



European Personnel Selection Office

SPECIFICATIONS

CREATION OF A DATABASE OF TEST FORMS CONTAINING ABSTRACT/INDUCTIVE REASONING TEST ITEMS FOR USE IN COMPUTER AND PAPER BASED TESTING AS PART OF THE EU INSTITUTIONS' PERSONNEL SELECTION PROCEDURES

**CONTRACTING AUTHORITY: EUROPEAN PERSONNEL SELECTION OFFICE
(EPSO)**

INVITATION TO TENDER

EPSO/02/PO/2009/065

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TECHNICAL SPECIFICATIONS

Invitation to tender n° EPSO/02/PO/2009/065

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1 INTRODUCTION

The European Personnel Selection Office (EPSO) is an inter-institutional office responsible for organising open competitions and other procedures for the selection of personnel on behalf of all EU institutions (i.e. the European Parliament, the Council, the European Commission, the Court of Justice, the Court of Auditors, the Economic and Social Committee, the Committee of the Regions, the European Ombudsman and the Data Protection Supervisor) as well as for European Agencies.

Permanent officials of the European Institutions are recruited on the basis of fair and open competitions from among the citizens of the Member States of the European Union¹ and all selection procedures conform to a strict policy of equal opportunity. Contract agents are selected by EPSO from among the citizens of the Member States of the European Union following an open call for Expression of Interest to fill non-permanent positions within the European Institutions and agencies. Just like open competitions, selection procedures for contract agents are based on merit and conform to a strict policy of equality of opportunity.

The EPSO Development Programme (EDP), adopted in 2008, paves the way to major improvements in the format of all competitions to be launched as of 2010. In particular, the EDP outlines detailed changes for the pre-selection tests for permanent officials (see point 1.3. below).

1.1 PERMANENT OFFICIALS

A competition for permanent officials is launched through the publication of a notice of competition in the Official Journal of the European Union. This document is legally binding and defines the nature of the competition, the eligibility criteria and the organisational arrangements. A Selection Board is appointed with the responsibility of drawing up a

¹ Currently Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

reserve list of suitable candidates on the basis of their performance in the competition. Institutions recruit to specific vacancies from the list drawn up by the Selection Board and approved by the Appointing Authority. Permanent officials are recruited at university graduate level (Administrators officials; hereafter AD) to carry out a range of policy, management, specialist and linguist roles or at secondary or post-secondary education level (Assistant officials; hereafter AST) to be responsible for executive and support functions.

Competitions typically include three main stages: pre-selection/admission tests, written tests and oral tests. Each stage is eliminatory. The candidates who achieve the highest aggregate scores in the competition are placed on the reserve list drawn up by the Selection Board, the maximum length of the list being specified in the competition notice in the Official Journal.

Competitions are organised at irregular intervals and the number of applicants for each competition can vary significantly from perhaps 500 to as many as 60 000 for very large competitions. All applicants who, on the basis of the information they have supplied, meet the eligibility criteria, are invited to pre-selection/admission tests. The purpose of the pre-selection/admission test is to reduce, on the basis of merit, the number of candidates participating in the next stage of the competition.

1.2 CURRENT TEST ENVIRONMENT IN THE PRE-SELECTION/ADMISSION PHASE

The pre-selection/admission tests are currently delivered using one of two possible actions:

i) Multiple-choice format questions in European Union Affairs and verbal and numerical reasoning designed for computerised delivery. As a general rule, candidates do not take the test in their first language, but in one of the three working languages of the EU which are English, French and German. Currently, a pre-selection/admission test consisting of the three aforementioned tests (verbal, numerical, EU knowledge) lasts 90 minutes.

ii) Multiple choice format questions in verbal and numerical reasoning, designed for paper-based delivery in the 27 Member States of the EU. As a general rule candidates do not take the tests in their first language.

The majority of pre-selection/admission tests are currently delivered via computer and it is EPSO's strategy to move all these tests to computer-based delivery.

1.3 CHANGES UNDER THE EPSO DEVELOPMENT PROGRAMME FOR THE PRE-SELECTION/ADMISSION PHASE

The adoption of the EPSO Development Programme (EDP) in 2008 changed the basis for all competitions to be launched as of 2010. In particular, the EDP outlines detailed changes for the pre-selection/admission tests of competitions for AD and AST officials. The intention is to shift from a predominantly knowledge-based model to a competency-based one. A key element in this strategy is the introduction of abstract/inductive reasoning tests into the suite of instruments.

The future pre-selection/admission phase using the computer-based testing regime (hereafter CBT) will generally consist of up to 4 pillars of competences: cognitive, situational/behavioural, professional and linguistic.

2 PURPOSE OF THE CONTRACT

EPSO wishes to enter into a framework service contract for the creation of a database of test forms (i.e. comprehensive freestanding tests) containing abstract/inductive reasoning test items for use in computer and paper based testing as part of the EU Institutions' personnel selection procedures.

In the framework contract, all contractual conditions are set out except for the actual concrete services, which will later be ordered as needed, either through a specific contract or through order forms.

3 SERVICES TO BE PROVIDED UNDER THE CONTRACT

3.1 OVERALL OBJECTIVE

In line with the strategy of enlarging its range of cognitive testing, EPSO wishes to create a database of test forms, i.e. computer-based test items grouped as comprehensive freestanding tests. The test items within the test forms will be designed to measure problem-solving, dealing with complex concepts and developing strategies. The test items within the test forms will test the candidates' abstract reasoning ability. Using diagrams, symbols or shapes the test items will test the candidates' ability to identify the underlying logic and to determine a solution.

3.2 SERVICES TO BE PROVIDED

3.2.1 *Development of a database*

The tests being commissioned by EPSO will be deployed for 2 candidate target groups:

- Administrators: university graduate level with little or no professional experience is set as a minimum;
- Assistants: secondary or post-secondary education level with some professional experience is set as a minimum.

The database containing test forms will be divided in two parts, one part for each target group respectively.

In the context of a testing population in computer based testing of roughly 48 000 candidates per year (estimated 2010 figures), the Tenderer shall outline the measures proposed to ensure a sufficient diversity of test forms in order to pre-empt the overexposure of test forms. These measures shall be based on sound psychometric principles.

Given the heterogenous² annual candidate population, the initial requirement from EPSO is estimated at around 20 test forms to start with - both for the AD-candidate population as

² About 21 000 AD and 14 000 AST candidates coming from 27 different countries and having very diverse cultural and educational backgrounds (2008 figures).

well as for the AST-candidate population – with one possible additional order of a comparable size during the running of the contract. Thus, the estimated maximum number of ordered test forms over the total duration of the contract would be 40 forms (each for the AD and the AST candidate group). As explained above, the Tenderers should, by means of psychometric principles, confirm the soundness of this estimate in their proposal.

