



Tender specifications

Foresight of new and emerging risks to occupational safety and health associated with new technologies in green jobs by 2020

- SERVICE CONTRACT -

OPEN TENDER PROCEDURE
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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

As a tripartite organisation, the European Agency for Safety and Health at Work (EU-OSHA) works closely with governments, employers' and workers' representatives. In its role as a single reference point for occupational safety and health (OSH) information, EU-OSHA commissions, collects, analyses and publishes new scientific research and statistics on OSH risks.

It shares good practice and communicates information in a variety of ways to reach workers and workplaces. EU-OSHA runs awareness-raising campaigns, including 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 looks out for risks which may only be emerging due to the fast pace of change in the workplace. In order to do this, the ERO provides an overview of safety and health at work in Europe, describes trends and underlying factors, and anticipates changes in work and their likely consequences for safety and health. 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.

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.

Aims and objectives

EU-OSHA has six strategic goals for 2009-2013:

- To raise awareness of OSH risks and their prevention
- To identify good practice in OSH and facilitate its exchange
- To anticipate new and emerging risks in order to facilitate preventive action
- To promote Member State co-operation on information sharing and research
- To promote networking to make the best use of OSH resources in Europe and beyond, and
- To make the EU-OSHA a leading exemplar in social and environmental responsibility.

And in working towards these goals, EU-OSHA aims to be:

- Pan-European: creating a common approach to OSH
- Relevant and responsive to user needs
- Reliable and transparent, providing accurate and unbiased information
- Tripartite: working with employers, employees and government, and
- Partnership- and network-based.

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 of the 'changing world of work' on OSH is a key challenge to be addressed by the EU. Demographic changes, as well as changes in work organisation, work processes and production

methods, can lead to new types of risks or demand new solutions. The Community strategy on health and safety at work 2002-2006¹ 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 2007-2012² 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 A foresight of new and emerging OSH risks associated with new technologies in 'green jobs' by 2020

Background

Working environments are continuously changing with the introduction of new technologies, substances and work processes, changes in the structure of the workforce and the labour market, and new forms of employment and work organisation. New work situations bring new risks and challenges for workers and employers, which in turn demand political, administrative, technical and regulatory approaches to ensure high levels of safety and health at work.

In occupational safety and health (OSH) policy and practice, attention has too often focused on reacting to existing risks and problems. The need for forward-looking efforts to identify future risks was underlined in the Community strategy 2002-2006¹, which called on EU-OSHA to 'set up a risk observatory' and to 'anticipate new and emerging risks' in order to tackle the continuously changing world of work and the associated new risks.

The current strategy 2007-2012² has further identified a series of problems that arise from the current changes in society and workplaces and in particular from the fact that 'the nature of occupational hazards is changing in tandem with the acceleration of innovation'. The strategy emphasises 'risks associated with new technologies' as an area where risk anticipation should be enhanced.

At the same time, the European Union is committed to a 20% reduction in greenhouse gas emissions and to increasing the market share of renewable energy by 20% by 2020³. In its meeting in March 2009, the Environment Council emphasised 'that the economic crisis and the policy measures in response to it provide an opportunity to achieve necessary economic reforms and at the same time to speed up reforms towards a safe and sustainable low-carbon and resource-efficient economy' and 'reaffirmed the importance of environmental technologies as one of the fastest growing markets and a means to both reduce pressure on the environment and improve energy and resource efficiency, as well as to strengthen competitiveness and support job creation'⁴.

From 2010 to 2013, a total of €3.2 billion will be allocated for research through the three following public-private partnerships, with half of the funds coming from industry and half from the European Commission through the 7th Framework Programme for Research and Development:

- **Factories of the Future (€1.2 billion):** An initiative to help EU manufacturers, especially small to medium-sized businesses, adapt to global competitive pressures by increasing their knowledge and use of the technologies of the future.

¹ 'Adapting to change in work and society: a new community strategy on health and safety at work 2002-2006'

² 'Improving quality and productivity at work: Community strategy 2007-2012 on health and safety at work'.

³ Brussels European Council 8/9 March 2007, Presidency conclusions. 7224/1/07, REV 1, CONCL 1, Brussels, 2 May 2007.
http://www.consilium.europa.eu/uedocs/cms_data/docs/pressdata/en/ec/93135.pdf

⁴ Council of the European Union, Contribution of the Council (Environment) to the Spring European Council (19 and 20 March 2009) – Council conclusions, Information note, 7065/09. Brussels, 3 March 2009.
<http://register.consilium.europa.eu/pdf/en/09/st07/st07065.en09.pdf>

- Energy-efficient Buildings (€1 billion): An initiative to promote green technologies and development of energy-efficient systems and materials in European buildings.
- Green Cars (€1 billion): An initiative emphasizing the development of renewable and non-polluting energy sources, safety and traffic fluidity in the automotive field. 'Greening' is necessary to achieve EU and world targets for emissions reductions.

Research projects worth an additional €268 million are due to start by mid 2010 on topics such as:

- innovative manufacturing technologies, materials and processes to produce more, while consuming less material, less energy, and producing less waste;
- more energy-efficient buildings, including new constructions and greening of existing buildings, new materials and construction techniques;
- greener cars and smarter transport systems, including electrification of road and urban transport, and research into hybrid technologies.

Several EU Member States have introduced stimulus packages to protect the development of renewable energy and clean technology. In the UK, for example, the €110 billion Renewable Energy Programme is expected to create 160,000 jobs from 2008 to 2020⁵. In the US, the €585 billion recovery programme has set aside €75 billion for a variety of green measures. China has committed 12% of its €435 billion stimulus package to energy efficiency and other environmental-protection measures, and South Korea will provide €28 billion for low-carbon projects, water management and recycling.

Scope of the foresight

In this context, the proposed foresight will consider the potential impact which key **technological innovations** may have on workers' health and safety – looking at positive and negative aspects – in jobs in the **green economy** ('green jobs') and what **OSH new and emerging risks** this may bring by **2020**.

For the scope of this foresight, technological innovations may include new technologies that may be developed by 2020, introduced into 'green' workplaces and create new and emerging risks; or existing technologies that may be used in 'green' workplaces and may lead to the development of new work processes, and create new and emerging risks.

Green jobs are defined "as positions in agriculture, manufacturing, construction, installation, and maintenance, as well as scientific and technical, administrative, and service-related activities that contribute substantially to preserving or restoring environmental quality"⁶. Green jobs may be created not only through the development of new technologies and the emergence of new industries but also in established companies and sectors which, in order to remain competitive, may 'green' their activities and transform their jobs, implying changes in working processes, etc..

Green jobs include for example^{6,7}:

- new technologies, business practices and activities that contribute to improving energy, materials, and water efficiency – for example researching new energy-efficient building material technologies, retrofitting buildings to improve their energy efficiency; construction and maintenance of wind energy turbines; constructing and maintaining wind farms or solar panels; constructing 'smart' electrical grid transmission systems⁸;
- methods and techniques that help avoid or minimise the generation of waste, such as jobs related to recycling or landfill-mining to retrieve (sometimes precious) metals;

⁵ European Commission, Environment Directorate-General "European Union - Helping the green sector through difficult times." (May 2009). Retrieved 07 September 2009, from: http://ec.europa.eu/environment/etap/inaction/showcases/eu/386_en.html

⁶ UNEP, ILO, IOE, ITUC, "Green Jobs: Towards Decent Work in a Sustainable, Low-Carbon World", September 2008. http://www.unep.org/PDF/UNEPGreenJobs_report08.pdf

⁷ Robert Pollin et al., « Green recovery: A program to create good jobs and start building a low-carbon economy", Political Economy Research Institute (PERI), University of Massachusetts-Amherst, September 2008. http://www.peri.umass.edu/fileadmin/pdf/other_publication_types/peri_report.pdf

⁸ "A "smart grid" combines advances in information technology with innovations in power-systems management to create a significantly more efficient distribution system for electrical energy. A smart grid would accommodate decentralized power production from renewable sources; directly interface with equipment, appliances, and electrical vehicles to improve energy efficiency; and redistribute energy supply to accommodate unexpected surges in use and avoid mass outages."

