

ORGANISATION FOR ECONOMIC CO- OPERATION AND DEVELOPMENT (OECD)

MARKET CONSULTATION: EXPERT(S) IN MIGRATION/LABOUR MARKET LAW/POLICIES TO SUPPORT WORKS ON THE PROJECT ON MOBILITY AND INTEGRATED LABOUR MARKET FOR THIRD-COUNTRY NATIONALS IN GREATER COPENHAGEN REGION

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LOT 1: Analysis of how to overcome legislative, regulatory and institutional barriers for cross-border labour market inclusion of third-country nationals in the Greater Copenhagen region

LOT 2: Analysis of international practices on how to strengthen cross-border labour market inclusion of third-country nationals

LOT 3: Proposal for a long-term strategy for cross-border labour market inclusion of third-country nationals in the Greater Copenhagen Region

The deadline date for the receipt of offers is 8 September 2023 (3:00 pm Paris time).

Preamble

The OECD brings together the governments of [countries committed to democracy and the market economy](#) from around the world to:

- Support sustainable economic growth
- Boost employment
- Raise living standards
- Maintain financial stability
- Assist other countries' economic development
- Contribute to growth in world trade

The OECD also shares expertise and exchanges views with more than **100 other countries and economies**.

Fast facts

Established: 1961

Location: Paris, France

Membership: 38

Budget: EUR 421 million (2020)

Secretariat staff: 3300

Secretary-General: [Mathias Cormann](#)

Publications: 250 new titles/year

Official languages: English/French

Monitoring, Analysing and Forecasting

For over 60 years, the Organisation for Economic Co-operation and Development (OECD, hereinafter referred to as “OECD” or “Organisation”) has provided statistical, economic and social data comparable with the most important and most reliable in the world. In addition to its collection of data, the OECD monitors trends, analysis, and forecasts economic developments. The Organisation studies changes and developments in trade, environment, agriculture, technology, taxation and more.

The Organisation provides a setting where governments can compare their experiences in developing public policies, seek answers to common problems, identify good practices and coordinate both domestic and international policies.

Enlargement and Key Partners

The Organisation has open accession discussions with Argentina, Brazil, Bulgaria, Croatia, Peru and Romania, and is also reinforcing its engagement with its Key Partners – China, India, Indonesia and South Africa.

Publishing

The OECD is one of the world's largest publishers in the fields of economics and public policy. [OECD publications](#) are a prime vehicle for disseminating the Organisation's intellectual output, both on paper and online.

Publications are available through the OECD Network Environment ([O.N.E](#)) for government officials, through OECD iLibrary for researchers and students in institutions, corporate, subscribed to our online library for individuals who wish to browse titles free-of-charge and also to purchase publications.

Instructions to tenderers

1. - PURPOSE AND OBJECT OF THE MARKET CONSULTATION

The OECD is launching this Market Consultation with the objective of sourcing one or more Contractors that will support the OECD team that works on the project on *Mobility and integrated labour market for third-country nationals in Greater Copenhagen*¹ with the Capital Region of Denmark, Region Scania in Sweden and the cross-border organisation Greater Copenhagen. This project is funded by the Structural Reform Support Programme of the European Commission (EC).

This Market Consultation is divided in 3 Lots:

Lot 1: Analysis of how to overcome legislative, regulatory and institutional barriers for cross-border labour market inclusion of third-country nationals in the Greater Copenhagen region

Lot 2: Analysis of international practices on how to strengthen cross-border labour market inclusion of third-country nationals

Lot 3: Proposal for a long-term strategy for cross-border labour market inclusion of third-country nationals in the Greater Copenhagen Region

Tenderers can respond to one or more Lots. In case Tenderers respond to multiple Lots, they are required to demonstrate the efficiency and productivity gains which would benefit the Organisation(s) should it decide to award these Lots to the same Tenderer. For all Lots listed herein, the Organisation(s) may choose to select a single or multiple suppliers.

2. TERMS AND CONDITIONS OF MARKET CONSULTATION

2.1. Composition of the Market Consultation

The documentation relating to the Market Consultation includes the following parts: Instructions to Tenderers;

- a) Terms of Reference;
- b) Letter of application;
- c) Market Consultation Declaration;
- d) Minimum General Conditions for OECD Contracts;
- e) Financial proposal template

2.2. Tenders

¹ The Greater Copenhagen Region is a metropolitan region which covers four regions, 85 municipalities and 4.4 million inhabitants across southern Sweden and eastern Denmark.

