

TENDER SPECIFICATIONS

Second European Survey of Enterprises on New and Emerging Risks (ESENER-2)

- SERVICE CONTRACT -

OPEN TENDER PROCEDURE
No. EUOSHA/PRU/2012/P-03

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TENDER DOCUMENTS ARE AVAILABLE FOR DOWNLOAD AT:

<http://osha.europa.eu/about/calls>

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1 Purpose and context of the CONTRACT

1.1 The European Agency for Safety and Health at Work

Structure and function

The European Agency for Safety and Health at Work (EU-OSHA) is an agency of the European Union and one of the decentralised community bodies. Its role is to contribute to the improvement of working life in the EU by developing, analysing and disseminating information on occupational safety and health (OSH).

In its role as a reference point for OSH information, EU-OSHA commissions, collects, analyses, and publishes research and statistics on OSH risks. As a tripartite organisation, the Agency works closely with governments, employers' and workers' representatives in order to share good practice and reach workers and workplaces across Europe. EU-OSHA runs awareness-raising campaigns, such as the European Week for Safety and Health at Work, and also provides information on its [website](#), via its electronic newsletter 'OSHmail', and in a range of printed publications. Through its European Risk Observatory (ERO), EU-OSHA examines risks which may only be emerging due to the fast pace of change in the workplace.

EU-OSHA's vision is to be the European centre of excellence for OSH information, promoting a preventive culture to support the goal of making Europe's current and future workplaces safe, healthy and productive.

European Risk Observatory (ERO)

The ERO has the specific aim of identifying new and emerging risks. In order to achieve this, it:

- Provides an overview of safety and health at work in Europe
- Describes the trends and underlying factors, and
- Anticipates changes in work and their likely consequences for safety and health.

The objectives for the ERO are linked in particular to the following strategic goals:

- Anticipation of new and emerging risks in order to facilitate preventive action, and
- Promotion of Member State co-operation on information sharing and research

The impact on OSH of the 'changing world of work' is a key challenge to be addressed by the EU insofar as demographic changes and new forms of work organisation, work processes and production methods can lead to new types of risks or demand new solutions. The Community Strategy 2002–2006 highlighted these challenges and called on EU-OSHA to set up a risk observatory in order to help anticipate new and emerging risks, as one of the tools for developing a genuine culture of risk prevention. The current Community Strategy again makes reference to the ERO and identifies specific topics of interest.

The ERO adds value by pulling together research findings, putting them in context (in particular in relation to the European social agenda and the Community Strategy), looking for trends in order to 'anticipate change', and communicating the key issues effectively to its target audience of policy-makers and researchers. Additionally, it aims to stimulate debate and reflection among EU-OSHA's stakeholders and to provide a platform for debate between policy-makers at various levels. In order to achieve its overall aim, the ERO has the following goals:

- Providing reliable and comprehensive information on new and emerging risks, and
- Providing information which is useful and relevant for its key target audience: policy-makers and the OSH research community. Whenever scientific knowledge permits, key issues are also communicated at the workplace level in an appropriate format.

1.2 Background specific to this contract

In 2009 EU-OSHA ran the European Survey of Enterprises on New and Emerging Risks (ESENER)¹ with the aim of providing nationally comparable information on how workplaces across Europe manage health and safety. The survey gathered information on four occupational safety and health (OSH) topics:

1. the general approach in the establishment to managing OSH
2. how the 'emerging' area of psychosocial risks is addressed
3. what the main drivers and barriers are to management of OSH, including psychosocial risks

¹ Information about ESENER, including publications and technical documentation, can be found at <http://esener.eu>

4. How worker participation in OSH management is implemented in practice

In order to gather nationally comparable data from a representative sample of establishments across 31 countries, ESENER was based on computer-assisted telephone interviews (CATI) with managers and health and safety representatives in establishments with ten or more employees. A full description of the methodology is available on the ESENER website¹, including a [technical report](#).

Analysis of the resulting data gave rise to a [descriptive overview report](#) (published in 2010) and four 'secondary analysis' reports (published in 2012):

- [Management of occupational safety and health](#)
- [Worker representation and consultation on health and safety](#)
- [Management of psychosocial risks](#)
- [Drivers and barriers for psychosocial risks management](#)

Through these analyses, ESENER has provided a valuable insight into how health and safety is managed in practice across Europe; what the main drivers and barriers are; how stress, violence and harassment are managed; and how workers are involved (further details available in the ex-post [evaluation report](#)).

As well as comparison of practices between countries, the ESENER dataset has contributed to a better understanding of how an establishment's characteristics influence their management of health and safety. The depth of this understanding, however, is limited by the type of information that can be obtained using a CATI survey and the challenge of developing 41 country-specific variants for each of the two questionnaires (manager and health and safety representative).

EU-OSHA intends to build on these achievements by conducting a second survey in 2014 that will:

- Set up an established representative probability sample survey that will be repeated at five-year intervals, allowing identification of trends through comparison of results over time
- Improve the policy relevance of the survey by increasing the coverage of issues related to management of health and safety at the workplace and including further types of workplace
- Increase the accuracy and comparability of the data through appropriate changes to the survey methodology and to the way the project is executed

The presumption that ESENER will become a long-term monitoring tool implies that any substantial changes should be made to this edition of the survey so that changes can be avoided in future editions. Drawing on the findings of the ex-post evaluation, the on-going qualitative post-test, the four 'secondary analysis' reports and the state of the art as represented by Eurofound's third European company survey (ECS-3), the following changes are envisaged:

- Inclusion of questions related to musculo-skeletal disorders (MSD), 'outcome measures' (e.g. accident rate or absenteeism), workplace organisation of OSH management and establishments' approach to worker involvement.
- Coverage of establishments employing five or more workers, including those in the agriculture sector
- Increased sample sizes to allow analysis by more sectors or groups of sectors
- Coverage of minimum 30 countries (EU-28 (including Croatia), Norway and Iceland) and up to 35 (possibly Macedonia, Montenegro, Serbia, Turkey and Switzerland)
- Definition of a new, single target respondent implying only one interview per establishment rather than seeking two
- More rigorous testing, translation and piloting of master and national versions of the questionnaire
- Improvements in the quality of sampling and fieldwork

Implementation of these changes is described in the next section of these specifications.

2 SUBJECT OF THE CONTRACT

2.1 Objective

This call for tender invites bids for the preparation and implementation of the second European Survey of Enterprises on New and Emerging Risks (ESENER-2). The survey will be carried out to the highest quality standards in order to describe workplace OSH management practices as accurately as possible and to ensure comparability of results across the countries covered. The work will consist of the following work packages and tasks:

Work-package A

Task 1: Questionnaire development, including pre-testing

Task 2: Development of national questionnaires

Task 3: Design and implementation of sampling

Work-package B

Task 4: Fieldwork preparation

Task 5: Fieldwork execution

Task 6: Data processing and delivery

2.2 Description of the services to be provided

WORK-PACKAGE A

Task 1 – Questionnaire development, including pre-testing

Draft questionnaire

In contrast to the first edition of the survey, which comprised interviews with managers and with worker representatives, ESENER-2 will be based on an interview of approximately 25 minutes' duration with only one respondent in each establishment.

At the start of the contract EU-OSHA will provide the contractor with a draft English-language questionnaire, based on the [management questionnaire](#) used in the first edition of the survey. The new questionnaire will have been drafted by EU-OSHA, based on single respondent and new topics to be covered. Some questions from the original survey will be maintained unchanged in this edition, but it is not possible to give an accurate indication at this stage.

Questionnaire development

Drawing on their expertise in CATI questionnaire design, the contractor will work closely with EU-OSHA to review the draft questionnaire, identifying potential problems and evaluating the respondent's task, so as to ensure that the questionnaire is suitable for administration by CATI. The contractor will also help to refine the respondent definition so that refusals (due to no person matching the respondent description) are minimised, while avoiding distortion of results due to heterogeneity of respondents.

Throughout the development process EU-OSHA may consult its advisory group on the content of the questionnaire and may seek other expert advice on the OSH content.

As a result of this process, an English language master questionnaire will be developed by the contractor in collaboration with EU-OSHA.

Pre-testing

It is essential that a comprehensive and highly rigorous procedure be followed to ensure that the survey questions are understood correctly and are able to be answered accurately by respondents. Based on cognitive interviews, the pre-test should aim to address the following potential problems associated with quantitative surveys²:

- Lexical (the meaning of words or their use in a survey context)
- Inclusion/exclusion (determining the scope of a term or concept)
- Temporal (limitations of determining boundaries of the reference period or duration of activity)
- Logical (resulting from the structure of the question)

² Cited in Tourangeau R, Rips L J and Rasinski K (2000), *The Psychology of Survey Response*, Cambridge University Press

- Computational (difficulties with recall or other issues of respondent capacity).

The pre-test should also test the proposed respondent definition and should assess the questionnaire's coherence and structure so as to identify other potential sources of error (e.g. resulting from question order or format) and should give an indication of interview duration.

Testing must include at least 20 in-depth face-to-face cognitive interviews in one or more countries and should allow for all questions to be tested and for some iteration to enable testing of changes made to questions or to the questionnaire in the light of early pre-test results. As far as possible the pre-test sample should cover establishments of different sizes and sectors. The interviews must be recorded and an analysis report produced for each one in English.

A detailed report of each of the interviews will be provided, together with a technical report describing the process, the main findings and the conclusions reached in respect of the final version of the questionnaire.

In their offer the tenderer must provide a detailed description of the proposed approach to the pre-test, indicating the number and duration of interviews, the methodology that will be used and the analysis and reporting that will be carried out.

Task 1 summary

1. Carry out an expert review of the draft questionnaire and revise it to produce a master version
2. Conduct a pre-test of the final draft questionnaire based on cognitive interviews with respondents in a sample of establishments representative of size and sector
3. Produce detailed reports and a technical report

Task 2 – Development of national questionnaires

Translation³

The contractor will produce a specific version of the questionnaire for each of the countries covered by the survey (see minimum language requirements under Task 3 – Design and implementation of sampling). They must ensure that the questionnaires are functionally equivalent, ensuring consistency in their application and comparability of the results.

Tenderers must follow a strict translation and assessment strategy so that each national version of the questionnaire accurately captures the intended meaning of the original English-language version while avoiding the introduction of lexical or inclusion/exclusion problems (see above).

As a minimum:

- All persons involved in the translation process will take part in a training session (which may use videoconferencing) to be organised by the contractor, with the participation of EU-OSHA. One or more sessions may be organised if necessary and they will serve to present ESENER, to discuss the questionnaire and the translation process and to anticipate possible difficulties.
- For each national version, two translators will carry out two entirely independent high-quality translations of the English language master questionnaire into the destination language, prior to a review process. Translators will translate out of English into their strongest language and will make notes as part of the task.
- Both translators will discuss the translation together with a reviewer, appointed by the contractor, who may act as adjudicator if agreement on a translation decision cannot be reached. Reviewers should have at least as good translation skills as the translators but should in addition have a high level of expertise and experience in questionnaire design. The review meetings should draw on the translators' notes and should also produce question-by-question notes, highlighting any specific difficulties encountered.
- Translations, particularly of OSH-related terminology, will be reviewed by members of EU-OSHA's national expert group and their comments shall be taken account of by the translators and reviewer at their meeting before finalising the translation process. EU-OSHA will organise this consultation and will provide the results ahead of the review meetings.

Key terms (including answer categories) that are used repeatedly in the questionnaire must be translated consistently. Questions maintained unchanged from the previous edition of ESENER will be assessed by the contractor and any proposed changes to national versions will be discussed with EU-OSHA.

³ See also Section 4.3 Selection criteria – Technical and professional capacity

Care must be taken regarding administrative, cultural and general language differences between countries sharing a common survey language (UK/Ireland, Greece/Cyprus, Germany/Austria/ Switzerland, etc.) and independent, country-specific translations are required. Once finalised, the different country versions of the same language questionnaires will be harmonised by the respective reviewers. The outcome of the harmonisation process will be documented, including a short question-by-question justification of any changes proposed or differences maintained.

A final proof check of each national questionnaire version will be carried out to correct for typographical errors, punctuation, consistency, etc. and to ensure that there are no unintended omissions or additions, incorrect filters, etc. compared to the English language master version.

All stages of the translation process are to be properly documented (in the corresponding language as regards translators' notes and in English as regards notes of the reviewer), including response to input from EU-OSHA's expert group members and issues arising from harmonisation of national versions of same-language questionnaires. The contractor will provide the Agency with a detailed report describing the translation process for each national language version of the questionnaire. The report will mention who was involved at each stage of the process and will set out all the issues that arose during translation, outlining the decisions that were taken and describing the reasons behind them.

In their offer, tenderers should describe how they will implement all steps in the translation task.

Field testing

A pilot test of all the national versions of the questionnaire will be carried out with the aim of providing information on:

- Success in obtaining access to the correct respondent
- Respondent's understanding of EU-OSHA as sponsor, and of the survey aims
- General understanding of the questions (interviewer and respondent)
- Respondent's reaction to questions and ability to provide answers
- Question sequence, routing of filter questions and overall survey 'flow'
- Interviewer instructions and support
- Function of the CATI scripts and data collection infrastructure
- Average interview duration for each national version

A quota-controlled, demographically-balanced sample of at least 50 establishments should be used for each national version of the questionnaire. In order to maximise the value of the field test, a fieldwork supervisor or equivalent experienced researcher, should listen in to the interviews. The supervisor should debrief the interviewers, either individually or using focus-groups, so as to collate information as described in the bullet points above.