- jobs related to the manufacture of green products, for example green substitutes for cleaning solvents, and jobs where green products are used in traditional fields such as agriculture, healthcare, and the service sector;
- or new structures and infrastructures that generally make an economy less reliant on material inputs.

Constructing wind farms, for example, creates jobs for sheet metal workers, machinists, and truck drivers, among many others. Increasing the energy efficiency of buildings through retrofitting requires roofers, insulators, and building inspectors.

While creating jobs, it is important to ensure that the green economy is not only protecting the environment but also workers' health and that green jobs are safe and healthy jobs. In some of these jobs, the hazards to workers may be similar to those in long-standing activities. For example, the safety and health issues involved in building wind turbines may be similar to those for constructing a multi-story building, and we have to ensure that the relevant OSH knowledge is transferred to these new activities. However, new types of green jobs may bring new risks to workers. In traditional jobs that are 'greening', workers may be faced with known risks that had not previously affected their occupation. At the same time, these changes may also present the opportunity to eliminate hazards through planning, design and organisation.

The basis of foresight is an understanding that the future can evolve in different directions, which can be shaped by the actions of various players and the decisions taken today. **Scenario development** is used as a tool for building visions of possible futures that actions today can help avoid or make happen.

The process requires **multidisciplinary** input, including OSH experts as well as experts from other disciplines (such as environmental protection, occupational medicine, public health, sociology, economics, demography, politics, etc.), people from the public and private sectors (including at company level) involved in Research and Development in relation to technological innovations, representatives of companies at the forefront of sustainable development, people involved in the implementation of the greening policy agenda, as well as from all other areas where key drivers of change may impact on the introduction of new technologies in green jobs and create new OSH risks. This will enable proper account to be taken of the demographic, scientific, societal and economic context, including, for example, socio-economic trends which affect the labour market; trends in public attitude towards risks; and national, European and international political agendas and developments, such as globalisation or economic crises. Indeed, it is essential to bring together all the relevant disciplines in order to increase the likelihood of capturing all key components and of developing more relevant foresights.

The **primary target group** of this foresight comprises **representatives of EU decision-makers, Member States governments, trade unions' and employer's representatives** who, in view of the foresight results, may take decisions so as to shape the future of OSH in green jobs towards safer and healthier workplaces. The outcome of the foresight should help them:

- to have a better understanding of longer-term developments affecting green jobs and how these may result from current policy decisions;
- to better assess what decisions they need to consider in order to prevent the occurrence of the possible new and emerging risks identified or to minimise their possible impact in the future.

A further target group includes the workplace level as well as the research community.

It is important to adapt the process to the needs of the primary target audience. Their **participation** in the scenario development process is essential. The process encourages the involvement of a wide range of views in order to assemble different versions of the future.

2 SUBJECT OF THE CONTRACT

2.1 Overview

This contract covers the production of the above described foresight. The foresight will have a **ten year time horizon** and will be produced by means of the **scenario-building method**.

The tasks covered under this contract include the development of the tools that will be used to carry out the foresight (e.g. survey questionnaires, preparatory documents for possible workshops, focus groups, etc.); fieldwork (e.g. literature reviews and reviews of existing foresights/studies, e-mail or telephone based surveys, structured interviews, etc.); organisation and moderation of possible focus groups and workshops; building scenarios and putting them in a publishable form adapted to the target group; and reporting.

It also covers engaging with the primary target group of this foresight as well as high-level experts and representatives as described in 1.3

The study should combine qualitative and quantitative research, consolidating the qualitative data with the available quantitative data as much as possible.

It will be carried out in three distinct phases as described in 2.2 to 2.5 below. It should be noted that execution of the second and third phases will be conditional on satisfactory completion of the prior phase on the part of the contractor and also on availability of the necessary budget appropriations on the part of EU-OSHA.

As part of his/her tender, the contractor must submit a methodology that demonstrates how he will carry out each of the tasks described in these specifications. This must specify the way in which he will engage with a number of key players - such as experts in OSH, who should preferably be involved in all steps of the foresight production, and other disciplines (such as innovations research, environmental protection, occupational medicine, public health, sociology, economics, demography, politics, etc.), from the public and private sectors (including at company level) – and the primary target audience of this foresight.

The tender must also demonstrate the contractor's expertise in foresight studies as well as occupational safety and health (OSH).

2.2 Description of the services to be provided

The following table provides an overview of the work packages (WP) comprised in each of the three phases of the project, which are described in further detail below.

| <u>Work package (WP)</u> | <u>Work package title</u> |
|--------------------------|---|
| <u>Phase 1</u> | |
| WP 1.1 | Review of existing information material on contextual drivers of change |
| WP 1.2 | Consolidation of the list of contextual drivers of change developed in WP 1.1 |
| WP 1.3 | Selection of the key contextual drivers of change |
| <u>Phase 2</u> | |
| WP 2.1 | Review of existing information material on technological innovations |
| WP 2.2 | Consolidation of the list of technological innovations developed in WP 2.1 |
| WP 2.3 | Selection of the key technological innovations |
| <u>Phase 3</u> | |
| WP 3.1 | Scenario building |
| WP 3.2 | Testing and consolidating the scenarios |

2.3 Phase 1 – KEY CONTEXTUAL DRIVERS OF CHANGE

- Maximum available budget: €100,000.
- Indicative deadline for completion of work: 8 months after start of the contract

Phase 1 aims at identifying and describing the key contextual drivers of change that could contribute to creating new and emerging risks associated with new technologies in green jobs within ten years.

Work package 1.1 - Review of existing information on contextual drivers of change

The contractor will carry out a review of existing information (foresight, forecasts, studies, surveys, scientific reviews, statistics, etc.) in order to identify contextual drivers of change. Relevant contextual drivers of change may for example relate to socio-cultural, economic, political and environmental context. The contractor will present the methodology and the findings of the review in a short working report (maximum 10 pages) that will be the basis for discussion in work package (WP) 1.2.

The tender will explain the search methodology that will be implemented, the type of sources that will be searched (which may include bibliographic databases, scientific journals, 'grey literature', statistics at national or European level, etc.), and which languages will be covered.

Work package 1.2 – Consolidation of the list of contextual drivers of change

The results from the review of WP1.1 will be consolidated using the expertise of key people who are aware of contextual drivers of change that may not yet be described in published material and that may therefore not be accessible with the methodology described in WP 1.1. The technical report produced in WP 1.1 will be the basis for discussion with these key people.

EU-OSHA reserves the right to accept or reject the key people proposed by the contractor, as well as to propose additional ones to those identified by the contractor.

The contractor will organise and run the events such as interviews, surveys, workshops, etc, necessary for this consolidation step as proposed in his/her tender. The contractor will cover the possible costs associated with the participation of these persons in these events (e.g. any travel costs or professional fees that might be payable). EU-OSHA will cover the costs of participation for any of its own staff or of the representatives of the target group that it nominates for participation.

At the end of WP 1.2, a working report (maximum 20 pages) will be produced based on the report produced in WP 1.1 and will additionally present the methodology applied for consolidation and the consolidated list of key drivers of change. The drivers of change will be presented with enough, clear information in order to enable a sound selection of the key drivers as described in WP 1.3.