All Tenders will be treated as binding for the Tenderer and the Tenderer shall consequently issue in response to this Market Consultation a Letter of Application and a Declaration dated and signed, in accordance with Article 3.2 below.

2.3. Duration of Tender validity

Tenders shall remain valid for one hundred and eighty (180) calendar days, as from the deadline for receipt of Tenders.

2.4. Additional information

Should any problems of interpretation arise in the course of drawing up the Tender documents, Tenderers may submit their questions to tilde.ussing@oecd.org and kristine.langenbucher@oecd.org no later than three (3) calendar days before the deadline for the receipt of Tenders. All Tenderers will be informed of the answers given to such questions.

2.5. Communication

All communication relating to this Market Consultation shall be done directly to the email address outlined in 2.4. To ensure fairness and transparency, **the Organisation reserves the right to reject any Tender documents where the Tenderer has had direct contact with other OECD personnel.**

2.6. Acceptance and rejection of Tenders

There is no obligation on the part of the Organisation to accept any Tender or part thereof that is received in response to the Market Consultation, as further specified in 3.1.

The OECD reserves the right at its sole discretion and without indemnity or justification:

- a) To accept Tenders that may present any technical, formal or other defect that it considers non-substantial
- b) To reject
 - any Tender received, especially those that are illegible, conditional, vague, or incomplete, that do not contain the required information, or that do not conform to the instructions provided or that contain false information
 - any Tender received after the deadline for receipt of Tenders

2.7. Modification or cancellation of Market Consultation

The Organisation reserves the right to modify or cancel all or part of the Market Consultation, should the need arise, without having to justify its actions and without such action conferring any right to compensation in favour of the Tenderers.

2.8. Partnerships

Partnerships must jointly meet the requirements set out in the Market Consultation. Each partner must also meet administrative requirements individually. In case of joint-venture or consortium, a contract shall be concluded with the leading entity only. The composition of the partnership must not be altered without the prior written consent of the OECD. The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the

joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to OECD.

2.9. Subcontracting

Any subcontracting is subject to the prior written approval of the OECD.

All subcontractors must be eligible for the contract and cannot be in any of the situations listed in these instructions to tenderers. In the event of doubt, OECD may request documentary evidence that the subcontractor is not in a situation of exclusion as mentioned in the letter and declaration.

2.10. Extension of the deadline for receipt of Tenders

The OECD reserves the right to extend the deadline for receipt of the Tenders. In that case, all the Tenderer's and Organisation's rights and duties and in particular Article 2.3 above will be subject to this new deadline.

2.11. Costs and Expenses

Tenders are not paid. No reimbursement of expenses related to the preparation of any Tender will be made by the OECD.

Kindly note that OECD **does not charge any fee at any stage of its procurement process** (vendor registration, tender submission). Tenderers shall be advised that OECD does not use procurement agents. Any approach by a third party claiming to be an official agent from OECD should be reported to OECD Corporate Procurement Group immediately at corporate.procurement@oecd.org

2.12. Confidentiality

The Market Consultation and any further information communicated to the potential Tenderers or which come to their knowledge in the course of the Market Consultation and the performance of the work are confidential and are strictly dedicated to the purpose of the Market Consultation. The OECD reserves the right to request to have all documents and information and copies, regardless of the format, to be returned at the end of the Market Consultation process or to receive a written attestation that they have been destroyed.

3. - PRESENTATION, SUBMISSION AND CONTENTS OF TENDERS

3.1. Tender presentation, conditions for submission and acceptance or rejection of Tenders

Tenders shall be drafted entirely in English or French, and shall be received by the Organisation before the deadline to tilde.ussing@oecd.org.

The date and time before which to return the Tenders are given in these Instructions Tenders which do not fully comply with the Technical Specifications/Terms of Reference may, at the sole discretion of the Organisation, be rejected and returned to the Tenderer if applicable. Tenders that are received by the Organisation after the deadline specified above as well as Tenders which do not fully comply with the Technical Specifications/Terms of Reference may, at the sole discretion of the Organisation, be rejected.

3.2. Contents of the Tender

Tenderers must provide:

- A Letter of Application, signed by the Tenderer. A template is annexed to this Market Consultation, which contains all of the necessary information;
- A Declaration signed by the Tenderer. A template is annexed to this Market Consultation, which contains all of the necessary information;
- Moreover, the Tenderer shall provide, to the extent possible and where applicable, certificate(s) identifying the Tenderer, including its name, legal form, address, registration number or equivalent, date of registration, areas of activity and number of employees.