The contractor will provide a comprehensive report detailing the outcome of the pilot test for each of the national versions of the questionnaire. Findings from the pilot test will be used to make the final changes to the survey instrument, including interviewer support and training, as needed.

In their offer, tenderers should describe in detail their approach to field testing, specifying the number of interviews to be carried out and detailing the supervision and debrief procedures.

Task 2 summary

1. Carry out two independent translations of the questionnaire from English into each national survey language
2. Review the translations, including consultation of EU-OSHA national experts and harmonisation of different country versions of same-language questionnaires
3. Carry out a pilot test of all national versions of the questionnaire, including full interviewer debrief

Task 3 – Design and implementation of sampling

Universe, unit of analysis and respondent

The statistical population comprises all establishments in the countries covered by ESENER-2 with five or more employees and covers all sectors of economic activity. For the purposes of the survey, "all sectors of economic activity" includes public administration, but excludes households (NACE T) and extraterritorial organisations (NACE U).

This represents an increase in the size of the universe compared with the previous edition of ESENER, which only covered establishments with ten or more employees and excluded the sector agriculture, forestry and fishing (NACE A).

The relevant statistical unit of analysis is the establishment, defined as comprising the activities of a single employer at a single set of premises (e.g. a single branch of a bank, a car factory or a school).

In each establishment surveyed, a single person knowledgeable about health and safety arrangements at the workplace will be interviewed. This contrasts with the previous edition of ESENER, in which two respondents were targeted (most senior person from the management side responsible for coordinating health and safety and a worker representative). The new, single respondent definition should allow for the fact that in some establishments the person who knows most about health and safety may not be someone from the management side. Tenderers should propose a strategy (or multiple strategies depending on company size and type) for determining and getting access to the target respondent.

Countries to be covered

All 28 European member states (including Croatia), together with two EEA countries (Iceland and Norway) will be included in the survey. Depending on budget availability, also Candidate Countries and Switzerland (EFTA country) may be included. For a full list of countries see the table below.

Tenders must include prices for coverage of each of the 28 EU member states and two EEA countries and also for inclusion of each of the other countries indicated.

Sample sizes

The sample sizes shown in the table below are the reference sample sizes for evaluation of the tenderer's cost proposal and represent the minimum net sample sizes. The maximum gross sample size shall not exceed twice the number of the target net sample in each country. If that is not feasible, tenderers are required to provide arguments for the need of a larger gross sample.

EU-OSHA may require an increase in the net sample size in some or all of the countries/territories in which the survey is to be carried out. An increase in the sample size will be considered by tranches of no less than 20% of the reference sample size. For example, an increase of 20% in the sample corresponds to 300 additional interviews in Austria, 150 additional interviews in Luxembourg, etc. and an increase of 60% corresponds to 1,350 additional interviews in France, 900 additional interviews in Hungary, etc.

As well as providing the costs of the reference sample size, tenderers must indicate the cost of an increase of the reference sample size by 40% for each country to be covered.

Sampling procedures

The design of the sampling frame should strike a balance between employee-proportional and establishment-proportional representativeness, as explained in the [ESENER sampling report](#)⁴. For each country, a stratified probability sample of establishments will be drawn from the register(s) available. The samples are to be stratified by size class, sector of activity and region. Tenderers should propose the most appropriate sampling frames for each country listed, reflecting the requirements on representativeness and stratification. There may be a need to oversample certain important sub-groups of interest (e.g. industry, sub-regions, establishment of a given size) to ensure robust enough sub-group estimates and tenderers should take this into account when designing the sampling frame.

ESENER-2 aims to contain high-quality information regarding the sector of activity of the establishments in the sample: two-digit NACE Rev 1.1 as well as two-digit NACE Rev 2. Tenderers should advise EU-OSHA on the best way to obtain this information; either from the registers or, if the information on the registers is not precise enough, on either of the NACE versions through an open ended question in the questionnaire.

Tenderers are expected to use high quality, up-to-date registers of establishments to draw the samples and should explain their approach for creating or acquiring such address lists for the target population. Where no high-quality establishment registers are available in a country, tenderers are required to design a screening procedure to randomly select one establishment in multi-establishment companies. In this case, tenderers should describe this procedure in their offer, noting that the use of company rather than establishment registers has implications for the composition of the sampling frame as well as for the construction of weights. EU-OSHA recognises the challenges associated with inclusion of establishments employing as few as five persons and those in the agriculture, forestry and fishing sectors. In their offer

⁴ Sampling-related work on Eurofound's 2009 ECS and ESENER was carried out in a joint work-package by the same contractor

tenderers should describe clearly the challenges they foresee in each country to be covered and their proposed strategy for achieving as high a quality sample as possible.

The final sampling strategy, including sampling plans, will be subject to approval by EU-OSHA at the kick-off meeting.

On completion of the fieldwork the contractor will be required to compile a report on the sampling strategy and its implementation, covering all countries included in the survey.

Grouping	Geographical name	Minimum sample size	Minimum language requirement
EU – 28 MEMBER STATES	Austria	1500	German
	Belgium	1500	Flemish, French
	Bulgaria	750	Bulgarian
	Croatia (accession 01/07/13)	750	Croatian
	Cyprus	750	Greek
	Czech Republic	1500	Czech
	Denmark	1500	Danish
	Estonia	750	Estonian, Russian
	Finland	1500	Finnish, Swedish
	France	2250	French
	Germany	2250	German
	Greece	1500	Greek
	Hungary	1500	Hungarian
	Ireland	750	English
	Italy	2250	Italian
	Latvia	750	Latvian, Russian
	Lithuania	750	Lithuanian, Russian
	Luxembourg	750	French, German
	Malta	450	Maltese, English
	Netherlands	1500	Dutch
	Poland	2250	Polish
	Portugal	1500	Portuguese
	Romania	750	Romanian
	Slovakia	750	Slovak
	Slovenia	750	Slovene
	Spain	2250	Spanish
	Sweden	1500	Swedish
	United Kingdom	2250	English
CANDIDATE COUNTRIES	Albania	750	Albanian
	FYROM (Former Yugoslav Republic of Macedonia)	750	Macedonian, Albanian
	Iceland	750	Icelandic
	Montenegro	450	Montenegrin, Serbian
	Turkey	2250	Turkish
EEA	Norway	1500	Norwegian
EFTA	Switzerland	1500	French, German, Italian

Task 3 summary

1. Define a sampling strategy covering all countries.

2. Construct a gross sample.

WORK-PACKAGE B

Task 4 – Fieldwork preparation

Tenderers should outline their strategy for achieving the lowest possible refusal rates, in particular detailing measures related to fieldwork preparation and execution. In order to help improve the response rate EU-OSHA will provide the contractor with a letter in English that may be sent to establishments in advance and a short text about the survey that will be available for respondents to consult online. This letter and short text should be translated and adapted by the contractor to maximise its effect.

Data will be collected through Computer Assisted Telephone Interviews (CATI). The contractor is expected to use the same CATI system in all countries. If this is not feasible, the tenderer is required to outline the different systems which will be used and to explain the implications of using them.

Questionnaire and contact data should be captured within one CATI framework so that for every element of the gross sample (that is contacted) a CATI case is generated, describing process characteristics and results of the various stages of the process (one or several contact attempts and interview). Preferably this will be done using a system that integrates CATI and survey sample management. The tenderer should describe how complementarity and consistency between paradata and data collected through the survey sample management system and/or during the interview will be ensured.

The contractor must record complete information on contacts and non-contacts, including all paradata and contact process data, so as to allow subsequent non-response analysis. As part of fieldwork preparation, the contractor will propose a template for collection of this information for approval.

The relevant manager and the fieldwork supervisor from each fieldwork centre must attend a training seminar before the start of fieldwork. This will serve to brief them on the aims of ESENER-2, the importance of the survey and the importance of carrying out the fieldwork to the highest standards. It will give an opportunity to highlight any challenges foreseen and to discuss the best approach to avoiding difficulties. Representatives from EU-OSHA will participate in the seminar (or more than one seminar if needed) in order to assist in the briefing and discussion. Costs of the seminar and participation by the representatives of the fieldwork centres will be borne by the contractor.

Following the training seminar, but before the start of fieldwork, specific training must be provided to all interviewers in each country. For this purpose, the contractor will ensure that each fieldwork centre is provided with appropriate material for training and on-going instruction of interviewers. Tenderers should describe their approach to ensuring effective training and motivation of interviewers.

In all countries, fieldwork will be conducted on the basis of detailed and uniform instructions prepared by the contractor and translated by the contractor into all national languages. An English version of the instructions to interviewers shall be sent to EU-OSHA for review and approval before translation. Interviewers will receive instructions in their native language on both the procedure to be followed for selecting and reaching the interviewee and on the interview itself. In addition, the instructions should specify the procedure for conversion of non-response (refusal) into response.

Task 4 summary

1. Define strategy for fieldwork preparation and execution, including single template for recording of information on contacts and non-contacts.
2. Run one or more seminars to train and motivate interviewers.

Task 5 – Fieldwork execution

Tenderers must outline a strategy for execution of fieldwork that will ensure high quality interviews and the highest possible response rates.

In each country covered, interviews will be offered in at least the corresponding languages specified in the table above.

Each fieldwork centre (CATI lab) must be located in the corresponding country and the interviewers must be native speakers of the language used in (the respective part of) each country. A supervisor must be designated in each fieldwork centre who, together with each interviewer, should be assigned a unique ID to be used throughout the entire study.

In their offer tenderers should specify the following in relation to the field force⁵:

⁵ See also section 4.3 Selection criteria – technical and professional capacity

- For each fieldwork centre, the maximum number of interviewers working on ESENER-2 (the size of the team should ensure that each interviewer completes at least 50 interviews on average)
- Interviewers' minimum years of experience in conducting CATI surveys and specifically business-to-business surveys
- Supervisors' minimum years of experience in conducting and in supervising CATI surveys and specifically business-to-business surveys

Before fieldwork commences, the contractor will be asked to provide more detailed information on the qualifications and experience of the proposed interviewers and supervisor in each fieldwork centre. This information shall be updated by the contractor on completion of the fieldwork.

The contractor will ensure that interviewers working on ESENER-2 are subject to a high level of quality control in terms of supervision and training. Tenderers should specify their approach to interviewer monitoring, including their use of spot checks (e.g. listening to interviews), interviewer debriefs, etc. As a minimum this approach should include checking at least 10% of phone calls (contacts and attempted contacts), a process for recording the results in a log and a procedure for effective follow-up. The contractor will provide EU-OSHA with evidence that the checks have been carried out and will document all quality control actions it carries out (as well as any remedial actions).

To ensure continuity and good communication the local supervision teams shall as far as possible remain consistent throughout the fieldwork so that interviewers are always reporting to the same person.

Fieldwork is planned to commence in the second quarter of 2014 and will cover a period of 10 weeks. If the sample size is increased, the maximum fieldwork period will be extended (for example to 15 weeks in the case of a doubled sample size).

Throughout the fieldwork period the contractor will provide weekly reports describing progress of the fieldwork in each country, detailing any problems encountered and how they were resolved. The reports will include at least the following information for each country covered by the survey: number of interviewers involved in the project; number of establishments approached; number of non-contacts with establishments; number of refusals (upfront, e.g. by receptionist); number of eligible contacts; number of refusals (by target respondent); number of appointments with target respondent; number of interviews; contact rate; refusal rate; cooperation rate; and response rate. The definitions of each type of data (contacts, response rate, etc.) should be identical for all countries.

Task 5 summary

1. Establish fieldwork teams and carry out fieldwork.
2. Ensure proper monitoring, control and reporting of fieldwork process.

Task 6 – Data processing, delivery and storage

In their bid, tenderers must outline their approach to coding, data editing and validation, weighting and comparison between samples and universes.

Coding

In order to aid comparison of results with those of from the management questionnaire used in the previous edition of ESENER, data will be coded in a compatible format.

Should the tenderer advise collection of information on sector of activity through open-ended questions, the strategy for coding the answers into two-digit NACE Rev 1.1 and two-digit NACE Rev 2 codes should be outlined. At the end of the process, the contractor will compile a report on the strategy used and how it was implemented.

Data editing and validation

Contractors must edit the collected data before delivery to EU-OSHA, consisting in identification of wrong or suspect values (data validation) and their subsequent flagging and modification. The contractor will ensure harmonised editing across all fieldwork centres, based on detailed common instructions.

Data validation must be applied at least at two levels:

1. Variable: A set/range of valid values must be established for each variable and the validity of each recorded value must be examined in isolation from the rest of the data.
2. Respondent: the data collected for each respondent in the sample should be coherent. Rules must be identified, which prescribe the allowable combinations of values for each group of logically

related variables. The data of each respondent must be checked as to whether they satisfy all of these rules.