The tender will indicate what tools will be used to reach this knowledge not found in published material. This may include (a mix of) brainstorming workshops, interviews of key people, etc. as necessary for the quality of the results. It will also indicate the disciplines that should be covered by the external participants in this work package, what expertise they should have, how many participants the tenderer intends to involve and how he/she will identify them and ensure their involvement in the project.

Work package 1.3 – Selection of the key contextual drivers of change

Key contextual drivers of change are those that represent the most important underlying or 'driving' forces for significant changes in the future and are most likely to lead to the emergence of new OSH risks from the application of new technologies in green jobs.

The key contextual drivers of change will be selected from the list established in WP 1.2 in consultation with EU-OSHA and the target group of the foresight.

The contractor will organise and run the events such as surveys, workshops, etc, necessary for the selection of the key drivers of change as proposed in his/her tender. EU-OSHA reserves the right to accept or reject the key people proposed by the contractor for participation in these events. The contractor will cover the possible costs associated with the participation of these persons in these events (e.g. any travel costs or professional fees that might be payable). EU-OSHA will cover the costs of participation for any of its own staff or of the representatives of the target group that it nominates for participation.

The key drivers selected will be presented in a report (maximum 50 pages) describing the methodology implemented throughout work packages 1.1, 1.2 and 1.3 and include short descriptions of the key

drivers, bearing in mind the scope of the foresight, in order to support the scenario development in phase 3.

The tenderer will explain the method according to which the key drivers will be selected, describing the tool(s) used (e.g. expert panels, surveys, workshops), the expertise required from the external participants and the disciplines that should be represented in order to ensure the reliability and validity of the selection of the key drivers (OSH should be in any case represented), the number of participants they intend to involve, the criteria and ranking system according to which the key drivers will be selected. They will indicate a minimum and maximum number of key drivers of change which they aim to describe.

2.4 Phase 2 – KEY TECHNOLOGICAL INNOVATIONS

- Maximum available budget: €100,000.
- Indicative deadline for completion of work: 8 months after end of phase 1
- Execution of this phase is conditional on:
 1. Satisfactory completion of Phase 1
 2. Availability of budget

Phase 2 aims at identifying and describing the key technological innovations that may be introduced in green jobs within 10 years and which may lead to new and emerging risks in the workplace, bearing in mind that some major technological innovations may also have positive impact on workers' safety and health.

Work package 2.1 – Review of existing information material on technological innovations

This work package aims at identifying technological innovations that may be introduced in green jobs by 2020 and may impact – positively or negatively - on worker's safety and health. As in phase 1, the identification of technological innovations will start with a review of results from existing information material on technological innovations, e.g. from available foresight studies on the future of technology, scientific literature but also from 'grey literature' from other reliable sources, such as government documents, newsletters, reports, working papers, bulletins, etc. Technology patents are an example of further types of sources that could be included in the review.

This work package must be based on a sound review methodology that includes an appropriate analysis of the information collected and clear presentation of the findings in a short working report (maximum 10 pages) that will be the basis for discussion in WP 2.2.

The tenderer should specify the methodology, the type of sources that will be searched, the languages that will be covered and the quality criteria they will apply to identify reliable data.

Work package 2.2 – Consolidation of the list of key technological innovations

The results from the review of WP 2.2 will be consolidated using the expertise of key people who may be aware of important technological innovations that may not yet be described in published material and may therefore not be accessible through the methodology described in WP 2.1. These key people should be drawn from research, academia and the private sector, and include for example experts in OSH, or from companies involved in the development of technological innovations, or from research and development (R&D) departments of private companies where new technologies are being developed that could be introduced in work processes by 2020, even if this is not the type of application for which they are primarily being developed, and impact on OSH. The technical report produced in WP 2.1 will be the basis for the work done in WP 2.2.

EU-OSHA reserves the right to accept or reject the key people proposed by the contractor, as well as to propose additional ones to the ones identified by the contractor. The contractor will organise and run the events such as interviews, surveys, brainstorming workshops, etc, necessary for this consolidation step mentioned in his/her tender. The contractor will cover the possible costs associated with the participation of external key people in these events (e.g. any travel costs or professional fees that might be payable). EU-OSHA will cover the costs of participation for any of its own staff or of the representatives of the target group that it nominates for participation.

At the end of WP 2.2, a working report (maximum 20 pages) will be produced based on the report produced in WP 2.1 and will additionally present the methodology applied for consolidation and the consolidated list of technological innovations. The technological innovations identified will be presented with enough, clear information in order to enable a sound selection of the key ones as described in WP 2.3.

The tender should indicate what tools will be used to consolidate the list of technological innovations established in WP 2.2, how they will ensure the participation of key people, in particular from the private sector, and how many they intend to involve. The tools implemented could include (a mix of) brainstorming workshops, surveys or interviews of key people, etc. as necessary for the quality of the results.

Work package 2.3 – Selection of key technological innovations

The key technological innovations will be selected from the list established in WP 2.2, in consultation with EU-OSHA and the primary target group of the foresight. Key technological innovations are those that are most likely to be introduced in green jobs by 2020 and create new and emerging risks to workers' safety and health, bearing in mind that major technological innovations may also have positive impacts on worker's safety and health.

Selection criteria could be for example:

- the degree of 'certainty'/likelihood that a technological innovation will be introduced in green jobs by 2020; and
- the 'importance' of the impact that the technical innovations could have in green jobs and on workers' safety and health.

The contractor will organise and run the events such as surveys, workshops, etc, necessary for the selection of the key technological innovations as proposed in his/her tender. EU-OSHA reserves the right to accept or reject the key people proposed by the contractor. The contractor will cover the possible costs associated with the participation of external key people in these events (e.g. any travel costs or professional fees that may be payable). EU-OSHA will cover the costs of participation for any of its own staff or of the representatives of the target group that it nominates for participation.

The key technological innovations selected will be presented in a report (maximum 50 pages) describing the methodology implemented throughout work packages 2.1, 2.2 and 2.3 and include short descriptions of the technology explaining and how/where in work processes in green jobs the new technology may be introduced, what would be its role and how it would function and how it may modify work processes.

The tenderer will explain the methodology according to which the key technological innovations will be selected, describing the (combination of) tool(s) used (e.g. expert panels, surveys, workshops), the expertise required from the external people involved in the selection and the disciplines that should be represented in order to ensure the reliability and validity of the selection of the key technological innovations. OSH is one of the disciplines that should in any case be represented. The tenderer will also mention how many participants they intend to involve, describe how they will engage with them and ensure their participation, in particular from the private sector. The tenderer will give details about the criteria and ranking system according to which the key technological innovations will be selected and indicate a minimum and maximum number of key technological innovations which they aim to describe.

2.5 Phase 3 – SCENARIOS

- Estimated maximum available budget: €250,000.
- Indicative deadline for completion of work: 8 months after end of phase 2
- Execution of this phase is conditional on:
 1. Satisfactory completion of Phases 1 and 2
 2. Availability of budget

The aim is to develop, for each key technological innovation selected in phase 2, a set of plausible and consistent scenarios describing how the key technology may evolve in the perspective of the contextual

changes induced by the key drivers of changes, and how this may impact on OSH in green jobs – looking at positive and negative aspects - and create new and emerging risks to workers' safety and health.

Work package 3.1 – Scenario development

The methodology to follow in order to build the scenarios consists in three steps: 1) Scenario outlines: Setting the frame of the possible scenarios for each key technological innovation; 2) Selecting the most worthy scenarios for each key technology; and 3) Constructing the scenarios.