Please note that the Tenderer, ***should it be shortlisted***, may be asked to provide the following:

- Any relevant existing agreements with intermediaries or third parties;
- Financial information for the last three (3) years;
- Proof of completed legal obligations with regards to tax declarations and payments in its home country and all the requisite certificates to that effect.

3.3. Financial Conditions

Prices quoted in the Tender must include all costs necessary for the complete execution of an eventual contract (i.e. insurance, transport, guarantees, etc.). Charges for items essential to execution of the contract and not identified in the Tender will be borne by the Tenderer.

All prices must be in Euros, unless otherwise requested by the Organisation.

Tenderers are requested to use the financial template attached to this Market Consultation.

4. - INTERVIEWS

The Organisation reserves the right to organise interviews and request the Tenderers to specify the content of their Tenders.

5. - SELECTION CRITERIA

The following selection criteria will be applied to tenderers. In the case of tenders submitted by a consortium, the selection criteria will be applied to the consortium as a whole unless specified otherwise. The offers received will be assessed according to the following criteria:

Lot 1:

c	Technical criteria	Points
1	Demonstrated knowledge on/expertise in EU, Danish and Swedish legislation, regulations and administrative procedures on migration and labour market inclusion of third-country nationals	30
2	The proposed method(s) and approach(s) to do the outlined activities for each of the lots covered by the bid	30
3	Demonstrated knowledge of Danish, Swedish, and English language	15

Financial criteria		
4	Financial offer	25

Lot 2:

Technical criteria		Points
1	Demonstrated prior experience leading or supporting research and analysis on migration and labour market inclusion of migrants or related fields	20
2	Demonstrated knowledge/experience working with/on EU legislation on intra-EU mobility and labour market inclusion of third-country nationals across EU countries/cross-border regions.	20
3	The proposed method(s) and approach(s) to do the outlined activities for each of the lots covered by the bid	20
4	Demonstrated knowledge of English language	15
Financial criteria		
5	Financial offer	25

Lot 3:

Technical criteria		Points
1	Demonstrated knowledge on/expertise in EU, Danish and Swedish legislation, regulations and administrative procedures on migration and labour market inclusion of third-country nationals	30
2	The proposed method(s) and approach(s) to do the outlined activities for each of the lots covered by the bid	30
3	Demonstrated knowledge of Danish, Swedish, and English language	15
Financial criteria		
4	Financial offer	25

The overall technical score of this Market Consultation is 75 points

The technical threshold is set to 50 points out of 75 points. The technical threshold corresponds to the minimum level of technical quality that a proposal shall demonstrate in order to be shortlisted.

6. - INFORMATION TO TENDERERS

All Tenderers will be informed, whenever possible, of the decision taken on their Tenders or in the event that the Market Consultation has been cancelled.

Terms of Reference

1. INTRODUCTION

The OECD Centre for Entrepreneurship, SMEs, Cities and Regions (CFE) supports local, regional and national governments unleash the potential of entrepreneurs and small and medium-sized enterprises, promote inclusive and sustainable regions and cities, boost local job creation and implement local employment policies.

The CFE is launching this procurement process with the objective to contract with one or more Contractors who will assist the OECD CFE team that works on the project on *Mobility and integrated labour market for third-country nationals in Greater Copenhagen* with the Capital Region of Denmark, Region Scania in Sweden and the cross-border organisation Greater Copenhagen. This project is funded by the Structural Reform Support Programme of the European Commission (EC).

The Market Consultation includes the following lots:

Lot 1: Analysis of how to overcome legislative, regulatory and institutional barriers for cross-border labour market inclusion of third-country nationals in the Greater Copenhagen region

Lot 2: Analysis of international practices on how to strengthen cross-border labour market inclusion of third-country nationals

Lot 3: Proposal for a long-term strategy for cross-border labour market inclusion of third-country nationals in the Greater Copenhagen Region

2. DESCRIPTION OF THE WORK

The **Organisation for Economic Co-operation and Development (OECD)** is launching this Market Consultation for sourcing one or more external experts who will assist the OECD CFE team that works on the project on *Mobility and integrated labour market for third-country nationals in Greater Copenhagen* with the Capital Region of Denmark, Region Scania in Sweden and the cross-border organisation Greater Copenhagen.