3.2.2 *Development of test forms*

Specifications for test forms :

1. Test forms will contain test items to assess the candidates' abstract reasoning ability. Using diagrams, symbols or shapes the test items should test the candidates' ability to identify the underlying logic and determine a solution.
2. Test forms must be developed and structured in a fixed format in terms of progressing difficulty for:
 - Administrators (entry level): about 60% of the tested candidate population;
 - Assistants: about 40% of the tested candidate population.
3. Each test form should be compiled with a view to taking a minimum of 20 minutes to complete; total test time should not exceed 30 minutes.
4. Test forms should be composed exclusively for EPSO; however, individual test items contained therein may have been previously used in finalised test administration processes.
5. Test forms must be free of any gender, age and/or citizenship bias:
 - In cases where within a period of two years after a test form has been delivered to EPSO, it shows a statistically large difference in performance data between genders, age groups and citizenships, EPSO reserves the right to have such test form replaced free of charge by the contractor. In such cases, EPSO will provide the prospective contractor with the answer matrix plus the relevant statistical raw data generated from test session(s) in order to permit analysis of the issue. By convention, the difference is seen to be large if their standardized effect sizes (measured in Cohen's d) is **0.5** or higher (for genders, age groups and citizenships) as long as a sample contains a minimum of 100 datasets. The d shall be calculated according to its definition:

$$d = \frac{\bar{x}_1 - \bar{x}_2}{s}$$

where:

\bar{x}_1 = mean value of sample 1;

\bar{x}_2 = mean value of sample 2;

s = the joint standard deviation of the total sample (i.e. of the two distributions concerned in each analysis).

It is further to be considered that three groups are relevant for calculating the standardized effect sizes regarding the age:

- one group for people aged 35 years or less;
 - one group for people aged between 36 years and 45 years;
 - one group for people aged 46 years or more.
- The standardized effect sizes for citizenships shall be calculated for each of the 27 citizenships forming part of the European Union. The effect size for each group of citizenship shall be calculated as the difference to the reference group of all citizenships forming part of the EU.
 - Test forms should be sufficiently but not overly challenging and targeted to the appropriate candidate population. Should test performance data generated from a delivered test form show that it contains a floor/ceiling effect, EPSO reserves the right to have such test form replaced free of charge by the contractor. In such cases, EPSO will provide the prospective contractor with the answer matrix plus the relevant statistical raw data generated from test session(s) in order to permit analysis of the issue. The level of deviation determines the existence of a floor/ceiling effect. Test forms which show a deviation equal to or higher than **0.5** are seen to contain a floor/ceiling effect. The deviation shall be calculated according to the following formula:

$$deviation = \frac{\bar{x} - \frac{\text{max score}}{2}}{s}$$

where:

\bar{x} = observed arithmetic mean of the test form

s = observed standard deviation

max score = maximum number of points in this test form

- The test items' correlation within each test form must show an internal consistency of at least 0.8 (measured in Cronbach's alpha).
6. Based on sound scientific/psychometric principles, tenderers shall indicate the number of test items within each test form that they would propose/recommend for each candidate target group as specified above to make an effective evaluation, accompanied by a suggested minimum pass mark for the tests. Tenderers shall also indicate the average time recommended for completing each test form.
 7. Identical test items within different test forms may be used up to a maximum of 4 times for **all** test forms to be delivered under the contract (regardless of difficulty level, i.e. candidate group). This is to avoid the overexposure of single test items in different test forms. Identical test items must always bear the same master code ID in whichever test form used. In the context of a testing population of roughly 48 000

candidates per year (estimation 2010), the tenderer shall outline the measures proposed to ensure a sufficient diversity of test items.

8. The contractor will be responsible for delivery of test forms to EPSO in Brussels by secure means (e.g. encrypted transmissions via FTP or similar) and for collection and return of test content considered to be in need of review. The test forms will be compatible with Microsoft Office 2003 or with a version commonly agreed upon during the contract.
9. The verbal instructions of the test forms shall be delivered by the contractor in English, French or German at native speaker level. EPSO will arrange translation to provide for other linguistic versions. It is important that the instructions on test forms submitted to EPSO are free from any national nuance or colloquial terminology which would hinder their literal translation.
10. All test forms must be validated in advance by the contractor (pre-testing) to ensure that they are accurate, correctly graded in terms of level of difficulty (i.e. for the AD and the AST candidate group), and free from any discriminatory impact, particularly with regard to gender, age, and citizenship. Test forms will be reviewed internally by EPSO and the contractor will be obliged to review test forms which do not meet EPSO's quality criteria stipulated in the points 3.2.2 and 3.2.3. Responsibility for the quality of the test forms will remain with the contractor.
11. EPSO may reject any test forms that it proves to be inadequate on any of the above points. The contractor will replace them for free.

3.2.3 Development of test items

Specifications for test items

1. Unlike other pre-selection tests currently administered in EPSO competitions (cognitive tests on numerical and verbal reasoning in particular), EPSO expects test items be language free, i.e. based on abstract material. Items containing verbal and/or numerical analogies are explicitly excluded from this Tender. Where verbal instructions to the test items are necessary, they may be provided in only one language and EPSO will proceed to the necessary translations.
2. The test items must be designed according to the multiple-choice format with one right answer (key) and a minimum of 3 to a maximum of 5 distracters. All new test items must be properly evaluated by the Contractor, to ensure that they are well adapted to the computerised environment and provide an objective, relevant and efficient means of assessing candidates.
3. Test items must be aimed at assessing the candidates' fluid intelligence (i.e. not knowledge based intelligence) and their ability to think flexibly and resolve new problems.
4. Test items must be targeted at assessing candidates' ability to draw inferences and understand the relationship between various concepts independently of acquired knowledge.