Validation rules should be integrated as part of the CATI programming. With regard to suspect values at the respondent level, an additional layer of post-hoc checking is expected. The validation rules will be decided in close collaboration with EU-OSHA and scripts (such as SPSS syntax) for post hoc validation will be provided for approval. Rules and conditions will be clearly described and will be applied in an identical way by all fieldwork centres. Tenderers may suggest examples of variables and combinations of variables they recommend for inclusion in the validation, as well as rules and conditions they must satisfy, for each level.

The contractor will provide EU-OSHA with a log file of post-hoc checks and edits, which may be verified by the external auditors and/or EU-OSHA staff. A document will be produced by the contractor describing the processes for data validation and editing.

Weighting

Depending on the type of registers that are used, two or three types of weights will need to be constructed.

Firstly, where the tenderer would need to resort to company registers, selection probability weights should be constructed which correct for unequal selection probabilities of establishments. Establishments in multi-establishment companies would have a smaller selection probability than those in single establishment companies. These differences should be corrected by applying selection probability weights.

Secondly, post-stratification weights need to be constructed for all countries. The distribution of the sample by key demographic characteristics should reflect that of the universe (all establishments in the country, excluding NACE Rev 2. categories T and U). Post-stratification weights must be constructed to correct for any differences between the sample and the universe (when applying the selection probability weighting). The most up-to-date information on the universe should be used for weighting the national data. Tenderers should be aware that in some countries it will be difficult to find reliable statistical background information on the universe (for further information see the [ESENER Sampling Report](#)). As a minimum, sector, establishment size and region (NUTS 2) must be included in the weighting scheme. Very large and very small weighting values are undesirable. Weight trimming should be applied to approximate a range between 0.3 and 3.0 (striking the right balance between achieving the exact range and adjusting the minimal number of weight scores).

Thirdly, two population weights must be constructed to correct for differences between countries in terms of (1) the *number of establishments* and (2) the *number of workers* in the relevant sectors in the country. This will allow for aggregating the survey results into groups of countries (e.g. EU28, all countries in the survey, etc.).

The weighting process should be centralised; in their offer tenderers should outline their weighting strategy based on the requirements stipulated above. At the end of the process, the contractor will compile a report on the strategy used and how it was implemented.

Comparison between samples and universes

Following completion of data processing, the contractor will provide an analysis showing the effects of weighting on estimates following a procedure such as the one described below. Tenderers should specify in their offer whether they would follow this procedure, modify it, or propose a different approach.

- a) Provision of a universe description for each country/territory, based on a highly accurate source.
- b) Selection of a set of target variables. Their distribution over the weighted sample of each country/territory must be very close to their distribution over the respective statistical population (based on relevant universe description). These variables comprise at least: sector, establishment size and region (NUTS level 2). More variables on the universe description, if available, could be used in comparisons with the universe of both unweighted and weighted estimates.
- c) For each of the target variables and countries, a one-page comparison of their distribution between universes, unweighted and weighted samples are to be given in identical categories.
- d) A brief sample evaluation report will summarise the cases where significant unweighted sampling problems are observed. An explanation on likely causes should be offered.
- e) Provision of a one-page listing of weighting factors for all countries, together with a brief argumentation for this choice.
- f) A brief report will summarise solutions for sampling problems in terms of weighting and of future improvements (if applicable). Improvements in unweighted samples are preferred to weighting.

In addition, tenders should address the feasibility of testing for response bias, for example by comparing responses from reluctant respondents with more willing respondents.

The elements above will be documented in a final methodological and fieldwork report (see section 2.3).

Micro data

The micro data must be delivered to EU-OSHA in electronic format (both by email and on a CD-ROM). The files should be portable SPSS (.por) files.

A first file shall contain all raw data (paradata, contact sheet data, questionnaire data) gathered in all countries covered by the survey, plus national and cross-national weighting information and quality control data. The variable and value labels shall be in English and, where relevant, in line with the dataset from the previous edition of ESENER. The exact lay-out of the SPSS file will be agreed by EU-OSHA after a proposal by the contractor.

A second file shall contain the final, edited interview data merged with the management respondent interview data from the previous edition of the survey.

The data shall also be delivered in tabulated form with classification by country, establishment size category and sector (or group of sectors) with both employee-proportional and establishment-proportional weighting.

Respondent data

EU-OSHA plans to carry out follow-up studies at a later stage with those respondents who agree to it during their interview. Therefore, the names and phone numbers collected in the interviews will have to be added to the address information used for contacting the respondents. The contractor will have to ensure that it is possible to connect the individual responses in the dataset with the individual respondents. The contractor shall ensure that international and national data protection regulations are respected in connection with the collection and storage of this data.

Tenderers shall briefly outline in their proposal how they propose to carry out the delivery of this information to EU-OSHA.

Task 6 summary

1. Code the data
2. Edit the data and validate it
3. Construct and apply three types of weighting
4. Analyse the effects of weighting on estimates
5. Deliver micro data, including all raw data and tabulations
6. Compile and deliver contact details of respondents that agreed to a follow-up study

2.3 Deliverables

Where countries or groups of countries to be surveyed are the subject of individual specific contracts, separate versions of the deliverables specified below may be required covering only those countries.

The final format of the reports shall be agreed with EU-OSHA. The objective of these reports is to ensure that technical specifications have been met and to document quality, as well as to provide information both internally and externally. EU-OSHA may publish any of these reports on its website, possibly in a reduced format without detailed annexes. Therefore the contractor must provide these documents in clear, comprehensive English suitable for publication without the need for English language editing.

Products intended for publication shall follow the Inter-institutional Style Guide⁶, as well as EU-OSHA's Formatting Requirements (available on request and provided at project kick-off). All deliverables must be submitted in electronic format compatible with the Microsoft Office 2010 suite. Images should be included in deliverables where appropriate and must be submitted as separate, high resolution files and be copyright free (see also Article II.10 of the draft contract in Annex II regarding ownership of results).

Tenderers must briefly describe the structure they intend to use for the reports and their content. The quality of the proposed format (comprehensiveness of the information, clarity of the structure) will be taken into account when awarding the contract

Interim and draft reports will be for internal use; their circulation will be restricted to members of EU-OSHA staff and of the Prevention and Research Advisory Group (PRAG). Comments from the PRAG or from EU-

⁶ <http://publications.europa.eu/code/en/en-000100.htm>

OSHA staff will be provided to the contractor within 30 days of submission of the report and should be accommodated before submission of the final version.

Inception report

Within two weeks of the kick-off meeting the contractor will deliver an inception report recording the issues discussed at the meeting and detailing:

- the agreed work plan and timetable
- finalised quality control plan
- finalised pre-test plan
- finalised plan for translation and field testing
- agreed strategy for determining and accessing the target respondent
- agreed sampling strategy, including sampling plans

First interim report and associated deliverables

Approximately four months after signature of the contract a report will be submitted describing progress of the work measured against the detailed schedule agreed at kick-off and providing information on:

- revision of the master version of the questionnaire, including outcome of the expert review
- progress as regards the pre-test based on cognitive interviews

As part of the report, the contractor will deliver a draft master version of the questionnaire and draft instructions to interviewers.

Second interim report and associated deliverables

An interim report will be submitted approximately eight months after signature of the contract describing progress of the work measured against the detailed schedule and providing information on:

- progress in the development of national versions of the questionnaire
- progress in setting up the field testing
- final instructions to interviewers

At the same time a technical report describing the pre-test (as specified under Task 1) will be delivered.

Third interim report and associated deliverables

An interim report will be submitted approximately twelve months after signature of the contract describing progress of the work measured against the detailed schedule and providing information on:

- fieldwork preparations, including final fieldwork teams (as specified under Task 5)
- the seminar(s) for relevant managers and supervisors from fieldwork centres
- the training of interviewers

At the same time, the contractor will deliver final fieldwork material, including national versions of questionnaires, as well as a translation report and a field testing report (as specified under Task 2).

Final reports and deliverables

Dataset

Approximately seventeen months after contract signature, the contractor will provide EU-OSHA with the following deliverables, as specified under Task 6:

- a file with all raw data
- a file with interview data merged with the management respondent data from the first edition of ESENER
- a document with tabulations of the data
- a file with contact details for respondents that agreed to a follow-up study at any time until expiry of the framework contract

Methodological and fieldwork report

Approximately eighteen months after contract signature, the contractor will deliver a final methodological and fieldwork report comprising evaluative comments and descriptive information, including the information provided in the weekly fieldwork progress reports described under Task 5. The report should give a concise

analysis of the stages of the survey, from its conception to the presentation of the data. It must specifically mention any difficulties that arose in the course of the survey process (e.g. difficulty with identifying and approaching appropriate respondent, difficulty in translating a concept, high non-response rate in a particular country, question that was poorly understood or poorly received by certain groups of the population, etc.) and, where appropriate, any recommendations for subsequent surveys. It should also contain a summary of the individual reports as relevant (e.g. sampling, pre-testing, piloting, translation, coding, data validation and editing and weighting). The report should also contain an overview of problems and errors and the calculation of effective sample sizes for each country. Examples of this type of report are the [2009 ESENER technical report](#) and Eurofound's [technical report for the 5th European Working Conditions Survey](#).

Other reports

At the same time as the methodological and fieldwork report, the contractor will deliver:

- Sampling report, as specified under Task 3
- Final coding report, as specified under Task 6
- Weighting report, as specified under Task 6
- Data editing and cleaning report, as specified under Task 6
- Quality control report, as specified in section 2.6, below.

2.4 Schedule

The following dates are estimates and assume no substantial delays during the procurement process:

- | | |
|----------------------------------|----------------|
| • Contract signature | April 2013 |
| • Inception report | May 2013 |
| • 1 st Interim report | August 2013 |
| • 2 nd Interim report | December 2013 |
| • 3 rd Interim report | April 2014 |
| • Final report + deliverables | September 2014 |

In their offer tenderers must provide a detailed schedule, including Gantt chart. The final schedule will be agreed at the kick-off meeting.

2.5 Payments

The following schedule will apply to each specific contract concluded under the framework contract:

Work-package A

- 30% following approval by EU-OSHA of the first interim report and associated deliverables
- 30% following approval by EU-OSHA of the second interim report and associated deliverables
- 40% following approval by EU-OSHA of the third interim report and associated deliverables

Work-package B

- 90% following delivery of the dataset
- 10% following approval by EU-OSHA of the final reports

2.6 Project management

In order to ensure efficient performance of the contract and to be able to properly monitor, assess, and supervise the contractor's progress in execution of the tasks with respect to the tender specifications, EU-OSHA will designate a project manager. This person will be responsible for day-to-day supervision of the project, ensuring fulfilment of tasks and other contractual obligations, checking quality and approval of deliverables prior to authorising payment.

In their offer, tenderers must specify the allocation of project responsibilities that will allow effective management and efficient coordination of the services. Furthermore, the offer must show clearly the allocation of resources to the different tasks, giving details of staff seniority and number of work-days.

The working language for contacts with EU-OSHA will be English.

Timeliness – any problem that is likely to result in a departure from the agreed project schedule must be notified to EU-OSHA as soon as possible.

Contingency/back-up – provisions must be in place to ensure that any unforeseen absence of key staff does not put the project objectives at risk or result in an unreasonable delay.

Financial management – invoices must be accurate and sent on time following, or coinciding with, submission of the necessary supporting documents (as specified in the service contract).

Data protection – procedures must comply with legal requirements and relevant guidelines or codes of practice relating to social research.

Quality control

In addition to the specific requirements under the task descriptions and deliverables section above, tenderers must include a quality control plan as part of their offer. The plan must describe measures and actions in respect of each task and for all deliverables, with reference to the following over-arching quality criteria: relevance, accuracy, timeliness and punctuality, accessibility and clarity, coherence and comparability. Persons responsible for the different quality control measures and actions should be identified in the plan covering both survey processes and output.

All quality control requirements apply not only to the main contractor, but also to the fieldwork centres and associated staff.

The proposed quality control plan will be revised at kick-off and a final version will be agreed with EU-OSHA. The document will be updated regularly by the contractor during the life of the project and in particular before project meetings. At the end of the project the contractor will deliver a quality control report clearly documenting how the plan was implemented.

EU-OSHA reserves the right to attend local translation, sampling, interviewing, data entry or data processing etc. without prior notice. Furthermore, a number of visits may be made to fieldwork centres in order to monitor implementation of the work and to learn how the survey has been received. These visits will be organised in consultation with the contractor. Controls may be carried out by EU-OSHA staff or its representatives, including external auditors, which may cover the main stages of data collection and also reporting. The contractor and network must keep all relevant documents for five years after project end.

Meetings

A kick-off meeting will be held with the contractor at premises of their choosing within a month of signature of the contract. In their offer tenderers should give details of other meetings planned. Additional meetings may be held at the request of EU-OSHA or at the request of the contractor (subject to the approval of EU-OSHA) at premises of the contractor's choosing. Before calling an extra meeting, the contractor shall first explore the possibility of using tele- or video- conferencing.

In submitting prices, the tenderer must take account of costs for meetings and any other overheads relating to routine execution of the tasks or projects (including kick-off and progress meetings, production of reports, delivery of data, etc.). These costs cannot be charged as an additional item.