The profile sought with this Market Consultation is for an **expert in migration/labour market law/policies**.

The primary role of the expert will be to:

Lot 1: Analysis of how to overcome legislative, regulatory and institutional barriers for cross-border labour market inclusion of third-country nationals in the Greater Copenhagen region

Contribution to an OECD review on how to overcome legislative, regulatory and institutional barriers for cross-border labour market inclusion of third-country nationals in Greater Copenhagen **by reviewing**

national and EU rules, legislation and administrative procedures that facilitate/limit cross-border labour mobility for third-country nationals between Denmark and Sweden. **Draft a chapter** based on the results on the review.

Lot 2: Analysis of international practices on how to strengthen cross-border labour market inclusion of third-country nationals

Contribution to an OECD review on how to overcome legislative, regulatory and institutional barriers for cross-border labour market inclusion of third-country nationals in Greater Copenhagen through **a review of European practices that enable the cross-border movement and labour market participation of third-country nationals in other European cross-border regions. Supporting the organisation of an international knowledge-sharing workshop** with other European countries on this topic. **Draft a note** based on the results of the review and the workshop.

Lot 3: Proposal for a long-term strategy for cross-border labour market inclusion of third-country nationals in the Greater Copenhagen Region

Contribution to the development of a proposal for a long-term strategy on cross-border labour market inclusion of third-country nationals in the Greater Copenhagen Region

Qualified companies, organisations, universities/research institutions and individuals can submit a bid.

3. KEY TASKS, ACTIVITIES AND METHODS OF WORKING

Working jointly with the OECD, the expert will undertake one or more of the following lots. The bidders may apply to only one or more than one lots.

Lot 1: Analysis of how to overcome legislative, regulatory and institutional barriers for cross-border labour market inclusion of third-country nationals in the Greater Copenhagen region

- a) **Review of national and EU rules, legislation and administrative procedures on cross-border labour mobility for third-country nationals:** The Contractor shall provide a detailed analysis of relevant Danish, Swedish and EU rules and legislation as well as administrative procedures that affect/hinder the possibility for third-country nationals who reside on one side of the Danish/Swedish border to take up work on the other side of the border, with a particular focus on laws, regulation and administrative procedures for residency and work permits. The analysis shall include details on the different business schemes in place in both countries to allow certain types of migrants to take up work in the two countries and the extent to which third-country nationals wishing to take up work across the Danish/Swedish border can make use of these without having to move for work. The analysis shall also include details on how relevant EU legislation for example on posting of workers, long-term residencies, and EU Blue Card holders affect the cross-border labour movement of third-country nationals between Denmark and Sweden. The Contractor shall further provide a detailed description of the special agreement for third-country nationals living in Denmark and wishing to work at the European Spallation Source (ESS) in Lund, Sweden, and review the implications that can be drawn from this agreement for the broader group of third-country nationals living in the region.

- b) **Participate in/conduct fact-finding interviews:** To support activity (a) the Contractor shall participate in a number of fact-finding interviews with relevant stakeholders in the Greater Copenhagen region organised by the OECD during a mission to the region. The Contractor shall further independently conduct fact-finding interviews with additional relevant stakeholders. The exact number of fact-finding interviews to be organised will depend on the Contractor's prior experience in the field of study. The fact-finding interviews organised by the OECD will take place in person in the Greater Copenhagen region. The Contractor shall incorporate the findings of the fact-finding interviews into the draft Chapter (activity (d)).
- c) **Identify possible solutions:** Building on activities (a) and (b) the Contractor shall provide an analysis of possible ways to overcome existing challenges/barriers. This shall inter alia include an analysis of possible measures to streamline administrative procedures related to granting work/residency permits, models for double work permits/work permits without requiring residency permits e.g. for certain groups/industries, expanding options for posted workers in the two countries, expanding the use of existing business schemes, and making better use of EU Blue Card holder rights/equivalent systems in Denmark.
- d) **Prepare a draft Chapter:** The Contractor shall summarise the findings from activities (a), (b) and (c) into a draft Chapter in English. The Chapter shall follow conventional OECD writing standards as laid out in the latest version of the OECD Style Guide and recent publications in the OECD Local Job Creation Review series. The Contractor shall work using the latest version of O.N.E. Author and clearly document the references using appropriate tools (e.g. MS WORD or Mendeley). The final draft should be a maximum of 30-40 pages. The draft shall contain a first set of detailed assessments and recommendations based on the analysis. The draft shall be reviewed by the OECD and comments shall be provided by the OECD. The Contractor shall then incorporate these comments into the draft to the OECD's satisfaction within the agreed deadline.