5. Test items must be based mainly on linear and planar geometric analogies. In addition, geometric matrices may also be used where the testee's task is to infer the relationships among the shapes in a given matrix and to select the answer alternative which correctly completes the matrix.
6. Test items must not use any verbal and/or numerical concepts (except for the instructions, where necessary).
7. Test items must not be based on any spatial (3 dimensional) geometric reasoning.
8. Test items shall be clear and unambiguous and shall provide a basis for objective evaluation.
9. Although test items may be designed using patterns and fundamental colours, they must be adapted to special-needs candidates (e.g. colour blindness) and must always be suitable for deployment in a computer-based testing environment.
10. Items must be free from any form of gender, citizenship, cultural and age bias.
11. Within forms, each test item must be graded as to one of the following four levels of difficulty: graduate level (difficult); graduate level (easy), non-graduate level (difficult), non-graduate level (easy).
12. All items with the same classification of difficulty ex ante must be of an equivalent level of difficulty ex post.
13. It is acceptable that the test items provided under this framework contract may have been designed/produced/used previously. However as mentioned before, the test forms shall be exclusively set-up for EPSO.
14. All test items must be validated in advance by the contractor (pre-testing) to ensure that they are accurate, correctly graded in terms of level of difficulty, and free from any discriminatory impact, particularly with regard to gender, age, and citizenship. Test items will be reviewed internally by EPSO and the contractor will be obliged to review test items which do not meet EPSO's quality criteria stipulated in the points 3.2.2 and 3.2.3. Responsibility for the quality of the test items will remain with the contractor.
15. All items within the test forms must be identified by a master code ID which shall be structured as follows: two alphabetic capital letters indicating the language version³ followed by a four-digit consecutive running number followed by the capital letter A.⁴
16. EPSO may reject any test items that it proves to be inadequate on any of the above points. The contractor will replace them for free.

³ EN for English; FR for French and DE for German. Even though the items can not be translated as such this code is meant to facilitate their identification in the appropriate linguistic version of a test form.

⁴ E.g.: EN0001A. The A shall be the acronym for "Abstract Reasoning".

3.2.4 Familiarisation Training

Workshops to familiarise EPSO personnel with the new tests must be provided. It is foreseen to run a familiarisation training session after each delivery of test forms. Considering that there is one initial order plus a second optional order (see point 3.2.1), the total number such of training events should not exceed two over the period of this contract. Such training session have to be conducted in English or French.

3.2.5 Reporting on performance of test forms and test items

A report will be provided by the prospective contractor, in consultation with the relevant operating Unit in EPSO, on the work undertaken under the contract, at the end of each testing/selection procedure or competition. Given that EPSO plans to organise annual competitions in three cycles (Administrators' general profiles, Assistants' general profiles and linguists) as of 2010, the maximum number of performance reports over a period of four years to be generated following testing events can be estimated at 12.

Within 4 weeks after receipt of statistical data from EPSO, the contractor will submit a report, including at least the following:

- An executive summary not exceeding 2 pages, in the form of bullet points;
- An analysis of statistical data relating to tests forms and individual test item performance, in particular with regard to the criteria in 3.2.2 and 3.2.3 ; if needed, implementation of corrective measures must be produced.

Each report will be submitted in 2 paper copies and electronically in English, French or German.

EPSO will comment on each report within one calendar month of receipt. In the absence of any observations from EPSO within the deadline, the report will be considered approved.

Within 20 days of receiving EPSO's observations, if any, the Contractor will submit the report in definitive form, taking full account of these observations. Should EPSO still not consider the report acceptable, the Contractor will be invited to further amend it.

4 OTHER IMPORTANT ASPECTS OF THE CONTRACT

4.1 PROJECT AND CONTRACT MANAGEMENT

4.1.1 EPSO

This project will be managed by EPSO, which will appoint a single contact point for the management of the contract.

Before acceptance, test forms will, as a general rule, be reviewed by an EPSO Quality Control Board. The contractor will be required to revise any test forms and/or items contained therein which do not meet EPSO's quality criteria stipulated in points 3.2.2 and 3.2.3 and no payment will be made to the contractor for any such forms unless and until EPSO is satisfied that the test items and test forms meet with EPSO's approval.

4.1.2 Contractor

The contractor must designate a member or a group of members of his team as project manager responsible for co-ordination and management of the contract. The project manager will be the point of contact with EPSO regarding all aspects related to the management of the contract, including invoicing and payment issues.

EPSO reserves the right to require the replacement of the project manager or of any of the key experts who does not provide the services required in a satisfactory way or who has proved not to respect his/her obligations concerning confidentiality.

4.2 QUALITY INSURANCE AND MONITORING

The contractor must set up a specific organisation structure and allocation of resources to cover both the general tasks and the specific tasks ordered by EPSO for each competition. Acceptance by EPSO of such organisation and allocation of resources does not release the contractor from his obligation to provide the expected quality and results.

The probity, integrity and discretion of all individuals involved in work related to this contract or with access to related data of any sort must be of the highest standard so as to ensure complete confidentiality. The prospective Contractor will undertake, on request, to provide a declaration to any person who has been employed by the prospective Contractor or by any prospective sub-contractor on work directly or indirectly related to this contract and who wishes to participate in EU personnel selection procedures. Such a declaration should confirm that the person in question has not obtained information which could enable him/her to participate in EPSO pre-selection/admission tests under more favourable conditions than those enjoyed by other candidates.

4.3 RESPONSIBILITIES OF THE CONTRACTOR

The prospective Contractor shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative, secretarial, IT, and provision as necessary, to enable experts to concentrate on their primary responsibilities.

4.4 PLACE OF DELIVERY

Work will be carried out on the prospective contractor's own premises. Test content will be delivered to EPSO's offices at Avenue de Cortenbergh 107, 1000 Brussels. The prospective contractor must ensure that the transmission is carried out in a highly secure manner, using encryption techniques accepted by EPSO. The prospective contractor must handle working papers and other relevant records on the project with an utmost level of confidentiality at all times, even after termination of the contract.

The prospective contractor or his/her representative will attend EPSO's office on request to discuss proposed amendments to test items or other issues related to the contract at no additional cost to EPSO.

4.5 TIMETABLE FOR IMPLEMENTATION OF THE CONTRACT

COMMENCEMENT DATE AND PERIOD OF EXECUTION

The **indicative intended commencement of the contract is the beginning of 2010**. Actual commencement will take place after signature of the contract by both parties. The period of execution of the contract will be 48 months.

It is planned to hold a contract kick-off meeting between EPSO and the contractor shortly after the service contract has been signed.

The contract does not place upon EPSO any obligation to place orders and does not confer upon the contractor exclusive rights for the execution of the services covered.

TIME SCHEDULE

The first delivery of test forms should take place within two months after the contract has been awarded.

Each batch of test forms must be accompanied by a written confirmation that all pre-testing and quality control measures have been implemented. Subsequent test forms to extend or refresh the database will be delivered by the contractor within 6 weeks of receipt of the order.

5 DURATION OF THE CONTRACT

The framework contract will be awarded for a period of 48 months with effect from the date on which it enters into force, under the conditions as specified in the draft contract in Annex I.