The contractor may be required to attend up to three one-day meetings of EU-OSHA's stakeholder advisory group at a venue specified by EU-OSHA (normally Bilbao or Brussels). Travel and subsistence expenses associated with attendance of up to two persons at these meeting will be reimbursed by EU-OSHA in accordance with its *Rules on the reimbursement of expenses incurred by people from outside the EU institutions and bodies invited to attend group meetings in an expert capacity*⁷, as stated in Article I.3.3 of the service contract; however, the contractor's offer should take account of the time associated with their attendance.

EU-OSHA will cover the costs associated with its own staff or representatives' participation in meetings.

Audits

In accordance with Article II.18 of the draft service contract, an audit of the contractor's compliance with its contractual obligations may be carried out by EU-OSHA at the end of the service contract.

Place of performance

The tasks are to be carried out at premises designated by the contractor and agreed by EU-OSHA.

3 TENDERING PROCESS

Submission of a tender implies acceptance by the tenderer of all the terms and conditions set out in this invitation to tender and annexes, including the specifications, draft contract and general terms and

⁷ Available at: <http://osha.europa.eu/en/about/calls/Rules-reimbursement-expert-meetings.pdf>

conditions. It also implies waiver of the tenderer's own general or specific terms and conditions. EU-OSHA's terms and conditions are binding on the tenderer to whom the contract is awarded, for the duration of the contract.

The tender must be presented clearly, legibly, and in a detailed and complete form, containing all the essential requirements laid down in the documents relating to the procurement procedure so that it can be properly assessed.

3.1 Participation in the tendering procedure

Participation in tendering procedures is open on equal terms to all natural and legal persons falling within the scope of the Treaties (this includes all economic operators registered in the EU and all EU citizens). Participation is also open to all natural and legal persons in any non-EU country which has an agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. EU-OSHA's Financial Regulation⁸, guarantees participation for all tenderers on equal terms.

This invitation to tender is in no way binding on EU-OSHA. EU-OSHA's contractual obligation commences only upon signature of the contract with the successful tenderer. Up to the point of signature, the contracting department may either withdraw from the contract or cancel the procurement procedure, without the candidates or tenderers being entitled to claim any compensation. This decision must be substantiated and the tenderers notified.

Confidentiality

All documents submitted by the tenderer become property of EU-OSHA and are deemed confidential. Follow-up of responses to the invitation to tender will require recording and processing of personal data (e.g. name, address, CV). In this respect, EU-OSHA observes Regulation (CE) 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and on free movement of data. Unless mentioned otherwise, personal data and responses given to questions are necessary for the purpose of assessing tenders and will only be processed by the contracting department for this purpose. Any queries concerning the processing of personal data should be addressed to EU-OSHA's data protection officer. Appeals may be addressed to the European Data Protection Supervisor⁹.

Consortia

Joint tenders from consortia of service providers are permitted provided that conditions for adequate competition are observed. A consortium can be a permanent legally established grouping or a grouping which has been constituted for this tender procedure.

Using the form provided in Annex I, consortia must indicate which legal form they intend to assume and specify the role, qualifications and experience of each member of the group, as well as who has been appointed by the others as the lead partner. The lead partner shall be the contracting party with EU-OSHA and shall be responsible for the overall performance of the contract and management of the other members of the consortium.

Notwithstanding the above, all members of the consortium (i.e., the leader and all partners), are jointly and severally liable to EU-OSHA.

Subcontracting

Subcontracting is permitted subject to approval by EU-OSHA, either by accepting the tenderer's offer, or by EU-OSHA's prior written approval, if proposed by the tenderer after contract signature.

Tenderers must indicate clearly in their offer which parts of the work will be sub-contracted and the identity of all subcontractors. Full details of such subcontractors must also be provided using the form provided in Annex I.

3.2 Communication

Any contact between the contracting department and the tenderer during the procedure is forbidden, save in exceptional circumstances and under the following conditions only:

⁸ Available at http://osha.europa.eu/en/about/calls/EU-OSHA_Financial-Regulation.pdf

⁹ <http://edps.europa.eu>

- Before the closing date for submission of the tender, in respect of the documents relating to the call for tender, EU-OSHA may:
 - At the request of the tenderer: provide additional information solely for the purpose of clarifying the nature of the contract.
 - On its own initiative: if it discovers any error, inaccuracy, omission or any other clerical error in the text of the call for tenders, inform interested parties.
- After the tenders have been opened, if some clarification is required in connection with a tender, or if obvious clerical errors in the tender must be corrected, EU-OSHA may contact the tenderer, provided the terms of the tender are not modified as a result.

Requests for further information, made in accordance with the conditions described above, must be sent in writing by letter, fax or e-mail bearing the reference "Call for tender EU-OSHA-PRU/2012/P-03" to:

Prevention and Research Unit
European Agency for Safety and Health at Work
Gran Vía 33
E-48009 BILBAO – SPAIN
Fax: +34 944 794 383
E-mail: information@osha.europa.eu

Requests for additional information received less than six calendar days before the closing date for submission of tenders will not be processed.

Any additional information, including that referred to above, will be made publicly available as part of a list of questions and answers that will be compiled and regularly updated on EU-OSHA's website at: <http://osha.europa.eu/about/calls>

The tenderer shall be informed of the decision taken with regard to the award of the tender.

3.3 Price

Financial proposals must comprise the financial offer form provided in Annex I, giving prices for:

- Execution of Work Package A (corresponding to tasks 1 to 3, as described in section 2)
- Execution of Work Package B (corresponding to tasks 4 to 6, as described in section 2)
- An increase in the size of the reference sample by 40%

Prices must be given for all three items above for all countries listed and the form must be signed. A single figure must be given in each cell, with no additional comments or references.

The price quoted must be fixed and not subject to revision. The price tendered must be all-inclusive and expressed in euros¹⁰. Costs incurred in preparing and submitting tenders, or associated with attendance at tender opening sessions, are borne by the tenderers and cannot be reimbursed.

Costs incurred for any trips additional to those described in these specifications and made at the express request of EU-OSHA will be reimbursed in accordance with the arrangements laid down in Article I.3.3 of the draft contract (Annex II). Such expenses should not be included in the bid. All other costs involved in the performance of the contract, such as those associated with planned meetings with EU-OSHA, shall be incorporated as part of the prices given in the financial offer.

Tenders shall not include the application of any taxes or levies since EU-OSHA is, in general, exempt from all taxes and levies, including Value Added Tax (VAT), in accordance with Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

Bids will remain valid for six months from the deadline for receipt of tenders (see Section 3.7 below).

3.4 Payment terms

Payments in respect of each specific contract concluded under the framework contract will be made according to the schedule indicated in section 2.5 above and in accordance with Article I.4 of the draft framework contract for services, Annex II.

¹⁰ Tenderers in countries which are not in the euro zone may not revise the price quoted in line with exchange rate movements

The contractor will specify the number of the bank account into which payment will be made, in accordance with the terms of payment set out in the draft contract.

Invoices must show VAT separately.

3.5 Contractual framework and guarantees

The framework contract concluded between EU-OSHA and the successful tenderer will be valid for a period of forty-eight months and will include all services described in Section 2. Specific contracts concluded under the framework contract will each have a maximum validity of eighteen months.

A draft framework contract and specific contract are attached to these technical specifications (Annex II). In drawing up their bid, tenderers should bear in mind their provisions.

The bid will form an integral part of the framework contract, as will these tender specifications.

3.6 Documentation for tenderers

The necessary documents are available for download at <http://osha.europa.eu/about/calls> or in paper form by written request to the address given in Section 3.2.

Written requests for tender documentation should reach EU-OSHA before 20th February 2013.

In case of doubt over interpretation of tender documents, the original English language version prevails.

3.7 Submission of tenders

Tenders may be submitted by post or by courier not later than **26th February 2013**, in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip. If a slow delivery method is chosen, such as normal or registered post, or 5+ days' courier delivery, tenderers are requested to inform EU-OSHA by e-mail or fax that the offer has been dispatched. The address to be used for submission is as specified in section 3.2 above.

Alternatively, tenders may be delivered by hand to EU-OSHA premises not later than 17.00 hours on 26th February 2013. In this case, a receipt must be obtained as proof of submission, signed and dated by EU-OSHA's reception service. Opening times are from 09.00 to 17.00 Monday to Friday. EU-OSHA is closed on Saturdays, Sundays and EU-OSHA holidays (6th December, 24th December to 1st January, inclusive).

Tenders must be presented in a sealed envelope¹¹ marked "*Call for tender EU-OSHA-PRU/2012/P-03 – not to be opened by the internal mail department*". The sealed envelope must contain:

- Two signed copies of the financial offer in a sealed envelope marked "*Financial*".
- Two signed copies of the technical offer in a sealed envelope marked "*Technical*".
- One copy of the administrative information and annexes.

Bids must be drawn up in one of the official languages of the EU¹², but English is preferred.

3.8 Structure of tenders

Tenders must be presented with four clearly distinguished sections:

- Section I: Administrative information
- Section II: Technical offer
- Section III: Financial offer
- Section IV: Annexes

All the documents submitted in the bid must be numbered and included on a list to be submitted as part of the tender.

¹¹ Where self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across that tape.

¹² If other languages are used in the supporting documents provided in connection with the exclusion or selection criteria, these documents must be accompanied by a courtesy translation into one of the official languages of the European Union. Such translations should be attached to the original, numbered and included in a list stating the nature of each document.

Section I: Administrative information

In this section of the tender, tenderers must specify the following:

- 1) **Person/s authorised to act on behalf of the entity** (individually or collectively) and who may sign documents validly on its behalf [*first name, family name and position*]
- 2) **Contact person for this tender** [*first name, family name, position, telephone and fax numbers, e-mail and address*].

Section II: Technical offer

Tenderers should note that this section is one of the key elements in the assessment of the tender and in the final award of the contract. The technical proposal must be consistent with the specifications and contain all information requested in Sections 2 and 3, including any specific documentation required. In preparing the technical proposal, tenderers should bear in mind the award criteria against which it will be evaluated (Section 4.4).

Tenderers should submit a Gantt chart indicating the principal milestones, proposed dates for meetings, dates for delivery of interim and draft reports and observing the final date for completion of tasks given in these specifications.

Section III: Financial offer

The financial proposal must meet the requirements regarding price, set out in Sections 3.3 and 3.4 above, and **must be signed** (Section 4.4 and financial offer form in Annex I).

Tenderers must use only the financial offer form for this purpose, ensuring that all cells are completed with a single price, that no additional information, commentary or references are given and that the form is clear and unambiguous.

Section IV: Annexes

This section must include all the documents expressly requested or deemed relevant in line with the conditions laid down in this document, respecting where possible, the order specified above as regards the three sections (administrative, technical and financial documents).

In addition, the tender must be accompanied by the following documents:

- A copy of the **incorporation of the company and the articles of association**, including any amendments made to these documents pursuant to the legislation of the Member State in which the tenderer is established.
- Copy of the **powers delegated to the person or persons authorised to act on behalf of the entity** and who can therefore sign documents on behalf of it.
- Completed **consortium form(s)** (Annex I), where appropriate.
- Completed **subcontractors form(s)** (Annex I), where appropriate.
- Completed **financial identification** and appropriate **legal entities form(s)**, both of which are included in Annex I and are also available in all official EU languages at:
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm
http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm
- Supporting documentation must be complete to ensure that the technical and financial proposals are evaluated. These comprise **eligibility documents**, which demonstrate that the tenderer is eligible to tender for this contract (Section 4.2) and **selection criteria documents** (Section 4.3), which provide evidence of their capacity to perform the contract.

4 ASSESSMENT OF THE TENDER

4.1 Procedure

The procedure for assessing the tenderer and evaluating their offer consists of four distinct phases:

1. Exclusion of the tenderer
2. Selection of the tenderer
 - a. Economic and financial standing
 - b. Technical and professional capacity
3. Evaluation of the offer – award criteria
 - a. Technical evaluation
 - b. Financial evaluation
4. Awarding of the contract

Evaluation shall be based on the information and documents supplied by the tenderer in the offer submitted in response to the invitation to tender, in accordance with the criteria laid down in these terms and conditions. Only if the tender meets the requirements of one phase of the tender procedure shall it be admitted to the next phase.

If a consortium presents the bid, all the operators must provide the documents related to the assessment and selection of the tenderer (exclusion criteria declaration, evidence in support of economic and financial standing and of technical and professional capacity), as well as a completed consortium form (Annex I).

Tenderers, or their representatives, may attend the opening of the tenders at the premises of EU-OSHA on 7th March 2013 at 10:00¹³. In this procedure, the Opening Board will only judge whether the tenders are in order, based on whether they are submitted before the deadline and are contained in a sealed envelope. Under no circumstances does the Opening Board consider the quality of the tenders.

4.2 Exclusion criteria

The sole purpose of the exclusion criteria (presented in the form provided in Annex I) is to determine whether an operator is authorised to participate in the tendering procedure and to be awarded the contract. Using the form, tenderers shall provide a declaration on their honour, duly signed and dated.

Where subcontracting is envisaged, the tenderers may either: certify expressly in their own declaration that also the subcontractor(s) is (are) not in one of the situations referred to therein, or submit separate declarations signed and dated by each subcontractor.

Before being awarded the contract, the tenderer will be required to provide proof in support of the declaration.