Lot 2: Analysis of international practices on how to strengthen cross-border movement and labour market participation of third-country nationals

- a) **Review of European practices that enable the cross-border movement and labour market participation of third-country nationals in other European cross-border regions:** The Contractor shall conduct desk-based research to identify a minimum of three good practices on how to strengthen cross-border labour market inclusion of TCNs in other European cross-border regions. The Contractor shall identify and review the experience of the three cross-border regions and analyse how the Greater Copenhagen Region can draw on these experiences to overcome challenges and opportunities with regard to cross-border labour market inclusion of third-country nationals in the region.
- b) **Draft a note on international good practices and lessons learned for the Greater Copenhagen region:** Based on activity (a), the Contractor shall prepare a note that summarises the review of European good practices on how to strengthen cross-border labour market inclusion of third-country nationals. The note shall include assessments and recommendations on possible lessons learned for the Danish and Swedish authorities in the Greater Copenhagen region. The note shall follow conventional OECD writing standards as laid out in the latest version of the OECD Style Guide. The Contractor shall work using the latest version of O.N.E. Author and clearly document the references using appropriate tools (e.g. Mendeley). The final draft should be a maximum of 15 pages. The draft shall be reviewed by the OECD and comments shall be provided by the OECD. The Contractor shall then incorporate these comments into the draft to the OECD's satisfaction within the agreed deadline.

- c) **Organise an online international expert workshop:** Based on activities (a) and (b) the Contractor shall organise an international knowledge-sharing workshop with experts from the [3] identified EU countries on good practices on how to strengthen cross-border labour market inclusion of third-country nationals. The Contractor will develop a draft agenda for the workshop which identifies the examples to be presented in the workshop and the three international experts that should be invited to the workshop. The draft agenda will be finalised in cooperation with the OECD. The concept note will be finalised by the OECD. During the webinar, the Contractor shall actively participate, possibly as a moderator. Technical aspects of the webinar (video conferencing) will be the responsibility of the OECD; inviting participants from Denmark and Sweden will be the responsibility of representatives from the two countries

- d) **Finalise the note on international good practices and lessons learned for the Greater Copenhagen region:** Following activity (c), the Contractor shall finalise the note on international good practices and lessons learned for the Greater Copenhagen region, taking into account the outcomes of the workshop. The draft shall be reviewed by the OECD and comments shall be provided by the OECD. The Contractor shall then incorporate these comments into the draft to the OECD's satisfaction within the agreed deadline.

Lot 3: Proposal for a long-term strategy for cross-border labour market inclusion of third-country nationals in the Greater Copenhagen Region

- a) **Provide expert advice on developing and supporting the writing of a proposal for a long-term strategy:** The contractor shall provide expert advice on developing a long-term strategy for cross-border labour market inclusion of third-country nationals in the Greater Copenhagen Region. The OECD shall draw up the first draft strategy and share it with the Contractor. The Contractor shall review the draft strategy and provide detailed comments and suggestions for how to rewrite/optimize the strategy based on his/her knowledge of cross-border labour market inclusion of third-country nationals. The Contractor shall share his/her comments and suggestions prior to the organisation of a validation workshop with relevant national stakeholders organised by the OECD, in which the Contractor shall actively participate. The validation workshop will take place in person in the Greater Copenhagen region.

For all lots, the project/activities will be overseen by the OECD CFE team working on the project on *Mobility and integrated labour market for third-country nationals in Greater Copenhagen*. The OECD will be responsible for coordination with the other stakeholders involved in the project – DG REFORM (European Commission), the Capital Region of Denmark, Region Scania in Sweden and the cross-border organisation Greater Copenhagen.

4. TIMELINE, EXPECTED DURATION OF THE PROJECT

The expert will work under the supervision of the OECD CFE team that works on the on the project on *Mobility and integrated labour market for third-country nationals in Greater Copenhagen* with the Capital Region of Denmark, Region Scania in Sweden and the cross-border organisation Greater Copenhagen.