1) Scenario outlines:

The key drivers of change selected in phase 1 will help to define the frame of the scenarios by assuming that each key driver has several possible states. For each key technological innovation, the number of possible scenarios may be obtained by envisaging the plausible different state of each key driver combined with each other.

2) Selecting the most worthy scenarios:

The most 'worthy' and effective scenarios for each key technology will be selected. Commonly used criteria for this are the scenarios' plausibility, consistency and utility for decision making:

- Plausibility: it must fall within the limits of what might conceivably happen;
- Consistency: A scenario must be internally consistent. This means that the combination of logics in a scenario must not have any built-in inconsistency that could undermine the credibility of the scenario;
- Decision-making utility: each scenario, and all scenarios if they constitute a set, should contribute to specific insights into the future.

It is normally not recommended to assign probabilities to the scenarios. Indeed, some of the most surprising scenarios may be the ones from which the most can be learnt. Scenarios are meant to illuminate different futures. Choosing only one scenario as a goal may blind other developments and possibilities.

Typically, only three to five scenarios per key technological innovation should be outlined. Using the criteria above usually makes it possible to quickly select the few scenarios that are most worthy of development. Some possible scenarios may be easily eliminated because their combinations of 'logics' are thought to be implausible or inconsistent.

The aim is to end up with just few scenarios which are useful tools for policy-makers.

The tenderer will detail the criteria on the basis of which he/she will select the most worthy and effective scenarios, and indicate a minimum and maximum number of scenarios he/she intends to have at the end of this step.

3) Construction of the scenarios:

Once the 'worthy' scenarios have been selected, they have to be developed. The scenarios are in principle developed in focus groups. It is recommended to have one focus group per key technological innovation identified in phase 2. The focus groups should be moderated by a professional facilitator experienced in scenario building. The facilitator will explain how to run the scenario building process and lead the entire operation.

The scenario produced should describe how events might unfold between now and 2020, supporting qualitative data with quantitative data as much as possible. It should tell a story that should be remarkable, convincing, logical, and plausible. Each scenario should have a descriptive title that transmits the essence of the events described in the scenario. The titles should also be short enough to be easily memorable.

For the scenario building process, it is essential to bring together all the relevant disciplines and key people in order to increase the likelihood of capturing all key components and of developing more relevant foresights. This includes OSH experts as well as experts from other disciplines (such as environmental protection, occupational medicine, public health, sociology, economics, demography, politics, etc.), people from the public and private sectors (including at company level) involved in Research and Development in relation to technological innovations, representatives of companies in the

forefront of sustainable development, management and union representatives from 'green' companies, people involved in the implementation of the greening policy agenda, etc..

In addition to these external key people, representatives of the target group of the foresight identified by EU-OSHA (e.g. its European Risk Observatory Advisory Group) will participate in the scenario development in order for them to better understand the scenarios produced and to increase their sense of ownerships thereof. They will be then more likely to act on the implications of the scenarios.

The contractor will prepare a interim report – to be consolidated in WP 3.2 - of up to 120 pages, including executive summary, annexes and bibliographical references that will contain:

- a description of the methodology followed throughout phases 1 and 2 and in WP 3.1;
- a description of the key drivers of change selected in phase 1 and of the key technological innovations selected in phase 2;
- a detailed description of the scenarios produced in WP 3.1 (full scenarios), describing how the events might unfold between now and 2020
- brief, illustrated and easy to read summaries of the scenarios (short form scenarios) that could for example be published independently from this report at a later stage and disseminated and used at future EU-OSHA events;
- and conclusions.

This report will be the basis for WP 3.2.

Tenders should explain in detail the methodology they propose for this work package. They will describe the tools used (e.g. focus groups, workshops, interviews, etc.), indicate a minimum and maximum number of events (e.g. focus groups, workshops, interviews, etc.) they intend to run, indicate the number of participants they plan to have at these events, the expertise and background of the external key people they intend to involve in the scenario development, and explain how they will engage with them and ensure their active participation. The events (e.g. focus groups, workshops, etc.) will be organised and run by the contractor, who will cover the possible costs associated with the participation of external key people in these events (e.g. any travel costs or professional fees that may be payable). EU-OSHA will cover the costs of participation for any of its own staff or off the representatives of the target group that it nominates for participation.

Tenders should also provide information regarding the selection and participation of a professional moderator for potential focus groups.

Work package 3.2 – Testing and consolidating the scenarios

The contractor will organise a workshop with representatives of the target group identified in collaboration with EU-OSHA to present them the scenarios produced under WP 3.1 in order to test the scenarios with regards to their coherency and utility, and to revise/consolidate them with the feedback received.

The contractor will be responsible for preparing, organising and running the workshop. EU-OSHA will cover the costs associated with the participation of the representatives of the target group.

Building upon the interim report produced in WP 3.1, the contractor will deliver a final report of maximum 150 pages, including executive summary, annexes and bibliographical references. The final report will include:

- a description of the methodology followed throughout phases 1, 2 and 3;
- a description of the key drivers of change selected in phase 1 and of the key technological innovations selected in phase 2;
- a detailed description of the consolidated scenarios (full scenarios), describing how the events might unfold between now and 2020
- brief, illustrated and easy to read summaries of the consolidated scenarios (short form scenarios) that could for example be published independently from this report at a later stage and disseminated and used at future EU-OSHA's events;
- an evaluation of the entire methodology and its implementation (what went well and what went wrong) and recommendations for improvement;

- and revised conclusions taking account of the workshop discussions.

The tenderers will explain in detail how they will test and consolidate the scenarios produced in WP 3.1.

2.6 Geographical coverage

The scenarios produced should be relevant for the Member States of the European Union.

The foresight will be produced on the basis of information and expertise mainly from the Member States but should also include countries where information and expertise necessary to improve the quality of the foresight is available (e.g. the United States, Canada, Australia, Japan, the EFTA, the Candidate Countries, etc.).

It is not expected that participants from all 27 Member States will participate in the production of the foresight. A selection of representative Member States may be proposed on the basis of their information availability and relevance, seeking however to include the maximum of those. The selection of countries will ensure that the project aims are met and avoid bias.

The selection proposed by the contractor will be justified and will have to be approved by EU-OSHA.

2.7 Language requirements

All outputs will be written in good quality English of publishable standard and appropriate for the target groups.

All communication with EU-OSHA and representatives of the target group (e.g. European Risk Advisory Group), including progress reports, will be in English.

2.8 Budget

Tenderers' offers must not exceed the maximum budget of indicated for each of the three project phases indicated in the preceding sections:

Phase 1: €100,000

Phase 2: €100,000

Phase 3: €250,000

Execution of phases two and three is conditional on successful completion of the previous phase and on availability of budget.

The total value of the contract that may be concluded under this call is €450,000.

2.9 Schedule

The contractor should start work upon signature of the contract, which is expected to take place in December 2009. With respect to execution of phases two and three, the contractor will start work upon approval by EU-OSHA of the final deliverable required for payment of the previous phase of work and confirmation of availability of budget for the next phase.