6 VOLUME OF THE CONTRACT

Given a heterogenous annual candidate population of about 48 000 (2010 estimate), the initial requirement from EPSO is estimated at around 20 test forms to start with - both for the AD-candidate population as well as for the AST-candidate population – with one possible additional order of a comparable size during the running of the contract. Thus, the estimated maximum number of ordered test forms over the total duration of the contract would be 40 forms (each for the AD and the AST candidate group). In addition, EPSO estimates a maximum of two familiarisation training events and 12 performance reports over the total period of the contract. As explained in point 3 above, the Tenderers should, by means of psychometric principles, confirm the soundness of this estimate in their proposal.

These figures are given only as an indication.

During the 3 years following conclusion of the contract, the contracting authorities will be able to use the negotiated procedure without prior publication of a contract notice for additional contracts involving services similar to those assigned to the party awarded this contract by the same contracting authority.

7 PARTICIPATION IN THE TENDERING PROCEDURE

This invitation to tender is open to tenderers from the Member States of the European Union and the European Economic Area, as well as states covered by the Public Procurement

Agreement concluded within the World Trade Organisation, in accordance with the principle of reciprocity.

8 VARIANTS

Tenderers may not submit bids for only part of the services required. Variants are not allowed.

9 PRICE

Tenderers will provide a financial offer according to the format given in annex III – Financial bid. All sections of this annex must be completed and submitted with the tender.

The price must cover all expenses, including:

- all travel and subsistence expenses foreseen by the Tenderer for the execution of the tasks;
- costs of pre-testing and related report, delivery, amendments to test forms and test items as foreseen in 3.2.2 and 3.2.3.
- delivery on EPSO premises in Brussels.

The price must be expressed in euros exclusive of VAT.

As the Commission (including EPSO) is exempt from all taxes and dues pursuant to the Protocol on the privileges and immunities of the European Communities annexed to the Treaty, signed in Brussels on 8 April 1965, establishing a Single Council and a Single Commission of the European Communities, value added tax (VAT) should not be included in the price tendered.

10 TERMS OF PAYMENT

Payments will be made following the provisions of the draft contract in Annex I.

11 CONTRACTUAL TERMS

The contract will be based on the draft contract annexed to the present specifications, completed on the basis of the data detailed in the selected tender.

Amendments may be made to the contract only when both parties agree.

12 TENDERS FROM CONSORTIA

If a consortium is envisaged, its composition should be specified, and the documents necessary to demonstrate fulfilment of the exclusion (see point 14) and selection criteria (see point 15) must be provided for each individual member of the consortium. If the consortium does not have a legal existence, one of the consortium members must be designated as lead contractor, and must ensure full responsibility towards EPSO as regards both the tender and the future contract. The contract will be signed between EPSO and the

designated lead contractor. The tender must clearly indicate the lead contractor and the relationship and roles of all members of the partnership or consortium.

The execution of the service is not reserved by law or regulation or administrative provision to a specific profession. Offers from consortia of firms or groups of service providers, contractors or suppliers must specify the role, qualification and experience of each member of the group.

Tenderers must also complete the forms required by Annex II – Letter of submission of tender.

13 SUBCONTRACTING

Sub-contracting is permitted, provided that the value of the services to be sub-contracted does not exceed 50% of the value of the contract. All subcontracting must be approved by the Contracting Authority and is subject to the strict confidentiality terms which apply to the contractor. Where sub-contracting is judged by the Contracting Authority to be necessary to complete the project, the subcontractor must confirm in writing that he is participating in the Tender and that he will comply with the confidentiality requirements of the contract.

If sub-contracting is proposed by the Contractor after contract signature, the Contracting Authority must approve an addendum to the contract. Such an addendum will only be agreed, exceptionally, where such sub-contracting is judged by the Contracting Authority to be necessary to complete the project, and does not lead to distortion of competition.

The Tenderer must indicate clearly in their methodology the identity of all subcontractors undertaking more than 10% of the work by value and the arrangements in place to comply with the confidentiality requirements under the contract. A completed and signed form required by Annex II – Letter of submission of tender – must also be provided for each subcontractor proposed to undertake more than 10% of the work, by value.

14 EXCLUSION CRITERIA

1. Tenderers shall be excluded from participation in a procurement procedure if:
 - (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;
 - (c) they have been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
 - (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of

the Contracting Authority or those of the country where the contract is to be performed;

- (e) they have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal 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. Contracts may not be awarded to Tenderers who, during the procurement procedure:

- (a) are subject to a conflict of interest;

Tenderers must therefore declare that:

- they are not subject to any conflict of interest in connection with the contract;
 - they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
 - they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract;
- (b) are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the tender procedure or fail to supply this information.

3. Procedure for proof of fulfilment of the exclusion criteria

- 3.1 When submitting their tenders, tenderers are requested **only** to complete the declaration on honour contained in annex II section 3 concerning the cases for exclusion from participating in this tendering exercise and conflict of interest as set out above. If the tender is submitted by a partnership or consortium then a separate declaration on honour must be submitted by each member of such.
- 3.2 When the contracting authority has taken the decision to award the contract as a result of this tendering exercise, and before signature of the contract, the winning tenderer will then be invited to submit the written proof of fulfilment of the exclusion criteria within a delay set by the contracting authority as follows:
 - 3.2.1 For situations described in 1.(a), 1.(b) and 1.(e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural

persons, such as the company directors or any person with powers of representation, decision-making or control in relation to the Tenderer.

3.2.2 For the situation described in point 1.(d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

3.2.3 For any of the situations 1.(a), 1.(b), 1.(d) or 1.(e), where any document described in 3.2.1 or 3.2.2 above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

3.3 Administrative or financial penalties may be imposed by the Contracting Authority on Tenderers who are in one of the cases of exclusion provided for above, in accordance with Articles 93, 94 & 96 of the Financial Regulation (Council Regulation 1605/2002 of 25/6/02) and Article 133 of the Implementing Regulation (Commission Regulation 2342/2002 of 23/12/02)

15 SELECTION CRITERIA

The evaluation will be made in two stages: selection and award. Only the offers which fulfil the selection criteria detailed below will be selected for the award stage.

The tenderer's capacity will be assessed on the basis of the following:

15.1 LEGAL SITUATION OF ECONOMIC OPERATORS

Details of the candidate (name, address, legal status). In the case of a consortium or a group of firms, all partners must provide the information required.

Information to be supplied:

1. Company name
2. Date of foundation of company
3. Copy of articles of association
4. Entry in the Register of Companies
5. VAT number
6. Company's activities
7. Composition of the Board of Directors

15.2 ECONOMIC AND FINANCIAL CAPACITY

Tenderers must provide evidence of economic, financial, technical and professional capacity. Tenderers who do not provide the documentation specified, or who are judged, on the basis of the documentation provided, not to have fulfilled the criteria specified below, will be excluded.