The **indicative timeline** of the different lots and activities is the following (the exact dates/length of the different lots are to be further discussed with the Contractor):

Activity	Date
Lot 1	
Activity (a)	November 2023-February 2024
Activity (b)	November 2023 – February 2024
Activity (c)	November 2023 – February 2024
Activity (d)	February 2023 – April 2024
Lot 2	
Activity (a)	November 2023 – January 2024
Activity (b)	January – February 2024
Activity (c)	March 2024
Activity 9d)	March – April 2024
Lot 3	
Activity (a)	October – December 2024

The duration of the framework contract shall be one year, renewable three times for a total duration of four (4) years.

The OECD's Minimum General Conditions of contracts will be applied in the event that the bidder is selected. If the bidders have any comments regarding any of the Minimum General Conditions of OECD Contract, they should be highlighted in the Letter of Application.

5. MINIMUM REQUIREMENTS

The proposed expert shall as a minimum process the following technical and qualitative requirements:

Lot 1:

- A post-graduate degree (PhD or Masters) in law, economics, social science, political science, migration studies or related discipline.
- Minimum of three (3) years of experience working with/on rules, regulations and administrative procedures on migration and labour market inclusion of third-country nationals in Denmark and Sweden and the EU.
- Minimum level B1 in Danish or Swedish language and minimum level B1 in the English language
- Minimum of three (3) years of experience with drafting longer reports.

Lot 2:

- A post-graduate degree (PhD or Masters) in law, economics, social science, political science, migration studies or related discipline.
- Minimum of three (3) years of relevant experience leading or supporting research and analysis on migration and labour market inclusion of migrants or related fields.

- Minimum of three (3) years of experience working with/on EU legislation on intra-EU mobility and labour market inclusion of third-country nationals across EU countries/cross-border regions.
- Minimum level B1 in Danish or Swedish language and minimum level B1 in the English language.
- Minimum of three (3) years of experience with drafting longer reports.

Lot 3:

- A post-graduate degree (PhD or Masters) in law, economics, social science, political science, migration studies or related discipline.
- Minimum of three (3) years of experience working with/on rules, regulations and administrative procedures on migration and labour market inclusion of third-country nationals in Denmark and Sweden and the EU.
- Minimum level B1 in Danish or Swedish language and minimum level B1 in the English language.
- Minimum of three (3) years of experience with drafting longer reports.

6. HOW TO APPLY

Bidders interested in participating in this Market Consultation shall provide:

- A full CV of the proposed expert (or CVs in the case of a consultancy/firm);
- One page (ca. 500 words) describing experience leading or supporting research and analysis on migration and labour market inclusion of migrants or related fields
- One page (ca. 500 words) indicating which of the three lots that the bidder is interested in and describing a or several proposed method(s) or approach(s) to do the outlined activities for each of the lots covered by the bid (for example interviews with relevant stakeholders, review of legislation etc.). This should include a list of stakeholders to be interviewed.
- A financial proposal (using the financial grid provided) for the execution of the work under each of the lots covered by the bid, clearly indicating:
 - the daily rate(s) of the expert(s),
 - the estimated overall costs and
 - the estimated breakdown of costs for each deliverable.
- An estimated timeline of the deliverables, indicating when the work could take place.
- Bidders should clearly indicate that the proposed prices are valid for the entire duration of the project/contract (up to 4 years) and/or provide a % of a possible increase.

ANNEX: Financial Grid template

<p>Market Consultation for the provision of:</p> <p><i>Mobility and integrated labour market for third-country nationals in Greater Copenhagen</i></p>

Lot 1

Ref.	Description	EUR (excluding taxes)	EUR (including taxes)
1		daily rate	daily rate
1.1	Daily rate of the consultant)		
2			
	number of days to complete the services foreseen in the TOR	days	
3	Additional costs		
2.1	travel costs (if any)		
2.2	any additional cost (please specify)		
4	Estimated overall costs	excluding taxes	including taxes

Lot 2

Ref.	Description	EUR (excluding taxes)	EUR (including taxes)
1		daily rate	daily rate
1.1	Daily rate of the consultant)		
2			
	number of days to complete the services foreseen in the TOR	days	
3	Additional costs		
2.1	travel costs (if any)		
2.2	any additional cost (please specify)		
4	Estimated overall costs	excluding taxes	including taxes

Lot 3

Ref.	Description	EUR (excluding taxes)	EUR (including taxes)
1		daily rate	daily rate
1.1	Daily rate of the consultant)		
2			
	number of days to complete the services foreseen in the TOR	days	
3	Additional costs		
2.1	travel costs (if any)		
2.2	any additional cost (please specify)		
4	Estimated overall costs	excluding taxes	including taxes

NOTES

Bidders shall provide as a minimum a price for the items listed above.