2.10 Deliverables

The following deliverables correspond to each of the three phases described in preceding sections:

Phase 1

- D1 Short working report (maximum 10 pages) presenting the review methodology applied, an analysis of the information collected and the relevant drivers of change identified in the review
- D2 Short working report (maximum 20 pages) building upon D1 and presenting the methodology applied to consolidate the findings of WP 1.1 and the consolidated list of drivers of change
- D3 Final report of phase 1 (maximum 50 pages) describing the methodology implemented throughout WP 1.1, 1.2 and 1.3 and including short descriptions of the key drivers selected

Phase 2

- D3 Short working report (maximum 10 pages) presenting the review methodology applied, an analysis of the information collected and the relevant technological innovations identified in the review
- D4 Short working report (maximum 20 pages) building upon D3 and presenting the methodology applied to consolidate the findings of WP 2.1 and the consolidated list of technological innovations with enough descriptive information to enable the selection in WP 2.3
- D5 Final report of phase 2 (maximum 50 pages) describing the methodology implemented throughout WP 2.1, 2.2 and 2.3, and including short descriptions of the key technological innovations selected

Phase 3

- D6 Interim report (maximum 120 pages) to be delivered at the end of WP 3.1 including an executive summary, a description of the entire methodology used in phases 1 and 2 and in WP 3.1, the full scenarios, short form scenarios, conclusions, annexes and bibliographical references.
- D7 Final report (maximum 150 pages) building upon D6 and containing an executive summary, a description of the methodology followed through phases 1, 2 and 3, the consolidated full scenarios, the consolidated short form scenarios, evaluation of the methodology, recommendations, conclusions, annexes and bibliographical references.

The reports must be written in clear, concise English, aimed principally at an audience of decision makers and social partners. Effective use should be made of graphics and tables so that statistical information is presented clearly

All deliverables must be submitted in electronic format compatible with the Microsoft Office suite. Images should be included in deliverables where appropriate and must be submitted as separate, high resolution files and be copyright free.

Products intended for publication should follow the Inter-institutional Style Guide⁹.

2.11 Project management

The aim is to ensure delivery of a foresight of new and emerging risks to occupational safety and health associated with new technologies in green jobs in 2020, carried out to the highest standards and respecting a timetable.

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

Quality assurance

In addition to the specific requirements included under the work packages above, tenderers must describe the measures they will adopt to assure a high-level quality in the implementation of the foresight in general, including with respect to:

Content – information must be comprehensive, up to date, accurate, relevant to the specified topic, and at a level suitable for the specified target audience. In this respect, deliverables should where possible:

- Support the prevention model set out in the 89/391/EEC framework directive
- Take account of the European social model and the Lisbon strategy for growth and jobs
- Take account of the diversity of the working population
- Be original, with sources properly referenced.

Language and presentation – all deliverables must be in high quality English in a style suitable for the specified target audience and have a clear, logical and easy to follow structure

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

⁹ <http://publications.europa.eu/code/en/en-000100.htm>

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).

Meetings

Project meetings

During each of the three phases of the project, a kick-off meeting - within one month following the start of the phase - and a minimum of one progress meeting will be held, preferably using tele- or video-conferencing, or otherwise at a venue of the contractor's choosing.

During the course of the project, additional progress 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 a meeting, the contractor shall first explore the possibility of using tele- or video- conferencing as an alternative to face-to-face meetings.

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

During each of the three project phases, the contractor will be required to attend a one-day meeting of EU-OSHA's Advisory Group or Governing Board at a venue specified by EU-OSHA. Travel and subsistence costs associated with attendance at these meetings will be reimbursed by EU-OSHA in accordance with Article II.7 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 participation in meetings of its own staff or representatives invited by EU-OSHA (e.g. members of its Advisory Groups).

Events organised by the contractor for the foresight production

The contractor will cover the costs associated with the preparation, organisation and running of events such as interviews, surveys, workshops, focus groups, etc. necessary for phases 1, 2 and 3 according to the methodology described in his/her offer, as well as financial costs that may be necessary to ensure the involvement of the key people in those events (e.g. in form of any travel costs or expert fees payable). When choosing a venue for such events, the contractor should bear in mind the accessibility of the location in order to facilitate participants' attendance.

EU-OSHA reserves the right to send a delegate or representative to attend any of the potential interviews, surveys, workshops, etc. organised by the contractor within the scope of the project.

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 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 the tendering procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Communities in the field of public procurement on the conditions laid down in that agreement.

EU-OSHA's Financial Regulation, adopted on 29th September 2003¹⁰, 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.

3.1.1 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 Supervisor¹¹.

3.1.2 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.

3.1.3 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.

¹⁰ Available at http://ec.europa.eu/budget/other_main/working_commission_en.htm

¹¹ <http://edps.europa.eu>

The tenderer must indicate clearly in their methodology which parts of the work will be sub-contracted and the identity of all subcontractors. Full details of such subcontractors must also be provided in 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:

- Before the closing date for the 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 and bear reference to "Call for tender OSHA/C/ROU/2009/02" to:

European Risk Observatory 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 (for practical reasons).

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 not exceed the maximum budgets indicated in these specifications. The price quoted must be fixed and not subject to revision.

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

Tenderers in countries outside the Euro zone must use conversion rates published in the C series of the Official Journal of the European Communities on the date of publication of the notice of invitation to tender.

Offers must cover all costs associated with involvement of participants in the foresight production. This includes travel and subsistence and any fees payable for experts' attendance at workshops and meetings. EU-OSHA will cover all costs associated with the involvement of its own staff and of stakeholders identified and invited by EU-OSHA (e.g. members of its Advisory Groups).

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 II.7 of the draft contract (Annex II). Such expenses should not be included in the bid.

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 Communities.

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

3.4 Payment terms

With respect to the three contract phases 1, 2 and 3 described in these specifications, a pre-financing payment of 20%, an interim payment of 60%, and a final payment of 20% of the total value of each phase shall be made in accordance with Article I.4 of the draft contract, Annex II.

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

A contract will be concluded between EU-OSHA and the successful tenderer. The contract will be valid for a period of two years and will include all services described under Section 2.

The draft contract is attached to these technical specifications (Annex II). In drawing up their bid, tenderers should bear in mind its provisions.

The bid will form an integral part of the 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 may be requested in paper form by writing to the address given in Section 3.2.

Written requests for tender documentation should reach EU-OSHA before 9th November 2009.

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 16th November 2009 in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip.

Alternatively, tenders may be delivered by hand to EU-OSHA premises not later than 17.00 hours on 16th November 2009. 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 (12th October 2009).

Two copies of the tender, signed by the tenderer or his/her duly authorised representative, must be presented inside two sealed envelopes¹², one inside the other. The inner envelope must bear, in addition to the above-mentioned address, the following words: "*Open call for tender – not to be opened by the internal mail department*". The inner envelope must also contain two sealed envelopes, one containing the technical offer and the other the financial offer. Each envelope must clearly indicate the content ("*Technical*" and "*Financial*").

Bids must be drawn up in one of the official languages of the EU¹³, 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

¹² Where self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across that tape.

¹³ 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 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.

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].

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.
- A completed consortium form (Annex I), where appropriate.
- A completed subcontractors form (Annex I), where appropriate.
- Completed "Financial identification" and appropriate "Legal entities form", both of which are included in Annex I and are also available in all official EU languages at:

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

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

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.

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 planning schedule indicating the principal milestones, the date for delivery of draft reports and observing the final date for completion of tasks given in these specifications.

Section III: Financial offer

This section of the tender must meet the requirements regarding price, set out in Section 3.4 above, and must include a completed price table (Section 4.4.2).

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).

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 requisite documents.

Tenderers, or their representatives, may attend the opening of the tenders at the premises of EU-OSHA on 23rd November 2009, at 10:00. 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 these criteria is to determine whether an operator is authorised to participate in the tendering procedure and to be awarded the contract.

Using the form provided in Annex I, tenderers shall provide a declaration on their honour, duly signed and dated, stating that they are not in any of the situations below:

- a) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- b) They have been convicted of an offence concerning professional conduct by a judgment that has the force of *res judicata*.
- c) They have been guilty of grave professional misconduct proven by any means that the contracting authority can justify.
- d) They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established, the country of the contracting authority or the country in which the contract is to be performed.
- e) 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 Communities' financial interests.
- f) Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

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

- i) Are subject to a conflict of interest.
- ii) Are guilty of misrepresentation in supplying the information required by the awarding authority or have failed to provide all the information requested.