In the case of consortia, these selection criteria will be applicable to every member of the consortium. The same principle will also be applied in the case where there are sub-contractors, in respect of the part of the work that they will perform.

- The Tenderer must demonstrate sufficient economic and financial resources to be able to execute the tasks summarized in the specifications.
- Where the Tenderer wishes to sub-contract or otherwise rely on the capacities of other entities, it must in that case prove that it will have at its disposal the resources necessary for the performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.
- The following additional documents **must also** be provided in evidence of economic and financial capacity:
 - 1) Appropriate statements from banks or evidence of professional risk indemnity insurance;
 - 2) The presentation of balance sheets or extracts from balance sheets and profit-and-loss accounts for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established. The profit-and-loss accounts shall show before tax profits for the last year for which accounts have been closed. In case of entities established less than two years ago, the relevant documents should be provided for the period of its existence only;
 - 3) A statement of overall turnover and turnover concerning the services covered by the contract during the last three financial years.

15.3 TECHNICAL AND PROFESSIONAL CAPACITY

Tenderers' technical and professional capacity for providing the services described in this call for tender will be assessed with regards to their know-how, experience and reliability.

In the case of tenders from consortia, these selection criteria apply to the aggregate of the different partners. It is necessary, however, to identify clearly the lead contractor, who will also be responsible for signing the contract, and to provide with the tender written confirmation from each member of the consortium that they would be ready and willing to participate in the work, and briefly describing their role.

a) To this end, tenderers must comply with the following criteria :

- 1) Have previous experience in designing items and fixed test forms on abstract/inductive reasoning;
- 2) Have previous experience in producing or adapting fixed test forms on abstract/inductive reasoning for computerised delivery, also taking special needs of candidates into account (e.g. colour blindness);
- 3) Have appropriate technical competencies and resources to deliver test material to EPSO electronically by means of a secured file transfer protocol (FTP);
- 4) Have adequate resources to validate items prior to delivery to ensure quality, accuracy and absence of bias.

b) The team proposed by the Tenderer will demonstrate as a whole all the skills and experiences as described in points 1 to 7. Each of the members of the team must justify a minimum of 3 years' experience in at least one the following requirements:

- 1) Professional experience in personnel selection test item development, including experience in item writing, review and selection as well as test form design;
- 2) Competence in test item sensitivity review and in standard setting;
- 3) Knowledge of classical test theory and item response theory analysis;
- 4) A perfect command of the language in which test items instructions and other relevant communications are to be delivered (English, French or German);
- 5) Experience in adapting test forms for computerised delivery and competence in presenting items in appropriate electronic format;
- 6) Expertise to analyse statistical information concerning performance of test forms and individual test item performance;
- 7) Experience in delivery of training.

c) The following documents **must** be presented as evidence of compliance with the above technical and professional criteria:

- 1) The CV must clearly demonstrate the professional qualifications of the tenderers and/or those of the firm's managerial staff providing the services; CVs of key experts participating in the process and description of the linguistic competence of the personnel to be involved in drafting the test items must also be provided;
- 2) References: a list of the principal contracts carried out over the past 5 years, which were similar in nature to the contract in this invitation to tender. Candidates must give a **detailed description** of the 3 references **in this list** which they feel are the **most relevant** with regard to their application. Said description must give details of the nature in the light of the criteria described above and volume of services provided, the beneficiary, the start and end dates of the contract, the staff resources used (including their qualifications) and the organisational structure set up. For these 3 references, candidates will provide

the full name and particulars of the person responsible for the contract at the customer company.

- 3) A description of the technical equipment, including hardware and software systems, to be employed by the contractor for performing the contract; including the solutions proposed to exchange data between EPSO and the contractor, compatibility with Microsoft Office and measures in case of data corruption, power and other computer or system failures to ensure business continuity;
- 4) An indication of the proportion of the contract which the service provider intends possibly to sub-contract.

16 EVALUATION OF TENDERS: AWARD CRITERIA

The contract will be awarded to the tenderer offering the best value for money having regard to the quality of the services offered and the prices tendered.

16.1 QUALITY EVALUATION

Qualitative criteria (100 points – 2/3 of the final score)

Quality of the Tender will be marked out of 100. Figures in brackets indicate the relative share of the quality criteria.

- | | | |
|-----|---|-------------|
| (1) | Objectivity, diversity and validity based on scientific evidence of proposed test forms | [25 points] |
| (2) | Relevance of proposed test forms to the respective grades as set out in the points 3.2.2 and 3.2.3 | [20 points] |
| (3) | Adaptability of proposed test forms for both computer-based or paper based testing, namely for special needs-purposes | [20 points] |
| (4) | Standard of proposed quality control measures, including statistical review | [20 points] |
| (5) | Arrangements to guarantee confidentiality of test forms including measures to ensure staff probity, integrity and confidentiality | [10 points] |
| (6) | Standard of proposed training for EPSO personnel | [5 points] |

The "total quality score" is obtained by adding up the scores on the six quality criteria

Offers obtaining a total quality score of fewer than 60 points be rejected. In addition, any offer which scores below 50% of the maximum number of points available for any one qualitative criterion will be rejected.

The quality of tenders will be evaluated on the basis of the written submission only.

For the appraisal, the written submission shall include a clear and detailed description of the organisation, resources and methodology proposed. The tenderers will provide a practical and detailed description of the goods and services proposed to achieve the objective and results set out in points 3 and 4 above.

The written submission should include as a minimum the following sections :

- 1) Test form development methodology, including an explanation of the methodology proposed;
- 2) Quality of test forms, including proposed quality control measures (incl. Pre-testing) for items which have been previously used;
- 3) The rationale for approach used in selecting the format of test items proposed;
- 4) An appraisal of the predictive value of inductive reasoning instruments in an assessment suite;
- 5) 2 samples of proposed test forms specified as follows:
 - 1 for Administrators (entry level);
 - 1 for Assistants.

Each test form will contain a representative sample of the abstract/inductive reasoning test items on the various concepts of abstract/inductive reasoning that the Tenderer intends to use to ensure a sufficient diversity of test content, bearing in mind the specifications and restrictions outlined in points 3.2.2 and 3.2.3 above; each of the test items in the sample forms must be accompanied by a concise comment on both pertinence and rationale on their design as well as on their placement within the form.

- 6) A description of the measures employed to ensure high quality of services including procedures to guarantee integrity and competence of staff;
- 7) Security, including measures to ensure the confidentiality and security of test forms at all times, as well as information about security checks of the Tenderer's IT systems by any third parties in the last year.;
- 8) Organisational capacity, including resources to be assigned to the contract, including manpower and how response times will be adhered to;
- 9) Proposals for familiarisation training for EPSO personnel.