4.3 Selection criteria

The sole purpose of these criteria is to determine whether an operator has the necessary financial, economic, technical and professional capacity to carry out the work.

Economic and financial standing:

The tenderer must provide proof of their financial and economic standing by means of one or more of the following documents:

- a) Appropriate statements from banks or evidence of professional risk indemnity insurance.
- b) Balance sheets or extracts from balance sheets for 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 tenderer is established.
- c) A statement of overall turnover and turnover concerning the services covered by the contract during a period which may be no more than the last three financial years. The average annual turnover must be at least €1,000,000.

¹³ Maximum one tenderer or representative may attend provided their name is notified to EU-OSHA at least seven days before

If EU-OSHA considers that there are reasons to justify the failure by the tenderer to produce the documents requested, their economic and financial standing may be proven by any other document that EU-OSHA deems suitable.

Technical and professional capacity:

The tenderer must prove that it has the technical and professional capacity to carry out the tasks described in these specifications. This shall be evaluated with regard in particular to know-how, efficiency, experience and reliability, and may be proven by means of the following documents:

- a) A description of the main services provided over the last five years in areas relating to those covered by this contract. Tenderers should provide details of budgets, geographical coverage, dates and recipients of the services, both public and private, enclosing where possible the documents issued by the recipients concerning the effectiveness and reliability of the services.
- b) Proof that the tenderer has at its disposal a network comprising a fieldwork centre (CATI lab) in each of the countries where the survey will take place. Each fieldwork centre must provide a sworn statement confirming its availability during the period foreseen in the tender, that the field-force and supervisors it will use for the survey have extensive experience of business surveys using the CATI system and that the interviewers are native speakers of the languages used in its country.
- c) A brief description for each fieldwork centre of at least two surveys carried out in the past two years, including the client, survey method used and sample size.
- d) Certificate of membership proving that the tenderer and members of its network (fieldwork centres) belong to ESOMAR, WAPOR or an equivalent body.
- e) A description of the infrastructure and resources available to perform the services, including an organisational chart and CVs of the persons available to carry out the specific tasks described in Section 2. Of particular relevance are:
 - i. Skilled, qualified translators who have experience of translating questionnaires;
 - ii. Experience in coordinating fieldwork for national or European-wide surveys;
 - iii. Experience in managing and coordinating international company or establishment surveys;
 - iv. Fieldwork supervisor and interviewers with extensive experience of business surveys conducted using CATI.
- f) A description of the measures used to guarantee the quality of the services (see Section 2.6).
- g) Where appropriate, an indication of the part of the contract that the service provider intends to subcontract. EU-OSHA may ask for additional information in this regard.

In the case of a consortium or grouping, each member must provide the required evidence. For 'technical capacity' the evidence provided by each member will be checked at consortium or grouping level to ensure that the selection criteria are fulfilled.

4.4 Award criteria

The sole purpose of these criteria is to choose between the tenders which have been submitted by tenderers not subject to exclusion and which meet the selection criteria.

A quality mark will be given to the tender, based on a technical evaluation of the offer as described below. In particular, the tenderer's attention is drawn to the description of all the requirements for each of the services/tasks to be covered.

The financial evaluation will be based on the reference price submitted by the tenderer in the financial proposal.

Technical evaluation of offers

Technical evaluation shall take into account the following criteria, weighted as in the following table:

CRITERION	POINTS
TASK 1: QUESTIONNAIRE DEVELOPMENT, INCLUDING PRE-TESTING	(Max. 100)
<ul style="list-style-type: none"> Extent and quality of the staff resources dedicated to questionnaire development Extent and quality of the staff resources dedicated to pre-testing Quality and relevance of the proposed approach to the pre-test Number and depth of interviews that will be carried out as part of the pre-test 	
TASK 2: DEVELOPMENT OF NATIONAL QUESTIONNAIRES	(Max. 100)
<ul style="list-style-type: none"> Extent and quality of the staff resources dedicated to translation coordination Extent and quality of the staff resources dedicated to translation Quality and relevance of the proposed translation and assessment strategy Extent and quality of the staff resources dedicated to field testing Quality and relevance of the proposed approach to field testing Number of interviews that will be conducted as part of the field testing 	
TASK 3: DESIGN AND IMPLEMENTATION OF SAMPLING	(Max. 100)
<ul style="list-style-type: none"> Extent and quality of the staff resources dedicated to sampling tasks Quality and relevance of the proposed strategy to reach the target respondent Quality and relevance of the proposed sampling strategy 	
TASK 4: FIELDWORK PREPARATION	(Max. 100)
<ul style="list-style-type: none"> Extent and quality of the staff resources dedicated to fieldwork preparation Quality and relevance of the proposed strategy for achieving low refusal rates Quality and relevance of the proposed training for managers and fieldwork supervisors Quality and relevance of the proposed training for interviewers 	
TASK 5: FIELDWORK EXECUTION	(Max. 100)
<ul style="list-style-type: none"> Extent and quality of the staff resources dedicated to interviewing and supervision Quality and relevance of the proposed system for control and supervision of interviews Quality and relevance of the proposed strategy to fieldwork coordination and monitoring 	
TASK 6: DATA PROCESSING AND DELIVERY	(Max. 30)
<ul style="list-style-type: none"> Extent and quality of the staff resources dedicated to data processing and delivery Quality and relevance of the proposed approach to data processing and delivery 	
EFFICIENCY AND QUALITY OF THE PROJECT MANAGEMENT	(Max. 50)
<ul style="list-style-type: none"> Extent and quality of the staff resources dedicated to project management Quality and relevance of the proposed approach to project management Quality and relevance of the proposed approach to quality control 	
OVERALL CRITERIA	(Max. 20)
<ul style="list-style-type: none"> Coherence and general presentation of the offer 	
TOTAL	600

The offer must obtain at least 50% of the maximum points available for each of the eight criteria listed, and a minimum of 60% of the total number of potential points.

Financial evaluation:

Tenders satisfying the conditions of the technical evaluation will be evaluated according to the reference price calculated as the sum of the prices given in the financial offer form in Annex I. The reference price shall be used solely in order to compare admissible tenders and does not represent a commitment on the part of EU-OSHA as regards the volume of services that will be contracted.

400 points will be awarded to the lowest priced tender; other tenders will receive points calculated according to the following equation:

$$\text{Points} = (\text{lowest price} \div \text{price of tender in question}) \times 400$$

Financial proposal must be signed by the tenderer or their duly authorised representative.

4.5 Awarding of the contract

Subject to:

1. The achievement of a minimum and acceptable number of points in the technical evaluation (TE)
2. A financial evaluation (FE) according to the criterion mentioned above

The contract will be awarded to the tenderer offering the best value for money, where a 60% weighting is given to the quality of the offer and 40% to the price, so that:

$$\text{Final score (max 1000)} = \text{TE points (max 600)} + \text{FE points (max 400)}$$

ANNEX I – FORMS

Financial offer form

Consortium form

Subcontractors form

Legal entities form

Financial identification form

Exclusion criteria declaration

Tender submission checklist

FINANCIAL OFFER FORM

The reference price is equal to the sum of the prices for Work Package-A, the sum of those for Work Package-B and the sum of those for a 40% increase in the sample size

Geographical name	Reference sample size	Price for Work Package A	Price for Work Package B	Price for 40% increase in sample size
Austria	1500	€	€	€
Belgium	1500	€	€	€
Bulgaria	750	€	€	€
Croatia (accession 01/07/13)	750	€	€	€
Cyprus	750	€	€	€
Czech Republic	1500	€	€	€
Denmark	1500	€	€	€
Estonia	750	€	€	€
Finland	1500	€	€	€
France	2250	€	€	€
Germany	2250	€	€	€
Greece	1500	€	€	€
Hungary	1500	€	€	€
Ireland	750	€	€	€
Italy	2250	€	€	€
Latvia	750	€	€	€
Lithuania	750	€	€	€
Luxembourg	750	€	€	€
Malta	450	€	€	€
Netherlands	1500	€	€	€
Poland	2250	€	€	€
Portugal	1500	€	€	€
Romania	750	€	€	€
Slovakia	750	€	€	€
Slovenia	750	€	€	€
Spain	2250	€	€	€
Sweden	1500	€	€	€
United Kingdom	2250	€	€	€
Albania	750	€	€	€
FYROM <small>Former Yugoslav Republic of Macedonia</small>	750	€	€	€
Iceland	750	€	€	€
Montenegro	450	€	€	€
Turkey	2250	€	€	€
Norway	1500	€	€	€
Switzerland	1500	€	€	€
TOTAL PRICE		€	€	€

Prices shall include all costs to be borne for the performance of the contract

Signed:

Date:

NAME: _____
(person authorised to conclude contract)

CONSORTIUM FORM

(One form to be used for each partner)

Name of tenderer:

Form of the Consortium: (Please 'X' the relevant box)

Permanent: ☐ Legally established: ☐ Grouping for this tender: ☐

	Name	Address
Leader of the Consortium (person authorised to conclude contract)		
Partner		

Declaration

We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract; that the leader is authorised to bind and receive instructions for and on behalf of each partner; that the performance of the contract, including payments, is the responsibility of the leader; and that all partners are bound to remain in the consortium for the entire duration of the contract.

Signature: <i>Leader</i>	
Signature: <i>Partner</i>	

Please attach a completed exclusion criteria declaration

SUBCONTRACTORS FORM

(One form to be used for each subcontractor)

	Name(s)	Address
Tenderer <i>(person authorised to conclude the contract)</i>		
Subcontractor		

Declaration

As subcontractors for this tender, we confirm that we are willing to perform the tasks assigned above and as specified in the tender.

Signature: <i>Tenderer</i>	
Signature: <i>Subcontractor</i>	

Please attach a completed exclusion criteria declaration



LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/library/execution/privacy_statement_en.pdf

PRIVATE COMPANY

COMPANY TYPE			
NGO	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non-Governmental Organisation)
NAME(S)			
ABBREVIATION			
ADDRESS OF HEAD OFFICE / FISCAL ADDRESS			
POSTCODE		P.O. BOX	
TOWN/CITY			
COUNTRY			
VAT (1)			
PLACE OF REGISTRATION			
DATE OF REGISTRATION	<input type="text"/>	<input type="text"/>	<input type="text"/>
	D D	M M	Y Y Y Y
REGISTRATION No (2)			
PHONE		FAX	
E-MAIL			

THIS "LEGAL ENTITY" FORM SHOULD BE COMPLETED AND RETURNED TOGETHER WITH:

1. A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO AT 2 BELOW.
2. A COPY OF SOME OFFICIAL DOCUMENT (OFFICIAL GAZETTE, COMPANY REGISTER ETC.) SHOWING THE NAME OF THE LEGAL ENTITY, THE ADDRESS OF THE HEAD OFFICE AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES.

DATE AND SIGNATURE OF AUTHORISED REPRESENTATIVE

v 01/2011



LEGAL ENTITIES

PRIVACY STATEMENT

http://ec.europa.eu/budget/library/execution/privacy_statement_en.pdf

INDIVIDUAL

NAME	<input type="text"/>		
FIRST NAME	<input type="text"/>		
(NAME 2)	<input type="text"/>		
(NAME 3)	<input type="text"/>		
OFFICIAL ADDRESS	<input type="text"/>		
	<input type="text"/>		
	<small>(OFFICIAL Address = Your PERMANENT address; generally the one which is registered on your identity card)</small>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
TOWN/ CITY	<input type="text"/>		
COUNTRY	<input type="text"/>		
VAT NR **	<input type="text"/>		
IDENTITY CARD NUMBER	<input type="checkbox"/>	<input type="text"/>	
PASSPORT NUMBER	<input type="checkbox"/>	<input type="text"/>	
DATE OF BIRTH	<input type="text"/> D D	<input type="text"/> M M	<input type="text"/> Y Y Y Y
PLACE OF BIRTH	<input type="text"/>		
COUNTRY OF BIRTH	<input type="text"/>		
PHONE	<input type="text"/>	FAX	<input type="text"/>
E-MAIL	<input type="text"/>		

THIS "LEGAL ENTITY" SHEET MUST BE COMPLETED AND SIGNED, AND SUBMITTED TOGETHER WITH A LEGIBLE PHOTOCOPY OF THE IDENTITY CARD OR PASSPORT

**** IF THIS FIELD IS FILLED IN, PLEASE ATTACH AN OFFICIAL "VAT" DOCUMENT.**

DATE AND SIGNATURE



LEGAL ENTITY

PRIVACY STATEMENT

http://ec.europa.eu/budget/library/execution/privacy_statement_en.pdf

PUBLIC ENTITY

COMPANY TYPE	<input type="text"/>		
NGO	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non-Governmental Organisation)
NAME(S)	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
ABBREVIATION	<input type="text"/>		
OFFICIAL ADDRESS	<input type="text"/>		
	<input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
TOWN / CITY	<input type="text"/>		
COUNTRY	<input type="text"/>		
VAT**	<input type="text"/>		
PLACE OF REGISTRATION	<input type="text"/>		
DATE OF REGISTRATION	<input type="text"/>	<input type="text"/>	<input type="text"/>
	D D	M M	Y Y Y Y
REGISTRATION No	<input type="text"/>		
PHONE	<input type="text"/>	FAX	<input type="text"/>
E-MAIL	<input type="text"/>		

THIS "LEGAL ENTITY" FORM SHOULD BE COMPLETED, SIGNED AND RETURNED TOGETHER WITH:
*** A COPY OF THE RESOLUTION, LAW, DECREE OR DECISION ESTABLISHING THE ENTITY IN QUESTION;**
*** OR, FAILING THAT, ANY OTHER OFFICIAL DOCUMENT ATTESTING TO THE ESTABLISHMENT OF THE ENTITY BY THE NATIONAL AUTHORITIES**
**** IF THIS FIELD IS COMPLETED, PLEASE ATTACH AN OFFICIAL VAT DOCUMENT**

DATE :	STAMP
NAME + FUNCTION OF AUTHORISED REPRESENTATIVE	
SIGNATURE	



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/library/execution/privacy_statement_en.pdf

ACCOUNT NAME (3)			
ACCOUNT NAME (1)			
ADDRESS			
TOWN/CITY		POSTCODE	
COUNTRY			

(1) The name or title under which the account has been opened and not the name of the authorized agent

CONTACT			
TELEPHONE		FAX	
E - MAIL			

<u>BANK</u>			
BANK NAME			
BRANCH ADDRESS			
TOWN/CITY		POSTCODE	
COUNTRY			
ACCOUNT NUMBER			
IBAN (2)			

(2) If the IBAN Code (International Bank account number) is applied in the country where your bank is situated

REMARKS :

<u>BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE</u> <u>(Both obligatory)(3)</u>	<u>DATE + SIGNATURE OF ACCOUNT HOLDER :</u> <u>(Obligatory)</u>

(3) It is preferable to attach a copy of recent bank statement. Please note that the bank statement has to provide all the information listed above under 'ACCOUNT NAME' and 'BANK'. In this case, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.