Where subcontracting is envisaged, the tenderer shall certify that also the subcontractor is not in one of the situations referred to above.

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

4.3.1 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.

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

4.3.2 Technical and professional capacity:

The tenderer must prove that it has the technical and professional capacity to carry out the tasks described in the 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 previously provided 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) A description of the infrastructure and resources available to perform the services, including an organisational chart and CVs of the persons responsible for carrying out the specific tasks described in Section 2. Of particular relevance are:
 - i. Experience in carrying out a large-scale foresight study
 - ii. Expertise in occupational safety and health.
- c) A description of the measures used to guarantee the quality of the services (see Section 2.11).
- d) Where appropriate, an indication of the part of the contract that the service provider intends to subcontract. EU-OSHA may ask for additional information regarding the part of the contract that the tenderer intends to subcontract.

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 prices given submitted by the tenderer in the financial proposal using the price table appearing in Section 4.4.2 below.

4.4.1 Technical evaluation of offers

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

| CRITERION | POINTS |
|---|-------------------|
| QUALITY AND RELEVANCE OF THE METHODOLOGY PROPOSAL | (Max. 400) |
| <ul style="list-style-type: none"> • Understanding of the scope and objectives of the work and tasks to be carried out • Quality and relevance of the methodologies proposed for each task, in particular: <ul style="list-style-type: none"> ○ Proposed approach for accessing all relevant existing sources of information material in WP 1.1 and 2.1; ○ Propose approach to consolidate the list of drivers of change identified in WP 1.1, and the list of technological innovations identified in WP 2.1; ○ Relevance of the proposed criteria to select the key contextual drivers of change in WP 1.3, and the key technological innovations in WP 2.3; ○ Measures proposed to identify and ensure the active participation of the necessary external key people in each of the three phases, including high level experts from OSH as well as in a wide range of relevant disciplines such as occupational medicine, public health, technological innovation, environmental protection, sociology, economics, demography, politics, etc., and key people from the public and private sectors, including at company level and in particular representatives of companies in the forefront of sustainable development, management and union representatives from 'green' companies, people involved in the development and implementation of the greening policy agenda; ○ Measures proposed to select and involve a professional moderator experienced in foresights in the focus group(s) proposed in WP 3.1; ○ Relevance of proposed criteria to select worthy and effective scenarios in WP 3.1; ○ Measures taken to support the qualitative data with quantitative data as much possible when constructing the scenarios in WP 3.1; ○ Relevance of the proposed tools and events such as interviews, surveys, workshops, focus groups, etc., throughout phases 1, 2 and 3 and measures taken to successfully organise and run those; ○ Propose approach to test and consolidate the scenarios developed in WP 3.1 with representatives of the target group; • Qualifications and experience of staff allocated to the tasks | |
| EFFICIENCY AND QUALITY OF THE PROJECT MANAGEMENT | (Max. 200) |
| <ul style="list-style-type: none"> • Quality of the work-plan (including proposed principal milestones and date for delivery of draft reports), project and quality management proposed • Qualifications and experience of staff allocated to project management | |
| OVERALL CRITERIA | (Max. 100) |
| <ul style="list-style-type: none"> • Coherence and general presentation of the offer | |
| TOTAL | 700 |

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

4.4.2 Financial evaluation:

Tenders satisfying the conditions of the technical evaluation will be evaluated unless the price proposed exceeds the maximum budget indicated, in which case the bid will be rejected.

EU-OSHA will use the price table below to calculate a reference price, based on the sum of the prices submitted by the tenderer for each of the phases described in Sections 2.3., 2.4., and 2.5. Only this price will be taken into account when awarding the contract.

In order to evaluate the bids, 300 points will be awarded to the lowest priced tender; other tenders will receive points calculated according to the following equation:

$$\text{Points} = (\text{lowest price} \div \text{price of tender in question}) \times 300$$

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

PRICE TABLE

| TASK | Total cost in € VAT excluded |
|--------------------------------|---------------------------------|
| PHASE 1 | € |
| PHASE 2 | € |
| PHASE 3 | € |
| TOTAL (Reference price) | € |
| Signed and dated | |

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 70% weighting is given to the quality of the offer and 30% to the price, so that:

$$\text{Final score (max 1000)} = \text{TE points (max 700)} + \text{FE points (max 300)}$$

ANNEX I – FORMS

Consortia

Subcontracting

Financial identification

Legal entities

Exclusion criteria

CONSORTIUM FORM

Name of tenderer:

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

Permanent: Legally established: Grouping for this tender:

| | Name(s) | Address |
|--|---------|---------|
| Leader of the Consortium (person authorised to conclude contract) | | |
| Partner 1* | | |
| Partner 2* | | |

* add/delete additional lines for partners as appropriate. Note that a subcontractor is not considered to be a 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 in the consortium are bound to remain in the consortia for the entire period of the contract's performance.

| | |
|---|--|
| Signature: <i>Leader</i> | |
| Date: | |
| Signature: <i>Partner 1</i> | |
| Date: | |
| Signature: <i>Partner 2...etc</i> | |
| Date: | |

SUBCONTRACTORS FORM

[If applicable]

| | Name(s) | Address |
|--|----------------|----------------|
| Tenderer <i>(person authorised to conclude contract)</i> | | |
| Subcontractor 1* | | |
| Subcontractor 2* | | |

* add/delete additional lines for subcontractors as appropriate.

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> | |
| Date: | |
| Signature: <i>Subcontractor 1</i> | |
| Date: | |
| Signature: <i>Subcontractor 2</i> | |
| Date: | |



LEGAL ENTITIES

PRIVACY STATEMENT http://ec.europa.eu/budget/execution/legal_entities_fr.htm

PRIVATE COMPANIES

| | | | |
|-------------------------------|--|---|--|
| TYPE OF COMPANY | <input style="width: 95%;" type="text"/> | | |
| NGO | YES <input type="checkbox"/> | NO <input type="checkbox"/> | (Non-Governmental Organisation) |
| NAME(S) | <input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/> | | |
| ABBREVIATION | <input style="width: 95%;" type="text"/> | | |
| ADDRESS OF HEAD OFFICE | <input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/> | | |
| POSTCODE | <input style="width: 200px;" type="text"/> | P.O. BOX | <input style="width: 100px;" type="text"/> |
| TOWN/CITY | <input style="width: 95%;" type="text"/> | | |
| COUNTRY | <input style="width: 95%;" type="text"/> | | |
| VAT (1) | <input style="width: 350px;" type="text"/> | | |
| PLACE OF REGISTRATION | <input style="width: 450px;" type="text"/> | | |
| DATE OF REGISTRATION | <input style="width: 30px;" type="text"/> | <input style="width: 30px;" type="text"/> | <input style="width: 60px;" type="text"/> |
| | D D | M M | Y Y Y Y |
| REGISTRATION No (2) | <input style="width: 450px;" type="text"/> | | |
| PHONE | <input style="width: 250px;" type="text"/> | FAX | <input style="width: 250px;" type="text"/> |
| E-MAIL | <input style="width: 95%;" type="text"/> | | |