For information purposes the Tenderers shall clearly specify the role to be performed by each member of staff; they will also indicate how they envisage exercising the control over subcontractor(s), if any.

16.2 FINANCIAL EVALUATION

(1/3 of the final score)

Tenderers will be evaluated on the basis of the unit prices quoted for each item, as shown in Annex III– Financial Bid.

The financial value used to evaluate the offers will be based on the total value of the unit prices quoted per task and item which will also be weighed according to the following evaluation scenario :

	<i>Fixed unit price offered</i>	<i>Weighting applied to each item</i>	<i>Weighting applied to the task</i>
1) TASK 1 A fixed price for the supply of one full test form as set out in point 3 above;			65 %
– Administrator (entry level)	50%	
– Assistants	50%	

+

2) TASK 2 A fixed price for the delivery of a one-day workshop or training session for up to 10 people, at EPSO's premises in Brussels;	100%	10 %
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+

3) TASK 3 A fixed price for Statistical analysis and reports following every competition on the performance of test forms/items, based on data supplied by EPSO.	100%	25 %
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The offers that passed the qualitative evaluation will receive a price score determined as follows:

price score offer X =	$\frac{(\text{lowest price})}{(\text{price offer X})} \times 100$
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17 AWARD OF THE CONTRACT

The most economically advantageous Tender is established by means of the computation of a final score according to the following formula:

Final score = [(total quality score) x 2/3] + [(price score) x 1/3].

18 NO OBLIGATION TO AWARD A CONTRACT

Initiation of a tendering procedure imposes no obligation on the contracting authority to award the contract or to order the volumes set out in this document.

The contracting authority shall not be liable for any compensation with respect to Tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

19 CONTENT AND PRESENTATION OF THE TENDERS

Each tender must contain all the information and documents necessary to enable the Contracting Authority to conduct an evaluation of the tender on the basis of the exclusion, selection and award criteria (see relevant points above). It is however the responsibility of all those wishing to submit a tender to ensure that the tender submitted is complete and that all necessary documents are submitted and complete.

Tenderers must present the following in their tenders:

- (1) All documents required for the exclusion criteria (see point 14);
- (2) All the documents required for the selection criteria (see point 15);
- (3) The written offer and all the documents necessary for the evaluation committee to carry out its evaluation (see point 16);
- (4) All documents as listed in annexes II and III.

Both the tender and the financial bid (Annex III) must be signed by an authorised person and/or by the tenderer's legal representative;

Completed Annex II (sections 1 to 3) and the requested supporting documents must be signed by an authorised person and/or by the tenderer's legal representative

Tenders may be drafted in any official language of the European Union.

Offers must be submitted in triplicate (one clearly marked "Original" and two copies). **In order to facilitate the work of copying the tenders for the evaluation committee, it is requested that one of the copies should be presented in a non-bound format.**

Offers must be clear and concise.

Offers must be delivered according to the requirements set out in the letter of invitation to tender and these present specifications, and before the date and time indicated in that letter.

20 COSTS

The costs of preparing and dispatching tenders shall be borne by the tenderer.

21 ANNEXES

The following documents are annexed to these Specifications and form an integral part of them:

Annex I: Draft Contract (for information)

Annex II:

- Section 1 : Identification (tenderer's identification, personal details, sub-contractor's details)
- Section 2 : Bank identification
- Section 3 : Declaration on grounds for exclusion from the award of a contract

Annex III Financial bid (to be filled in and signed by the Tenderer)

ANNEX I : DRAFT CONTRACT



EUROPEAN PERSONNEL SELECTION OFFICE

FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – [complete]

The European Community (hereinafter referred to as "the Community"), represented by the European Personnel Selection Office (hereinafter referred to as "EPSO"), which is represented for the purposes of the signature of this contract by Mr. Nicholas David BEARFIELD, Director,

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"⁵), represented for the purposes of the signature of this contract by [name in full and function,]

of the other part,

⁵ In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis EPSO for the performance of this contract".

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following Annexes⁶:

Annex I – Tender Specifications (Invitation to Tender No [complete] of [complete])

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

Annex III – Order Form

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

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the orders (Annex III), the latter taking precedence over the Tender (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 EPSO, subject to the rights of the Contractor under Article I.8 should he dispute any such instruction.

⁶ Voluminous annexes may be replaced by a reference to the documents concerned, provided the content of such documents is not subject to challenge (by virtue of their public nature).

I – Special Conditions

ARTICLE I.1 - SUBJECT

- I.1.1** The subject of the Contract is the creation of a database of test forms containing abstract/inductive reasoning test items for use in computer and paper based testing as part of the EU Institutions' personnel selection procedures.
- I.1.2** Signature of the Contract imposes no obligation on EPSO to purchase. Only implementation of the Contract through orders is binding on EPSO.
- I.1.3** Once implementation of the Contract has been requested or has commenced, the Contractor shall reply and provide the services in accordance with all terms and conditions of the Contract.
- I.1.4** The Contract does not confer on the Contractor an exclusive right to provide the services described in Annex I to EPSO.

ARTICLE I.2 - DURATION

- I.2.1** The Contract shall enter into force on the date on which it is signed by EPSO.
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the order or specific contract enters into force.
- I.2.3** The Contract is concluded for a period of 48 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4** The orders shall be returned signed before the Contract to which they refer expires.

The Contract shall continue to apply to such orders after its expiry, but no later than 6 months after the end of the contract.

ARTICLE I.3 –PRICES

- I.3.1** The prices of the services shall be as listed in Annex II.
- I.3.2** Prices shall be expressed in EUR.
- I.3.3** Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

From the beginning of the second year of duration of the Contract, prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. EPSO shall purchase on the basis of the prices in force on the date on which orders or specific contracts are signed. Such prices shall not be subject to revision.

This revision shall be determined by the harmonised consumer price index MUICP published for the first time by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(0,2 + 0,8 \frac{Ir}{Io} \right)$$

where:

Pr = revised price;

Po = price in the original Tender;

Io = index for the month in which the validity of the Tender expires;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

- I.3.4.** Travel, subsistence and shipment expenses are included in the overall prices and shall not be reimbursed.

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

Orders will be placed by EPSO by means of a standard form. Within ten working days of an order form being sent by EPSO to the Contractor, EPSO shall receive it back, duly signed

and dated. The period allowed for the provision of the service shall start to run on the date the Contractor signs the order form, unless a different date is indicated on the form.

ARTICLE I.5 – PAYMENT PERIODS

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

I.5.1 Pre-financing: Not applicable

I.5.2 Interim payment: Not applicable

I.5.3 A request for payment of the Contractor shall be admissible if accompanied by the relevant invoice, indicating the reference number of the Contract and of the order to which they refer.