EXCLUSION CRITERIA: Declaration of honour

The undersigned [*name of the signatory of this form*]:

- in his/her own name [*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator*]

Or

- representing [*if the economic operator is a legal person*]

Official name in full [*only for legal person*]:

Official legal form [*only for legal person*]:

Official address in full:

VAT registration number:

Declares that he/she and the organisation that he/she represents **is NOT in any of the following situations**:

- 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.
- They have been convicted of an offence concerning professional conduct by a judgment that has the force of res judicata.
- They have been guilty of grave professional misconduct proven by any means that the contracting authority can justify.
- They have not fulfilled all obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which they are established, the country of the contracting authority or the country in which the contract is to be performed.
- They have been the subject of a judgment that has the force of res judicata for fraud, corruption, involvement in a criminal organisation, or any other illegal activity detrimental to the Union's financial interests.
- They are the subject of an administrative penalty for being guilty of misrepresentation in supplying information required by the contracting authority as a condition of participation in the procurement procedure, or failing to supply information, or being declared to be in serious breach of their obligation under a contract covered by the budget.

In addition, the undersigned declares on their honour that:

- they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract;
- the information provided to the Agency within the context of this invitation to tender is accurate, sincere and complete;
- in case of award of contract, they shall provide upon request the evidence that they are not in any of the situations described in points a, b, d, e above.
 - For (a), (b), and (e), the production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that these requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.
 - For (d), recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.
 - For any of the situations (a), (b), (d) or (e), where any document described in the two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary, or a qualified professional body in his country of origin or provenance.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Name	Date	Signature
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TENDER SUBMISSION CHECKLIST

The following documents must be placed in a sealed envelope marked “*Call for tender EUOSHA-PRU/2012/P-03 – not to be opened by the internal mail department*” and delivered to EU-OSHA according to the deadline set in section 3.7.

- ☐ Details of person/s authorised to act on behalf of the entity
- ☐ Details of the contact person for this tender
- ☐ Copy of the incorporation of the company and the articles of association
- ☐ Copy of the powers delegated to the person or persons authorised to act on behalf of the entity
- ☐ Consortium form(s) (if applicable)
- ☐ Subcontractors' form(s) (if applicable)
- ☐ Financial identification form*
- ☐ Legal entity form*
- ☐ Technical offer (two copies inside a sealed envelope)
- ☐ Financial proposal (two copies, signed by authorised representative, inside a sealed envelope)
- ☐ Declaration of honour regarding exclusion criteria*
- ☐ Evidence of financial standing*
- ☐ Evidence of technical and professional capacity*

* Items marked with an asterisk must be provided by all members of a grouping when presenting an offer as a consortium and by subcontractors when they are responsible for performing a substantial part of the contract.

ANNEX II



EUROPEAN AGENCY FOR SAFETY & HEALTH AT WORK

Gran Vía 33
E-48009 Bilbao
Spain

*** **DRAFT** ***

FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – EUOSHA-PRU/2013/FC-__

THE EUROPEAN AGENCY FOR SAFETY AND HEALTH AT WORK, hereinafter referred to as “the contracting authority”, represented for the purpose of the signature of this framework contract by Christa Sedlatschek, 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 framework contract by [name in full and function,],

of the other part,

HAVE AGREED

to the **special conditions**, the **general conditions for service framework contracts**, the model specific contract and the following annexes:

Annex I – Tender specifications (reference No EUOSHA-PRU/2012/P-03 of 28/11/12)

Annex II – Contractor's tender (reference No [complete] of [insert date])

which form an integral part of this framework contract (hereinafter referred to as “the FWC”).

The terms set out in the special conditions shall take precedence over those in the other parts of the FWC. The terms set out in the general conditions shall take precedence over those in the model specific contract. The terms set out in the model specific contract shall take precedence over those in the other annexes.

The terms set out in the tender specifications (Annex I) shall take precedence over those in the tender (Annex II). The terms set out in the framework contract shall take precedence over those in the specific contracts. The terms set out in the specific contracts shall take precedence over those in the requests for services. The terms set out in the requests for services shall take precedence over those in the specific tenders.

I – SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER

- I.1.1** The subject matter of the FWC is the preparation and implementation of the second European Survey of Enterprises on New and Emerging Risks, known as ESENER-2.
- I.1.2** Signature of the FWC imposes no obligation on the contracting authority to purchase. Only performance of the FWC through order forms or specific contracts is binding on the contracting authority.

ARTICLE I.2 – ENTRY INTO FORCE AND DURATION

- I.2.1** The FWC shall enter into force on the date on which it is signed by the last party.
- I.2.2** Under no circumstances may performance commence before the date on which the FWC enters into force. Execution of the tasks may under no circumstances begin before the date on which the order form or specific contract enters into force.
- I.2.3** The FWC is concluded for a period of 48 months with effect from the date on which it enters into force. Unless otherwise specified, all periods in the FWC are calculated in calendar days.
- I.2.4** The specific contracts shall be signed by both parties before the FWC expires.
- The FWC shall continue to apply to such specific contracts after its expiry. They shall be executed no later than eighteen months after its expiry.

ARTICLE I.3 – PRICES

- I.3.1** The maximum amount of the FWC shall be EUR [*amount in figures and words*]. However, this must in no way be construed as a commitment on the contracting authority to purchase for the maximum amount.
- The maximum prices of the services shall be as listed in Annex II.
- I.3.3. Reimbursement of expenses** By way of exception to Article II.16 and in addition to the total amount specified in Article I.3.1, the Agency shall reimburse travel and subsistence expenses directly connected with attendance at meetings of the Agency's advisory group in accordance with the Agency's Rules on the reimbursement of expenses incurred by people from outside the EU institutions and bodies invited to attend group meetings in an expert capacity, approved by the Governing Board on 18th November 2009 (NET(09)D/2895). This reimbursement shall in no event exceed EUR [*amount in figures and words*].

ARTICLE I.4 – PAYMENT ARRANGEMENTS AND PERFORMANCE OF THE FRAMEWORK CONTRACT

- I.4.1 Single framework contract** Within 20 working days of an order form or a request for services being sent by the contracting authority to the contractor, the contracting authority shall receive the completed order form or a specific tender back, duly signed and dated.
- Within 10 working days of a specific contract being sent by the contracting authority to the contractor, the contracting authority shall receive it back, duly signed and dated.
- The period allowed for the execution of the tasks shall start to run on the date the contractor signs the order form, unless a different date is indicated on the form.
- I.4.2 First and second interim payments under Work Package A** The contractor shall submit an invoice for an interim payment equal to 30% of the total price referred to in the relevant order form or specific contract.
- Interim payment under Work Package B** The contractor shall submit an invoice for an interim payment equal to 90% of the total price referred to in the relevant order form or specific contract.
- Invoices for interim payment shall be accompanied by a progress report or any other document in accordance with the relevant specific contract. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 20 days in which to submit additional information or corrections, a new progress report, or other documents, if it is required by the contracting authority.
- I.4.3 Payment of the balance under Work Packages A and B** The contractor shall submit an invoice for payment of the balance.
- The invoice shall be accompanied by the final progress report or any other document in accordance with the relevant specific contract. The contracting authority shall make the payment

within 60 days from receipt of the invoice. The contractor shall have 20 days in which to submit additional information or corrections, a new final progress, report or other documents, if it is required by the contracting authority.

ARTICLE I.5 – BANK ACCOUNT

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

Name of bank:

Full address of branch:

Exact designation of account holder:

Full account number including codes:

[IBAN code:]

ARTICLE I.6 – COMMUNICATION DETAILS AND DATA CONTROLLER

For the purpose of Article II.6, the data controller shall be EU-OSHA.

Communications shall be sent to the following addresses:

Contracting authority:

European Agency for Safety and Health at Work

Gran Vía, 33

E-48009 Bilbao

SPAIN

Email: information@osha.europa.eu

Contractor:

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

ARTICLE I.7 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1 The FWC shall be governed by Union law, complemented where necessary by the law of Spain.

I.7.2 Any dispute between the parties in relation to the interpretation, application or validity of the FWC which cannot be settled amicably shall be brought before the courts of Bilbao.

ARTICLE I.8 - EXPLOITATION OF THE RESULTS OF THE FWC

I.8.1 Modes of exploitation In accordance with Article II.10.2 whereby the Union acquires ownership of the results as defined in the tender specifications (Annex I), these results may be used for any of the following purposes:

(a) use for its own purposes:

- (i) making available to the staff of the contracting authority
- (ii) making available to the persons and entities working for the contracting authority or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, Member States' institutions
- (iii) installing, uploading, processing
- (iv) arranging, compiling, combining, retrieving
- (v) copying, reproducing in whole or in part and in unlimited number of copies

(b) distribution to the public:

- (i) publishing in hard copies
- (ii) publishing in electronic or digital format
- (iii) publishing on the internet as a downloadable/non-downloadable file
- (iv) broadcasting by any kind of technique of transmission
- (v) public presentation or display
- (vi) communication through press information services

- (vii) inclusion in widely accessible databases or indexes
- (viii) otherwise in any form and by any method
- (c) modifications by the contracting authority or by a third party in the name of the contracting authority:
 - (i) shortening
 - (ii) summarising
 - (iii) modifying of the content
 - (iv) making technical changes to the content: necessary correction of technical errors; adding new parts or functionalities; changing functionalities; or providing third parties with additional information concerning the result (e.g. source code) with a view of making modifications
 - (v) addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.
 - (vi) preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.
 - (vii) extracting a part or dividing into parts
 - (viii) use of a concept or preparation of a derivative work
 - (ix) digitisation or converting the format for storage or usage purposes
 - (x) modifying dimensions
 - (xi) translating, inserting subtitles, dubbing in different language versions: all official languages of EU; languages of candidate countries; Norwegian
- (d) the modes of exploitation listed in article II.10.4

Where the contracting authority becomes aware that the scope of modifications exceeds that envisaged in the contract, the contracting authority shall consult the contractor. Where necessary, the contractor shall in turn seek the agreement of any creator or other right holder. The contractor shall reply to the contracting authority within one month and shall provide its agreement, including any suggestions of modifications, free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort integrity of the work.

I.8.2 Pre-existing rights and transmission of rights All pre-existing rights incorporated in the results and directly related to the uses foreseen in Article I.8.1 shall be fully and irrevocably acquired by the Union as provided for in Article II.10.2 and by derogation to Article II.10.3.

The contractor shall provide to the contracting authority a list of pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article II.10.5.

ARTICLE I.9 – TERMINATION BY EITHER PARTY

Either party may, unilaterally and without being required to pay compensation, terminate either the FWC or the FWC specific contracts by formally notifying the other party and by giving one month's notice. Should the contracting authority terminate the FWC or specific contracts, the contractor shall only be entitled to payment corresponding to the part-performance of the services ordered before the termination date. The first paragraph of Article II.14.3 shall apply.

SIGNATURES

For the contractor,

[Company name/forename/surname/function]

For the contracting authority,

[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [place], [date]

Done at [Bilbao], [date]

In duplicate in English.