THIS "LEGAL ENTITIES" 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



LEGAL ENTITIES

PRIVACY STATEMENT http://ec.europa.eu/budget/execution/legal_entities_fr.htm

INDIVIDUAL

| | | | |
|--|--|---|--|
| NAME | <input style="width: 95%;" type="text"/> | | |
| FIRST NAME | <input style="width: 95%;" type="text"/> | | |
| (NAME 2) | <input style="width: 95%;" type="text"/> | | |
| (NAME 3) | <input style="width: 95%;" type="text"/> | | |
| OFFICIAL ADDRESS | <input style="width: 95%;" type="text"/> | | |
| | <input style="width: 95%;" type="text"/> | | |
| (OFFICIAL Address = Your PERMANENT address; generally the one which is registered on your identity card) | | | |
| POSTAL CODE | <input style="width: 150px;" type="text"/> | P.O. BOX | <input style="width: 150px;" type="text"/> |
| TOWN/CITY | <input style="width: 95%;" type="text"/> | | |
| COUNTRY | <input style="width: 95%;" type="text"/> | | |
| ** VAT NR | <input style="width: 95%;" type="text"/> | | |
| IDENTITY CARD NUMBER | <input type="checkbox"/> | <input style="width: 95%;" type="text"/> | |
| PASSPORT NUMBER | <input type="checkbox"/> | <input style="width: 95%;" type="text"/> | |
| DATE OF BIRTH | D D | M M | Y Y Y Y |
| <input style="width: 40px;" type="text"/> | <input style="width: 40px;" type="text"/> | <input style="width: 60px;" type="text"/> | PLACE OF BIRTH <input style="width: 95%;" type="text"/> |
| COUNTRY OF BIRTH | <input style="width: 95%;" type="text"/> | | |
| PHONE | <input style="width: 300px;" type="text"/> | FAX | <input style="width: 200px;" type="text"/> |
| E-MAIL | <input style="width: 95%;" 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 ENTITIES

PRIVACY STATEMENT

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

PUBLIC ENTITIES

| | | | |
|------------------------------|---|---|---|
| TYPE OF COMPANY | <input style="width: 100%;" type="text"/> | | |
| NGO | YES <input type="checkbox"/> | NO <input type="checkbox"/> | (Non-Governmental Organisation) |
| NAME(S) | <input style="width: 100%;" type="text"/> | | |
| | <input style="width: 100%;" type="text"/> | | |
| | <input style="width: 100%;" type="text"/> | | |
| | <input style="width: 100%;" type="text"/> | | |
| ABBREVIATION | <input style="width: 100%;" type="text"/> | | |
| OFFICIAL ADDRESS | <input style="width: 100%;" type="text"/> | | |
| | <input style="width: 100%;" type="text"/> | | |
| | <input style="width: 100%;" type="text"/> | | |
| POSTCODE | <input style="width: 100%;" type="text"/> | P.O. BOX | <input style="width: 100%;" type="text"/> |
| TOWN/CITY | <input style="width: 100%;" type="text"/> | | |
| COUNTRY | <input style="width: 100%;" type="text"/> | | |
| VAT** | <input style="width: 100%;" type="text"/> | | |
| PLACE OF REGISTRATION | <input style="width: 100%;" type="text"/> | | |
| DATE OF REGISTRATION | <input style="width: 30px;" type="text"/> | <input style="width: 30px;" type="text"/> | <input style="width: 60px;" type="text"/> |
| | D D | M M | Y Y Y Y |
| REGISTRATION No | <input style="width: 100%;" type="text"/> | | |
| PHONE | <input style="width: 100%;" type="text"/> | FAX | <input style="width: 100%;" type="text"/> |
| E-MAIL | <input style="width: 100%;" type="text"/> | | |

THIS "LEGAL ENTITIES" 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/execution/ftiers_fr.htm

| ACCOUNT NAME | |
|-----------------------------|-------------------------------|
| ACCOUNT NAME ⁽¹⁾ | <input type="text"/> |
| | <input type="text"/> |
| ADDRESS | <input type="text"/> |
| | <input type="text"/> |
| TOWN/CITY | <input type="text"/> |
| | POSTCODE <input type="text"/> |
| COUNTRY | <input type="text"/> |

| | | |
|-----------|----------------------|--------------------------|
| CONTACT | <input type="text"/> | |
| TELEPHONE | <input type="text"/> | FAX <input type="text"/> |
| E - MAIL | <input type="text"/> | |

| <u>BANK</u> | |
|---------------------|-------------------------------|
| BANK NAME | <input type="text"/> |
| | <input type="text"/> |
| BRANCH ADDRESS | <input type="text"/> |
| | <input type="text"/> |
| TOWN/CITY | <input type="text"/> |
| | POSTCODE <input type="text"/> |
| COUNTRY | <input type="text"/> |
| ACCOUNT NUMBER | <input type="text"/> |
| IBAN ⁽²⁾ | <input type="text"/> |

REMARKS:

| BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both Obligatory) ⁽³⁾ |
|---|
| |

| DATE + SIGNATURE ACCOUNT HOLDER : (Obligatory) |
|---|
| |
| DATE <input type="text"/> |

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

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

(3) It is preferable to attach a copy of recent bank statement, in which event 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 DECLARATION¹⁴

The undersigned:

Name of the organisation:

Legal address:

Name of the signatory of this form (leader of the consortium, person authorised to conclude contract):

- 1) Declares on his/her honour that he/she and the organisation that he/she represents **is NOT in any of the following situations**:
 - a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
 - c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
 - d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
 - e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
 - f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations;
- 2) By returning this form, duly signed, tenderers undertake to send the Agency within fifteen calendar days following the receipt of the Agency's request, the following documents and any documents the Agency considers necessary to perform its checks.
- 3) Where the Agency requires of the tenderer proof that none of the cases quoted in art.93 FR (a), (b), (c), (d), (e) or (f) applies to them, it shall accept as sufficient evidence:
 - for (a), (b), (c), (d), the production of a recent extract from the 'judicial record' or, failing this, of a recent equivalent document issued by a competent judicial or administrative authority in the country of origin or in the country whence the tenderer comes showing these requirements have been met;
 - for (e) or (f), a recent certificate issued by the competent authority of the Member State concerned;

Where the country concerned does or cannot issue such documents or certificates, they may be replaced by a declaration on oath made by the tenderer concerned before a judicial or administrative authority, a notary or a competent professional or trade body, in the country of origin or in the country where that tenderer comes from.

Depending on the national legislation of the country in which the tenderer is established, the documents referred to above shall relate to legal person(s) and/or natural person(s) including, where considered necessary by the Agency, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.
- 4) Contracts **may not be awarded** to tenderers who, during the procurement procedure:
 - a) are subject to a conflict of interest;
 - b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

| | |
|--|--|
| Name (in block capitals) <i>(person authorised to conclude contract)</i> | |
| Organisation | |
| Position | |
| Signature | |

¹⁴ (Articles 93 and 94 Council Regulation n° 1605/2002 and according to the provisions of Directive 2004/18/EC on the co-ordination of procedures for the award of public works contracts, public supply contracts and service contracts).

| | |
|-------------|--|
| Date | |
|-------------|--|

ANNEX II



EUROPEAN AGENCY FOR SAFETY & HEALTH AT WORK

Gran Vía 33
E-48009 Bilbao
Spain

SERVICE CONTRACT

CONTRACT NUMBER – OSHA/C/ROU/2009/02

THE EUROPEAN AGENCY FOR SAFETY AND HEALTH AT WORK, hereinafter referred to as “the Agency”, which for the purpose of the signature of this contract, is represented by Eusebio Rial González, head of the Risk Observatory Unit,

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

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

of the other part,

HAVE AGREED

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

Annex I – Tender Specifications (Invitation to Tender No OSHA/C/ROU/2009/02)

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

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

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Technical Specifications (Annex I) shall take precedence over those in the offer (Annex II).