Test forms : after approval of the ordered test forms by EPSO Quality Control Board in accordance with the instructions laid down in Annex 1 payment corresponding to the relevant invoices shall be made within thirty days of the date on which the admissible payment request is registered.

Workshop or training sessions : payment corresponding to the relevant invoices shall be made within thirty days of the date on which the admissible payment request is registered.

Technical reports : after final approval of the reports in accordance with the instructions laid down in Annex I payment corresponding to the relevant invoices shall be made within thirty days of the date on which the admissible payment request is registered.

ARTICLE I.6 – BANK ACCOUNT

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

Name of bank: [complete]

Address of branch in full: [complete]

Exact designation of account holder: [complete]

Full account number including codes: [complete]

[IBAN and BIC code: [complete]]

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

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

EPSO:

European Personnel Selection Office

Unit 02 (C107, 8/60)

B-1049 Brussels
BELGIUM

Contractor:

Mr/Mrs/Ms [complete]

[Function]

[Company name]

[Official address in full]

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.8.1 The Contract shall be governed by Community law, complemented, where necessary, by the national substantive law of Belgium.

I.8.1 Without prejudice to Article I.8.2, in the event that any dispute arises between the parties resulting from the interpretation or application of the Contract and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation.

If any party to the dispute gives written notice to the other party of its desire to commence mediation, and the other party agrees in writing, the parties shall jointly appoint a mutually acceptable mediator within two weeks of the date of the said written agreement. If the parties are unable to agree upon the appointment of a mediator within that time period, any party may apply to the courts of Brussels for the appointment of a mediator.

The mediator's written proposal or his written conclusion, stating that no proposal can be made, shall be produced within two months of the date of the written agreement by the second party to commence mediation. The mediator's proposal or conclusion shall not be binding for the parties, who reserve the right to bring the dispute before the courts, as per Art. I.8.2.

Within two weeks of the date of notification of the proposal by the mediator, the parties can conclude a written agreement, duly signed by all parties, based on the proposal.

The parties further agree to share equally the costs of mediation by the mediator, which costs will not include any other costs incurred by a party in connection with the mediation.

I.8.2 Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Brussels.

ARTICLE I.9 – DATA PROTECTION

Any personal data included in or relating to the Contract, including its execution, 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 EPSO without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to EPSO. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

Where the present contract requires the processing of personal data, the contractor may act only on instruction from the data controller (the official responsible for supervising the performance of the contract and appointed by EPSO), notably as concerns the purposes of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his/her rights.

The data are confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The contractor will limit access to the data to staff strictly necessary for the performance, management and follow-up of the contract.

The contractor undertakes to take appropriate technical and organisational security measures in view of the risks inherent in the processing and of the nature of the personal data concerned with the aim of:

- a) preventing any unauthorised person from gaining access to computer systems processing personal data;
- b) preventing any unauthorised reading, copying, alteration or removal of storage media;
- c) preventing any unauthorised memory inputs as well as any unauthorised disclosure, alteration or erasure of stored personal data;
- d) preventing unauthorised persons from using data-processing systems by means of data transmission facilities;

- e) ensuring that authorised users of a data-processing system can access no personal data other than those to which their access right refers;
- f) recording which personal data have been communicated, at what times and to whom;
- g) ensuring that it will subsequently be possible to check which personal data have been processed, at what times and by whom;
- h) ensuring that, during communication of personal data and during transport of storage media, the data cannot be read, copied or erased without authorisation;
- i) designing its organisational structure in such a way that it will meet the requirements of data protection.

In the event of any infringement of these clauses, the institution may terminate the contract immediately without prejudice to any possible damages.

ARTICLE I.10 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving ninety days formal prior notice. Should EPSO terminate the Contract, the Contractor shall only be entitled to payment corresponding to the services ordered and executed before the termination date. 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 services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

Should the Contractor terminate the Contract, he shall be required, if EPSO so requests, to provide the service for a period of up to nine months following the date on which termination takes effect.

Any other matter concerning the implementation of termination which is not covered by the Special Conditions shall be governed by Article II.15 of the General Conditions.

ARTICLE I.11 – OTHER SPECIAL CONDITIONS

I.11.1 Article II.9. "**CONFIDENTIALITY**" will be modified as follows:

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.

II.9.3. The probity, integrity and discretion of all individuals involved in work related to this contract or with access to related data of any sort must also be of the highest order so as to ensure complete confidentiality. The contractor will undertake to provide EPSO with a declaration concerning any person who has been employed by the contractor or by any sub-contractor on work directly or indirectly related to this contract and who wishes to participate in EU personnel selection procedure. Such a declaration will confirm that the person in question has not obtained information which could enable him/her to participate in selection tests under more favourable conditions than those enjoyed by other candidates.

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 EPSO 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 directly by EPSO;
- EPSO 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 EPSO any right arising from the contractual relationship between EPSO and the Contractor.

II.1.7 In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. EPSO 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 EPSO. 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, EPSO may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, EPSO may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II. 2 – LIABILITY

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

EPSO 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 EPSO, 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 EPSO should it so request.

ARTICLE II. 4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

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

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

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

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

II.4.3 Payment of the balance:

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

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

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

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

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

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

ARTICLE II. 6 – RECOVERY

- II.6.1** If total payments made exceed the amount actually due or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by EPSO.
- II.6.2** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.6.3** In the event of failure to pay by the deadline specified in the request for reimbursement, EPSO 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. EPSO 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, EPSO shall reimburse the expenses that 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 EPSO 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.

II.7.5 The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided EPSO 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 EPSO 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.9 shall apply.
- II.10.2** Unless otherwise provided by the Special Conditions, EPSO 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 EPSO.
- II.10.3** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from EPSO 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 EPSO'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 EPSO 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 EPSO 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 EPSO nor cause the Contract to be performed in fact by third parties.
- II.13.2** Even where EPSO authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to EPSO 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 EPSO 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 EPSO.

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 EPSO.

ARTICLE II. 15 – TERMINATION BY EPSO

II.15.1 EPSO may terminate the Contract, a pending order or a specific contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;

- (c) where EPSO has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where EPSO has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (e) where EPSO has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by EPSO 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 EPSO's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen days⁷ of the date foreseen, and the new date proposed, if any, is considered unacceptable by EPSO;
- (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

⁷ This period can be modified in the Special Conditions depending on the nature of the contract.

failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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

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

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

II.15.4 Consequences of termination:

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

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

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

**ARTICLE II.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD
ATTRIBUTABLE TO THE CONTRACTOR**

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, EPSO may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities of fraud.