II – GENERAL CONDITIONS FOR SERVICE FRAMEWORK CONTRACTS

ARTICLE II.1 – PERFORMANCE OF THE FWC

- II.1.1** The contractor shall perform the FWC to the highest professional standards.
- II.1.2** The contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for performance of the FWC 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.4 any reference made to the contractor's personnel in the FWC shall relate exclusively to individuals involved in the performance of the FWC.
- II.1.4** The contractor must ensure that the personnel performing the FWC possess the professional qualifications and experience required for the execution of the tasks assigned to it.
- II.1.5** The contractor shall neither represent the contracting authority nor behave in any way that would give such an impression. The contractor shall inform third parties that it does not belong to the European public service.
- II.1.6** The contractor shall be solely responsible for the personnel who execute the tasks assigned to them.
- The contractor shall stipulate the following employment or service relationships with its personnel:
- (a) personnel executing the tasks assigned to the contractor may not be given orders directly by the contracting authority;
 - (b) the contracting authority may not under any circumstances be considered to be the employer of the personnel referred to in point (a) and the personnel shall undertake not to invoke against the contracting authority any right arising from the contractual relationship between the contracting authority and the contractor.
- II.1.7** In the event of disruption resulting from the action of one of the contractor's personnel working on the contracting authority's premises or in the event that the expertise of one of the contractor's personnel fails to correspond to the profile required by the FWC, the contractor shall replace him without delay. The contracting authority shall have the right to make a reasoned request for the replacement of any such personnel. The replacement personnel must have the necessary qualifications and be capable of performing the FWC 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 personnel.
- II.1.8** Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the contractor shall immediately and on its own initiative record it and report it to the contracting authority. 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 its obligations under this FWC. In such an event the contractor shall give priority to solving the problem rather than determining liability.
- II.1.9** Should the contractor fail to perform its obligations under the FWC or order form or specific contract, the contracting authority may - without prejudice to its right to terminate the FWC order form or specific contract or - reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, the contracting authority may claim compensation or impose liquidated damages in accordance with Article II.12.

ARTICLE II.2 – MEANS OF COMMUNICATION

- II.2.1** Any communication relating to the FWC or to its performance shall be made in writing and shall bear the FWC number, and if applicable the order form or specific contract number. Any communication is deemed to have been made when it is received by the receiving party unless otherwise provided for in this FWC.
- II.2.2** Electronic communication shall be deemed to have been received by the parties on the day of dispatch of that communication provided it is sent to the addressees listed in Article I.6. Without prejudice to the preceding, if the sending party receives a message of non-delivery to or of absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other party.
- Electronic communication shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.
- II.2.3** Mail sent using the postal services is deemed to have been received by the contracting authority on the date on which it is registered by the department responsible referred to in Article I.6.
- Any formal notification shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

ARTICLE II.3 – LIABILITY

- II.3.1** The contractor shall be solely responsible for complying with any legal obligations incumbent on it.
- II.3.2** The contracting authority shall not be held liable for any damage caused or sustained by the contractor, including any damage caused by the contractor to third parties during or as a consequence of performance of the FWC, except in the event of wilful misconduct or gross negligence on the part of the contracting authority.
- II.3.3** The contractor shall be held liable for any loss or damage sustained by the contracting authority in performance of the FWC, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the relevant order form or specific contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the contractor or of its personnel or subcontractors, the contractor shall have unlimited liability for the amount of the damage or loss.
- II.3.4** The contractor shall indemnify and hold the Union harmless for all damages and costs incurred due to any claim. The contractor shall provide compensation in the event of any action, claim or proceeding brought against the contracting authority by a third party as a result of damage caused by the contractor during the performance of the FWC. In the event of any action brought by a third party against the contracting authority in connection with the performance of the FWC including any alleged breach of intellectual property rights, the contractor shall assist the contracting authority. Such expenditure incurred by the contractor may be borne by the contracting authority.

- II.3.5** The contractor shall take out an insurance policy against risks and damage relating to the performance of the FWC as required by the relevant applicable legislation. It shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the contracting authority should it so request.

ARTICLE II. 4 - CONFLICT OF INTERESTS

- II.4.1** The contractor shall take all the necessary measures to prevent any situation of conflict of interest. Such situation arises where the impartial and objective performance of the FWC is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.
- II.4.2** Any situation constituting or likely to lead to a conflict of interest during the performance of the FWC shall be notified to the contracting authority in writing without delay. The contractor shall immediately take all the necessary steps to rectify the situation. The contracting authority reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.
- II.4.3** The contractor declares that it 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, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the FWC.
- II.4.4** The contractor shall pass on all the relevant obligations in writing to its personnel and to any natural person with the power to represent it or take decisions on its behalf and ensure that it is not placed in a situation which could give rise to conflicts of interest. The contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the FWC including subcontractors.

ARTICLE II.5 – CONFIDENTIALITY

- II.5.1.** The contracting authority and the contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the FWC and identified in writing as confidential.
- The contractor shall:
- (a) not use confidential information and documents for any purpose other than fulfilling its obligations under the FWC, order form or specific contract without prior written agreement of the contracting authority;
 - (b) ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;
 - (c) not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the contracting authority.
- II.5.2** The confidentiality obligation set out in Article II.5.1 shall be binding on the contracting authority and the contractor during the performance of the FWC and for five years starting from the date of the payment of the balance unless:
- (a) the disclosing party agrees to release the other party from the confidentiality obligation earlier;
 - (b) the confidential information becomes public through other means than in breach of the confidentiality obligation, through disclosure by the party bound by that obligation;
 - (c) the disclosure of the confidential information is required by law.
- II.5.3** The contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the FWC, order form or specific contract an undertaking that they will comply with the confidentiality obligation set out in Article II.5.1.

ARTICLE II.6– PROCESSING OF PERSONAL DATA

- II.6.1** Any personal data included in the FWC shall be processed pursuant to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the FWC without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.
- II.6.2** The contractor shall have the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.
- II.6.3** The contractor shall have right of recourse at any time to the European Data Protection Supervisor.
- II.6.4** Where the FWC requires the processing of personal data by the contractor, the contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his rights.
- II.6.5** The contractor shall grant personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the FWC.
- II.6.6** The contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:
- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
 - (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data input, as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - (iii) unauthorised use of data-processing systems by means of data transmission facilities;

- (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- (c) record which personal data have been communicated, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting authority;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- (f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE II. 7 – SUBCONTRACTING

- II.7.1** The contractor shall not subcontract without prior written authorisation from the contracting authority nor cause the FWC to be de facto performed by third parties.
- II.7.2** Even where the contracting authority authorises the contractor to subcontract to third parties, it shall nevertheless remain bound by its contractual obligations and shall be solely responsible for the proper performance of this FWC.
- II.7.3** The contractor shall make sure that the subcontract does not affect rights and guarantees granted to the contracting authority by virtue of this FWC, notably by Article II.18.

ARTICLE II. 8 – AMENDMENTS

- II.8.1** Any amendment to the FWC or order form or specific contract shall be made in writing before fulfilment of all contractual obligations. An order form or a specific contract may not be deemed to constitute an amendment to the FWC.
- II.8.2** The amendment may not have the purpose or the effect of making changes to the FWC or to order forms or specific contracts which might call into question the decision awarding the FWC, order form or specific contract or result in unequal treatment of tenderers or contractors.

ARTICLE II. 9 – ASSIGNMENT

- II.9.1** The contractor shall not assign the rights, including claims for payments, and obligations arising from the FWC, in whole or in part, without prior written authorisation from the contracting authority.
- II.9.2** In the absence of such authorisation, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the contractor shall not be enforceable against the contracting authority and shall have no effect on it.

ARTICLE II. 10 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- II.10.1 Definitions** In this FWC the following definitions apply:

- (1) 'results' means any intended outcome of the performance of the FWC which is delivered and finally accepted by the contracting authority.
- (2) 'creator' means any natural person who contributed to the production of the result and includes personnel of the contracting authority or a third party.
- (3) 'pre-existing rights' means any industrial and intellectual property rights, including background technology, which exist prior to the contracting authority or the contractor ordering them for the purpose of the FWC performance and include rights of ownership and use by the contractor, the creator, the contracting authority and any other third parties.

- II.10.2 Ownership of the results** The ownership of the results shall be fully and irrevocably acquired by the Union under the FWC including any rights in any of the results listed in the FWC and order forms or specific contracts, including copyright and other intellectual or industrial property rights, and all technological solutions and information contained therein, produced in performance of the FWC. The contracting authority may exploit them as stipulated in this FWC or order forms or specific contracts. All the rights shall be acquired by the Union from the moment the results are delivered by the contractor and accepted by the contracting authority. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the contractor to the Union.

The payment of the price as set out in the order forms or specific contracts is deemed to include any fees payable to the contractor in relation to the acquisition of ownership of rights by the Union including all forms of use of the results.

The acquisition of ownership of rights by the Union under this FWC covers all territories worldwide.

Any intermediary sub-result, raw data, intermediary analysis made available by the contractor cannot be used by the contracting authority without the written consent of the contractor, unless the FWC or specific contract or order form explicitly provides for it to be treated as a self-contained result.

- II.10.3 Licensing of pre-existing rights** The Union shall not acquire ownership of the pre-existing rights.

The contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to the Union which may use the pre-existing right as foreseen in Article I.8.1 or in order forms or specific contracts. All the pre-existing rights shall be licensed to the Union from the moment the results were delivered and accepted by the contracting authority.

The licensing of pre-existing rights to the Union under this FWC covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

II.10.4 Modes of exploitation The Union shall acquire ownership of each of the results produced as an outcome of the FWC which may be used for any of the following purposes:

- (a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents¹⁴;
- (b) storage of the original and copies made in accordance with this FWC or specific contract or order form;
- (c) archiving in line with the document management rules applicable to the contracting authority.

II.10.5 Identification and evidence of granting of pre-existing rights and rights of third parties When delivering the results, the contractor shall warrant that they are free of rights or claims from creators and third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. This does not concern the moral rights of natural persons.

The contractor shall establish to that effect a list of all pre-existing rights and rights of creators and third parties on the results of this FWC or parts thereof. This list shall be provided no later than the date of delivery of the final results.

In the result the contractor shall clearly point out all quotations of existing textual works. The complete reference should include as appropriate: name of the author, title of the work, date and place of publication, date of creation, address of publication on internet, number, volume and other information which allows the origin to be easily identified.

Upon request by the contracting authority, the contractor shall provide evidence of ownership or rights to use all the listed pre-existing rights and rights of third parties except for the rights owned by the Union.

This evidence may refer, inter alia, to rights to: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form), IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

The evidence shall include, as appropriate:

- (a) the name and version number of a software product;
- (b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- (c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;
- (d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the results were created by its personnel;
- (e) the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities in case it is found that it does not hold the necessary rights, regardless of when and by whom this fact was revealed.

The contractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final results.

II.10.6 Creators By delivering the results the contractor warrants that the creators undertake not to oppose that their names be recalled when the results are presented to the public and confirms that the results can be divulged. Names of authors shall be recalled on request in the manner communicated by the contractor to the contracting authority.

The contractor shall obtain the consent of creators regarding the granting of the relevant rights and be ready to provide documentary evidence upon request.

II.10.7 Persons appearing in photographs or films If natural, recognisable persons appear in a result or their voice is recorded the contractor shall submit a statement of these persons (or of the persons exercising parental authority in case of minors) where they give their permission for the described use of their image or voice on request by the contracting authority. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

II.10.8 Copyright for pre-existing rights When the contractor retains pre-existing rights on parts of the results, reference shall be inserted to that effect when the result is used as set out in Article I.8.1 with the following disclaimer: © - year – European Union. All rights reserved. Certain parts are licensed under conditions to the EU.

II.10.9 Visibility of Union funding and disclaimer When making use of the results, the contractor shall declare that they have been produced within a contract with the Union and that the opinions expressed are those of the contractor only and do not represent the contracting authority's official position. The contracting authority may waive this obligation in writing.

ARTICLE II. 11 – FORCE MAJEURE

II.11.1 'Force majeure' means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the FWC, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.

¹⁴ According to art. 6.1 of the Council Regulation (EC) N°2062/1994 of 18 July 1994, Regulation (EC) N°1049/2001 applies to documents held by the Agency: http://osha.europa.eu/en/about/internal_documents

- II.11.2** A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.
- II.11.3** The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.
- II.11.4** The parties shall take all the necessary measures to limit any damage due to force majeure.

ARTICLE II. 12 – LIQUIDATED DAMAGES

The contracting authority may impose liquidated damages should the contractor fail to complete its contractual obligations, also with regard to the required quality level, according to the tender specifications.

Should the contractor fail to perform its contractual obligations within the time limits set by the FWC or the relevant order form or specific contract, then, without prejudice to the contractor's actual or potential liability or to the contracting authority's right to terminate the FWC or the relevant order form or specific contract, the contracting authority may impose liquidated damages for each and every calendar day of delay according to the following formula:

$$0.3 \times (V/d)$$

V is the price of the relevant purchase; d is the duration specified in the relevant order form or specific contract or, failing that, the period between the date specified in Article I.4.1 and the date of delivery or performance specified in the relevant order form or specific contract, expressed in calendar days

The contractor may submit arguments against this decision within 30 days of receipt of the formal notification. In the absence of a reaction on its part or of written withdrawal by the contracting authority within 30 days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

The parties 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 incurred due to failure to fulfil obligations which may be reasonably anticipated.