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

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of the Contract is the design and implementation of a foresight of new and emerging risks to workers' health and safety associated with new technologies in green jobs in 2020, consisting of the identification and description the key contextual drivers of change; identification and description of the key technological innovations; development and consolidation of scenarios; and production of a final report.
- I.1.2.** The Contractor shall execute the tasks assigned to him/her in accordance with the Technical Specifications annexed to the Contract (Annex I).

ARTICLE I.2 - DURATION

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** The total duration of the tasks, covering all three phases of the contract, shall not exceed 24 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE I.3 – CONTRACT PRICE

- I.3.1.** The maximum amount payable by the Agency under the Contract shall be EUR [amount in figures and in words] covering all tasks executed and subject to budget availability for phases two and three of the work. The maximum amounts payable under each phase of the work shall be EUR [] for Phase 1, EUR [] for Phase 2 and EUR [] for Phase 3.
- I.3.2.** The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with the decision of the Agency's Governing Board on payment of expenses for attending group meetings at the Agency; currently EUR 100.10 (DEC.No ADM/FIN/02/07).

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his/her contractual obligations by the date on which the invoice is submitted and additionally for Phases 2 and 3 conditional on approval by the Agency of the final deliverable required for payment of the previous phase of work and confirmation of availability of budget for the next phase.

I.4.1. Pre-financing:

For each phase of work, a pre-financing payment of 20% of the amount referred to in Article I.3.1 corresponding to that phase shall be made as follows:

- For Phase 1: following receipt of the signed Contract by the Agency, within thirty days of the receipt by the Agency of a request for pre-financing with a relevant invoice;
- For Phase 2 and Phase 3: following approval of the final deliverable required for payment of the previous phase of work and if availability of budget for the next phase confirmed by the Agency, within thirty days of the receipt by the Agency of a request for pre-financing with a relevant invoice.

I.4.2. Interim payments:

Requests for interim payments by the Contractor shall be admissible if accompanied by:

- an interim working report or draft deliverable in accordance with the instructions laid down in Annex I
- statements of reimbursable expenses in accordance with Article II.7
- the relevant invoices, indicating the reference number of the Contract to which they refer provided the report has been approved by the Agency.

The Agency shall have forty five days from receipt to approve or reject the draft deliverable or report, and the Contractor shall have fifteen days in which to submit additional information or a new draft deliverable or report.

Within thirty days of the date on which the draft deliverable or report is approved by the Agency, an interim payment corresponding to 60% of the total amount referred to in Article I.3.1 shall be made.

I.4.3. Payment of the balance:

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

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

provided the report has been approved by the Agency.

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

Within thirty days of the date on which the report is approved by the Agency, payment of the balance corresponding to the relevant invoices equal to 20% of the total amount referred to in Article I.3.1 for the corresponding phase of work shall be made.

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euro, identified as follows (as certified by the Financial Identification form):

Name of bank: [complete]

Address of branch in full: [complete]

Exact designation of account holder: [complete]

Full account number including codes: [complete]

[IBAN code: [complete]]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

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

Agency:

Emmanuelle Brun
European Agency for Safety and Health at Work
Gran Vía 33
E-48009 Bilbao
Fax: +34 944 794 383
E-mail: information@osha.europa.eu

Contractor:

Mr/Mrs/Ms [complete]
[Function]
[Company name]
[Official address in full]
E-mail:

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1. The Contract shall be governed by the national substantive law of Spain.

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

ARTICLE I.8 – DATA PROTECTION

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the Agency without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Community law. The Contractor shall have the right of access to his/her personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his/her personal data, he shall address them to the Agency. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

- II.1.1. The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2. The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3. Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4. The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5. The Contractor shall neither represent the Agency nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6. The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.
The Contractor shall make provision for the following employment or service relationships with his staff:
- staff executing the tasks assigned to the Contractor may not be given orders direct by the Agency;
 - the Agency may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Agency any right arising from the contractual relationship between the Agency and the Contractor.
- II.1.7. In the event of disruption resulting from the action of a member of the Contractor's staff working on Agency premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Agency shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- II.1.8. Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Agency. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.
- II.1.9. Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Agency may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Agency may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II.2 – LIABILITY

- II.2.1. The Agency shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Agency.
- II.2.2. The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Agency shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Agency by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4. In the event of any action brought by a third party against the Agency in connection with performance of the Contract, the Contractor shall assist the Agency. Expenditure incurred by the Contractor to this end may be borne by the Agency.
- II.2.5. The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Agency should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

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

The Agency reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Agency, any member of his staff exposed to such a situation.
- II.3.2. The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3. The Contractor declares:

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

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

ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing:

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

The guarantor shall pay to the Agency at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the Agency to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Agency shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2. Interim payment:

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

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

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

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

If the Agency does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Agency requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3. Payment of the balance:

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

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

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

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

If the Agency does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Agency requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

- II.5.1.** Payments shall be deemed to have been made on the date on which the Agency's account is debited.
- II.5.2.** The payment periods referred to in Article I.4 may be suspended by the Agency at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Agency may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.
- The Agency shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.
- II.5.3.** In the event of late payment the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*"the reference rate"*) plus seven percentage points (*"the margin"*). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Agency may not be deemed to constitute late payment.

ARTICLE II.6 – RECOVERY

- II.6.1.** If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Agency.
- II.6.2.** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.6.3.** The Agency may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. The Agency may also claim against the guarantee, where provided for.

ARTICLE II.7 - REIMBURSEMENTS

- II.7.1.** Where provided by the Special Conditions or by Annex I, the Agency shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.
- II.7.2.** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.
- II.7.3.** Travel expenses shall be reimbursed as follows:
- a)** travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
 - b)** travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
 - c)** travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
 - d)** travel outside Community territory shall be reimbursed under the general conditions stated above provided the Agency has given its prior written agreement.
- II.7.4.** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:
- a)** for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
 - b)** daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
 - c)** daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
 - d)** daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.2.
- II.7.5.** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Agency has given prior written authorisation.

ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

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

ARTICLE II.9 – CONFIDENTIALITY

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

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

ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

- II.10.1.** The Contractor shall authorise the Agency to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.
- II.10.2.** Unless otherwise provided by the Special Conditions, the Agency shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Agency.
- II.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Agency and shall mention the amount paid by the Community. It shall state that the opinions expressed are those of the Contractor only and do not represent the Agency's official position.
- II.10.4.** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Agency has specifically given prior written authorisation to the contrary.

ARTICLE II.11 – TAXATION

- II.11.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2.** The Contractor recognises that the Agency is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.
- II.11.3.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.11.4.** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.12 – FORCE MAJEURE

- II.12.1.** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.12.2.** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3.** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.12.4.** The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.13 – SUBCONTRACTING

- II.13.1.** The Contractor shall not subcontract without prior written authorisation from the Agency nor cause the Contract to be performed in fact by third parties.
- II.13.2.** Even where the Agency authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Agency under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.13.3.** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Agency is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II.14 – ASSIGNMENT

- II.14.1.** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Agency.
- II.14.2.** In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Agency.

ARTICLE II.15 – TERMINATION BY THE AGENCY

- II.15.1.** *The Agency may terminate the Contract in the following circumstances:*
- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (e) where the Agency seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Agency as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Agency's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Agency;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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

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

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

II.15.4. Consequences of termination:

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

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

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

ARTICLE II.16 – LIQUIDATED DAMAGES

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

ARTICLE II.17 – CHECKS AND AUDITS

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

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

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

ARTICLE II.18 – AMENDMENTS

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

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

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

SIGNATURES

For the Agency,
Eusebio Rial González, Head of the Risk Observatory Unit,

Signature: _____

Done at Bilbao, [date]

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

Signatures: _____

Done at [place], [date]

In duplicate in English.