ARTICLE II. 16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to EPSO's right to terminate the Contract, EPSO may decide to impose liquidated damages of 0.5% of the amount of the relevant purchase per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by EPSO 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. EPSO and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II. 17 – CHECKS AND AUDITS

- II.17.1** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.2** EPSO or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.3** In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last implementation.

ARTICLE II. 18 – AMENDMENTS

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

ARTICLE II. 19 – SUSPENSION OF THE CONTRACT

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

SIGNATURES

For the Contractor,

For EPSO,

[*Company name/forename/surname/function*]

N.D. BEARFIELD, Director

signature[s]: _____

signature: _____


Done at [place], [date]

Done at Brussels, [date]

In duplicate in English.

ANNEX I

Tender Specifications and Monitoring

 <p>Office européen de Sélection du Personnel Bureau: C-80 04/30 B-1049 BRUXELLES Tél. 02 296 89 48</p>	BON DE COMMANDE (à rappeler dans toute correspondance)		Date: _____		Date et référence de votre offre	
			Nombre de feuilles	Feuille n°	du Adonis	
			3	3		
	Code Fournisseur					
	SI2.					
Pays d'origine/Monnaie de paiement						
BE/€						
Codes pays d'origine/Monnaie						
002/00						
<p>La présente commande est régie par les dispositions du Contrat Cadre XXXXX. L'acceptation de la commande implique renonciation à toutes autres conditions de vente ou d'exécution de travaux.</p>						
DESIGNATION DES MARCHANDISES et code			Unité et code	Quantité	PRIX	
					Unitaire	Total
Objet:						
conformément à votre offre en référence et dont copie jointe en annexe.						
<p>En application des dispositions des articles 3 et 4 du Protocole sur les privilèges et immunités des Communautés européennes, la Commission est exonérée de tous droits, impôts et taxes, et notamment de la taxe sur la valeur ajoutée sur les paiements dus en vertu du présent contrat. [En Belgique, l'utilisation de ce contrat vaut présentation d'une demande d'exemption de la TVA. La facture devra porter la mention suivante : "Commande destinée à l'usage officiel des Communautés Européennes. Exonération de la TVA; article 42 § 3.3 du code de la TVA."</p>						
Lieu de livraison ou d'exécution					Emballage	
					Assurance	
					Transport	
Expédition par					Montage	
					TOTAL	0,00 €
Délai de livraison ou d'exécution					Signature	
Conditions de paiement					Nom: _____ Fonction: _____	
100 %						
après réception de la facture et des justificatifs à condition que la livraison soit conforme à la commande. Facture en trois exemplaires.						
Garantie						
Service demandeur :					Gestion financière	
					Poste Budg.:	N° engagem.:
						RAL :
Nom/ Adresse du destinataire :					Montant €	Visa/Date :
					RAL après cmd.	

**ANNEX II :
LETTER OF SUBMISSION OF TENDER**

Dear Sirs,

You will find enclosed the Tender of [name of Tenderer] in response to invitation to tender **EPSO/02/PO/2009/065** for the *Creation of a database of test forms containing abstract/inductive reasoning test items for use in computer and paper based testing as part of the EU Institutions' personnel selection procedures.*

Section 1. - IDENTIFICATION

1.1. - Tenderer's identification⁸

Tenderers will fill in the Legal Entity form that can be attained from the following internet address http://ec.europa.eu/budget/execution/legal_entities_en.htm
:

1.2. - Personal details⁹

1.2.1.- Person authorized to sign the contract on behalf of the Tenderer	
TITLE	Mr/Ms/Dr/other.....(delete or complete as appropriate)
NAME	Surname (in capital letters):..... Forename:.....
FUNCTION	
ADDRESS	

⁸ In the case of consortia this Section must be completed for each member of the consortium.

⁹ In the case of consortia, only one person will be authorized to sign.

CONTACT DETAILS	Telephone:..... Fax:..... E-mail address:.....
1.2.2. - Contact person (if different from 1.2.1)	
TITLE	Mr/Ms/Dr/other.....(delete or complete as appropriate)
NAME	Surname (in capital letters):..... Forename:.....
FUNCTION	
MAILING ADDRESS	
CONTACT DETAILS	Telephone:..... Fax:..... E-mail address:.....

1.3. - Sub-contractor's details¹⁰

NAME	
-------------	--

¹⁰ This section must be completed for each sub-contractor if any or if more than one

ADDRESS	
CONTACT DETAILS	Telephone:..... Fax:..... E-mail address:.....
LEGAL FORM	

Section 2. - BANK IDENTIFICATION

Tenderers will fill in the Bank Account form that can be attained from the following internet address: http://ec.europa.eu/budget/execution/ftiers_en.htm

.....
 (Signature of authorised representative¹¹)

Forename:.....
 Name:.....
 Position.....
 Date:.....

¹¹ All the pages need also to be initialled by the authorised representative

SECTION 3 DECLARATION on grounds for exclusion from the award of a contract <i>(one declaration per member of the consortium/group)</i>
--

Name of the tenderer's firm	
Registered office	
Registration No	
VAT number	
Name of the person signing this form ¹²	

THE TENDERER:

Declares that he is aware that contracts will not be awarded to candidates or 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.**

THE TENDERER:

¹² Agent legally authorised to represent the Tenderer in dealings with third parties and acting on the tenderer's behalf.

- does not have any conflict of interest in connection with the contract; such a conflict of interest 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;
- will inform the contracting department, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- has not made, and will not make, any offer of any type whatsoever, from which an advantage can be derived under this contract;
- 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, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract.

THE TENDERER:

- **is not guilty of serious misrepresentation in supplying or failing to supply the information that may be required by the contracting authority for his participation in the tendering procedure.**

Date, stamp and signature

**ANNEX III :
FINANCIAL BID**

All the costs requested must be provided in €, with 2 decimals, without VAT. Omission of one of the costs requested will result in the Tender not being accepted.

If you complete the Tender form using a word processor, you should take care not to make any changes to the original, failing which the Tender evaluation committee will declare your offer not conform.

ITEM	Fixed price offered
Supply of one full test form for: Administrators Assistants	
Delivery of a one-day workshop or training session for up to 10 people, at EPSO's premises in Brussels
Statistical analysis and report following every competition on the performance of test forms/items, based on data supplied by EPSO

This form may not include any items other than those requested

Submission of a Tender implies that:

- you accept the terms stipulated in the specification and annexes thereto, including the draft contract (Annex I);
 - if you are awarded the contract, you agree to be bound by your Tender throughout the performance of the contract;
-

- you waive your own terms of business.

STAMP, DATE AND SIGNATURE OF TENDERER