ARTICLE II. 13 – SUSPENSION OF THE PERFORMANCE OF THE FWC

- II.13.1 Suspension by the contractor** The contractor may suspend the performance of the FWC or order form or specific contract or any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The contractor shall inform the contracting authority about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the FWC, order form or specific contract.

Once the circumstances allow resuming performance, the contractor shall inform the contracting authority immediately, unless the contracting authority has already terminated the FWC, order form or specific contract.

- II.13.2 Suspension by the contracting authority** The contracting authority may suspend the performance of the FWC or order form or specific contract or any part thereof:

- (a) if the FWC or order form or specific contract award procedure or the performance of the FWC prove to have been subject to substantial errors, irregularities or fraud;
- (b) in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred.

Suspension shall take effect on the day the contractor receives formal notification, or at a later date where the notification so provides. The contracting authority shall as soon as possible give notice to the contractor to resume the service suspended or inform the contractor that it is proceeding with termination of the FWC or order form or specific contract. The contractor shall not be entitled to claim compensation on account of suspension of the FWC or order form or specific contract or of part thereof.

ARTICLE II. 14 – TERMINATION OF THE FWC

- II.14.1 Grounds for termination** The contracting authority may terminate the FWC, an order form or a specific contract respectively in the following circumstances:

- (a) if a change to the contractor's legal, financial, technical or organisational or ownership situation is likely to affect the performance of the FWC or order form or specific contract substantially or call into question the decision to award the FWC;
- (b) if execution of the tasks under a pending order form or a specific contract has not actually commenced within 15 days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the contracting authority, taking into account article II.8.2;
- (c) if the contractor does not perform the FWC or an order form or specific contract as established in the tender specifications or request for service or fails to fulfil another substantial contractual obligation; termination of three or more order forms or specific contracts on this ground shall constitute ground for termination of the FWC;
- (d) in the event of force majeure notified in accordance with article II.11 or if the performance of the FWC or order form or specific contract has been suspended by the contractor as a result of force majeure, notified in accordance with article II.13, where either resuming performance is impossible or the modifications to the FWC or order form or specific contract might call into question the decision awarding the FWC or order form or specific contract, or result in unequal treatment of tenderers or contractors;
- (e) if the contractor is declared bankrupt, is being wound up, is having its 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;
- (f) if the contractor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means;

- (g) if the contractor is not in compliance with its 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 it is established or with those of the country of the applicable law of this FWC or those of the country where the FWC is to be performed;
- (h) if the contracting authority has evidence that the contractor or any natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- (i) if the contracting authority has evidence that the contractor or any natural persons with the power to represent it or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the FWC, including in the event of submission of false information;
- (j) if the contractor is unable, through its own fault, to obtain any permit or licence required for performance of the FWC or order form or specific contract;
- (k) if the needs of the contracting authority change and it no longer requires new services under the FWC;
- (l) when due to the termination of the FWC with one or more of the contractors there is no minimum required competition within the multiple framework contract with reopening of competition.

II.14.2 Procedure for termination When the contracting authority intends to terminate the FWC or order form or specific contract it shall formally notify the contractor of its intention specifying the grounds thereof. The contracting authority shall invite the contractor to make any observations and, in the case of point (c) of Article II.14.1, to inform the contracting authority about the measures taken to continue the fulfilment of its contractual obligations, within 30 days from receipt of the notification.

If the contracting authority does not confirm acceptance of these observations by giving written approval within 30 days of receipt, the termination procedure shall proceed. In any case of termination the contracting authority shall formally notify the contractor about its decision to terminate the FWC or order form or specific contract. In the cases referred to in points (a), (b), (c), (e), (g), (j), (k) and (l) of Article II.14.1 the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), and (i) of Article II.14.1 the termination shall take effect on the day following the date on which notification of termination is received by the contractor.

II.14.3 Effects of termination In the event of termination, the contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the notification of termination, the contractor shall take all the appropriate measures to minimise costs, prevent damages, and cancel or reduce its commitments. The contractor shall have 60 days from the date of termination to draw up the documents required by the special conditions or order forms or specific contracts for the tasks already executed on the date of termination and produce an invoice if necessary. The contracting authority may recover any amounts paid under the FWC.

The contracting authority may claim compensation for any damage suffered in the event of termination.

On termination the contracting authority may engage any other contractor to execute or complete the services. The contracting authority shall be entitled to claim from the contractor all extra costs incurred in this regard, without prejudice to any other rights or guarantees it may have under the FWC.

ARTICLE II. 15 – REPORTING AND PAYMENTS

II.15.1 Date of payment Payments shall be deemed to be effected on the date when they are debited to the contracting authority's account.

II.15.2 Currency The FWC shall be in euros.

Payments shall be executed in euros or in the local currency as provided for in Article I.5.

Conversion between the euro and another currency shall be made according to the daily euro exchange rate published in the *Official Journal of the European Union* or, failing that, at the monthly accounting exchange rate established by the European Commission and published on its website, applicable on the day on which the payment order is issued by the contracting authority.

II.15.3 Costs of transfer The costs of the transfer shall be borne in the following way:

- (a) costs of dispatch charged by the bank of the contracting authority shall be borne by the contracting authority,
- (b) cost of receipt charged by the bank of the contractor shall be borne by the contractor,
- (c) costs for repeated transfer caused by one of the parties shall be borne by the party causing repetition of the transfer.

II.15.4 Invoices and Value Added Tax Invoices shall contain the contractor's identification, the amount, the currency and the date, as well as the FWC reference and reference to the order form or specific contract.

Invoices shall indicate the place of taxation of the contractor for value added tax (VAT) purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

The contracting authority is, as a rule, exempt from all taxes and duties, including VAT, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

The contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for performance of the FWC are exempt from taxes and duties, including VAT exemption.

II.15.5 Pre-financing and performance guarantees Pre-financing guarantees shall remain in force until the pre-financing is cleared against interim payments or payment of the balance and, in case the latter takes the form of a debit note, three months after the debit note is notified to the contractor. The contracting authority shall release the guarantee within the following month.

Performance guarantees shall cover performance of the service in accordance with the terms set out in the request for services until its final acceptance by the contracting authority. The amount of the performance guarantee shall not exceed

the total price of the order form or specific contract. The guarantee shall provide that it remains in force until final acceptance. The contracting authority shall release the guarantee within a month following the date of final acceptance.

Where, in accordance with Article I.4, a financial guarantee is required for the payment of pre-financing, or as performance guarantee, it shall fulfil the following conditions:

- (a) the financial guarantee is provided by a bank or an approved financial institution or, at the request of the contractor and agreement by the contracting authority, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the contracting authority to have recourse against the principal debtor (the contractor).

The cost of providing such guarantee shall be borne by the contractor.

II.15.6 Interim payments and payment of the balance The contractor shall submit an invoice for interim payment upon delivery of intermediary results, accompanied by a progress report or any other documents, as provided for in Article I.4 or in the tender specifications or in the order form or specific contract.

The contractor shall submit an invoice for payment of the balance within 60 days following the end of the period referred to in Article III.2.2, accompanied by a final progress report or any other documents provided for in Article I.4 or in the tender specifications or in the order form or specific contract.

Upon receipt, the contracting authority shall pay the amount due as interim or final payment, within the periods specified in Article I.4, provided the invoice and documents have been approved and without prejudice to Article II.15.7. Approval of the invoice and documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of recovery.

II.15.7 Suspension of the time allowed for payment The contracting authority may suspend the payment periods specified in Article I.4 at any time by notifying the contractor that its invoice cannot be processed, either because it does not comply with the provisions of the FWC, or because the appropriate documents have not been produced.

The contracting authority shall inform the contractor in writing as soon as possible of any such suspension, giving the reasons for it.

Suspension shall take effect on the date the notification is sent by the contracting authority. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the contractor may request the contracting authority to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph and the new document produced is also rejected, the contracting authority reserves the right to terminate the order form or specific contract in accordance with Article II.14.1(c).

II.15.8 Interest on late payment On expiry of the payment periods specified in Article I.4, and without prejudice to Article II.15.7, the contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in Euros (the reference rate) plus eight points. The reference rate shall be the rate in force on the first day of the month in which the payment period ends, as published in the C series of the *Official Journal of the European Union*.

The suspension of the payment period in accordance with Article II.15.7 may not be considered as a late payment.

Interest on late payment shall cover the period running from the day following the due date for payment up to and including the date of actual payment as defined in Article II.15.1.

However, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the contractor only upon request submitted within two months of receiving late payment.

ARTICLE II. 16 - REIMBURSEMENTS

II.16.1 Where provided by the special conditions or by the tender specifications, the contracting authority shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets, or failing that, on production of copies or scanned originals, or on the basis of flat rates.

II.16.2 Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

II.16.3 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;

In addition, travel outside Union territory shall be reimbursed provided the contracting authority has given its prior written consent.

II.16.4 Subsistence expenses shall be reimbursed on the basis of a daily subsistence allowance as follows:

- (a) for journeys of less than 200 km for a return trip, no subsistence allowance shall be payable;
- (b) daily subsistence allowance shall be payable only on receipt of supporting documents proving that the person concerned was present at the destination;
- (c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including meals, local transport which includes transport to and from the airport or station, insurance and sundries;
- (d) daily subsistence allowance shall be reimbursed at the flat rates specified in Article I.3;

(e) accommodation shall be reimbursed on receipt of supporting documents proving the necessary overnight stay at the destination, up to the flat-rate ceilings specified in Article I.3.

II.16.5 The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the contracting authority has given prior written authorisation.

II.16.6 Conversion between the euro and another currency shall be made as specified in Article II.15.2.

ARTICLE II. 17 – RECOVERY

II.17.1 If an amount is to be recovered under the terms of the FWC, the contractor shall repay the contracting authority the amount in question according to the terms and by the date specified in the debit note.

II.17.2 If the obligation to pay the amount due is not honoured by the date set by the contracting authority in the debit note, the amount due shall bear interest at the rate indicated in Article II.15.8. Interest on late payments shall cover the period from the day following the due date for payment up to and including the date when the contracting authority receives the full amount owed.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.

II.17.3 If payment has not been made by the due date, the contracting authority may, after informing the contractor in writing, recover the amounts due by offsetting them against any amounts owed to the contractor by the Union or by the European Atomic Energy Community or by calling in the financial guarantee, where provided for in Article I.4 or in the specific contract.

ARTICLE II. 18 – CHECKS AND AUDITS

II.18.1 The contracting authority and the European Anti-Fraud Office may check or have an audit on the performance of the FWC. It may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks and audits may be initiated during the performance of the FWC and during a period of five years which starts running from the date of expiry of the FWC.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the contracting authority. Audits shall be carried out on a confidential basis.

II.18.2 The contractor shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by national law and under the conditions laid down therein, for a period of five years which starts running from the date of expiry of the FWC.

II.18.3 The contractor shall allow the contracting authority's staff and outside personnel authorised by the contracting authority the appropriate right of access to sites and premises where the FWC is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate form.

II.18.4 On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the contractor, which shall have 30 days following the date of receipt to submit observations. The final report shall be sent to the contractor within 60 days following the expiry of that deadline.

On the basis of the final audit findings, the contracting authority may recover all or part of the payments made and may take any other measures which it considers necessary.

II.18.5 By virtue of Regulation (EC) No 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigation conducted by the European Anti-Fraud Office (OLAF), the OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the contracting authority.

II.18.6 The Court of Auditors shall have the same rights as the contracting authority, notably right of access, for the purpose of checks and audits.

SPECIFIC CONTRACT No [complete]
implementing Framework contract No [complete]

THE EUROPEAN AGENCY FOR SAFETY AND HEALTH AT WORK (hereinafter referred to as "the contracting authority"), represented for the purposes of the signature of this specific contract by Christa Sedlatschek, Director,

on the one part,

and

[full official name]

[official legal form]

[statutory registration number]

[full official address]

[VAT registration number]

(hereinafter referred to as "the contractor"), represented for the purposes of the signature of this specific contract by [forename, surname and function,]

[The parties identified above and hereinafter collectively referred to as 'the contractor' shall be jointly and severally liable vis-à-vis the contracting authority for the performance of this specific contract.]

on the other part,

HAVE AGREED

ARTICLE III.1: SUBJECT MATTER

III.1.1 This specific contract implements Framework Contract (FWC) No [complete] signed by the contracting authority and the contractor on [complete date].

III.1.2 The subject matter of this specific contract is [short description of subject]. [This specific contract relates to lot [complete] of the FWC.]

III.1.3 The contractor undertakes, in accordance with the terms set out in the FWC and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the [following tasks:] [tasks specified in Annex [complete].]

ARTICLE III.2: ENTRY INTO FORCE AND DURATION

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

III.2.2 The duration of the execution of the tasks shall not exceed [complete] [days] [months]. Execution of the tasks shall start from [the date of entry into force of this specific contract] [insert 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 maximum total price to be paid under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

III.3.2 In addition to the maximum total price [no reimbursable expenses are foreseen].

ARTICLE III.4: EXPLOITATION OF THE RESULTS

[Not applicable]

ANNEXES

Request for service

Contractor's specific tender of [insert date])

SIGNATURES

For the contractor,

[Company name/forename/surname/function]

For the contracting authority,

[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [place], [date]

Done at [Bilbao], [date]

In duplicate in English.