Bidders shall also provide a clear breakdown of costs for each deliverable

Additional details (e.g. different rates depending on the profile, applicable discounts, etc.) can be provided at the discretion of the bidder.

Prices indicated in the financial offer should be valid for up to 4 years.

Letter of Application

Market Consultation for Mobility and integrated labour market for third-country nationals in Greater Copenhagen

As part of the offer in response to this Market Consultation, the Tenderer (company or individual) shall declare on oath the following:

- i. All elements of the offer are contractually binding;
- ii. The person signing the offer does have the authority to commit the Tenderer to a legally binding offer;
- iii. The Tenderer accepts all of the Minimum General Terms and Conditions without any modification. *If there is an exception, please state the exception and the rationale for that exception.*
- iv. The Tenderer acknowledges and understands the terms of the Instructions to Tenderers and accepts to conform himself to those terms if selected to conduct the contract.
- v. The Tenderer, or each of the partners in the case of a partnership, has fulfilled all its legal obligations with regards to tax declarations and payments in its home country and must supply all the requisite certificates to that effect.

On .. / .. / ..

Signature

Declaration

Market Consultation for Mobility and integrated labour market for third-country nationals in Greater Copenhagen

As part of the offer in response to this Market Consultation '*Mobility and integrated labour market for third-country nationals in Greater Copenhagen*, the Bidder (company or individual) shall declare on oath the following:

- i. That it is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- ii. That neither the Bidder nor any persons having powers of representation, decision making or control over the Bidder have been convicted of an offence concerning its professional conduct by a judgment which has the force of *res judicata*;
- iii. That neither the Bidder nor any persons having powers of representation, decision making or control over it have been the subject of a final judgment or a final administrative decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings or any other illegal activity detrimental to the interests or reputation of the OECD, its members or its donors;
- iv. That neither the Bidder nor any persons having powers of representation, decision making or control over it have been the subject of a final judgement or of a final administrative decision for an irregularity affecting the financial interest of the OECD, its members or its donors;
- v. That it has not been the subject of a final judgement or of a final administrative decision establishing that it has created an entity under a different jurisdiction with the intention to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
- vi. That it has not been created with the intention described in point v) above as established by a final judgment or a final administrative decision;
- vii. That it is not guilty of misrepresentation in supplying the information required as a condition of participation in this Market Consultation or fail to supply this information;
- viii. That it adheres to the highest ethical and business responsibility standards and complies with all applicable national and international rules relating to ethical and responsible standards of behaviour, including, without limitation, those dealing with human rights, environmental protection, sustainable development, tax compliance, anti-bribery and anti-corruption;

- ix. That it has not been employed by the OECD as official staff within the six (6) months prior to the submission of the offer of the Market Consultation;
- x. That it is not subject to a conflict of interest;
- xi. That its employees, if applicable, and any person involved in the execution of the work to be performed under the present Market Consultation are regularly employed according to national laws to which it is subject and that it fully complies with laws and regulations in force in terms of social security and labor law;
- xii. That it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award or the execution of the contract.

I, the undersigned, on behalf of the Bidder (company or individual), understand and acknowledge that the OECD may decide not to award the contract to a Bidder who is one of the situations indicated above. I further recognise that the Organisation may terminate for default any contract awarded to a Bidder who during the award procedure had been guilty of misrepresentation in supplying, or fail to supply, the information requested above.

Date .. / .. / ..
Signature

Name
Job title

MINIMUM GENERAL CONDITIONS FOR OECD CONTRACTS

The following articles constitute of the minimum general conditions of the contract to be signed between the OECD and the Contractor to whom the contract would be awarded following the Market Consultation (the “Contract”). These minimum general conditions are not exclusive and will be modified and/or complemented with additional conditions in the Contract.

ARTICLE 1 – GOODS OR SERVICES

The goods and/or services provided under the Contract (hereinafter “The Work”) shall strictly comply with the standards mentioned in the Terms of Reference. It is expressly agreed that the Contractor shall perform the Work in strict accordance with all standards or, where no such standards have yet been formulated, the authoritative standards of the profession will be the applicable norms.

ARTICLE 2 - PRICES

Prices charged by the Contractor for the Work shall not vary from the prices quoted by the Contractor in its Tender, with the exception of any price adjustment authorised in the Contract.

ARTICLE 3 - PAYMENTS AND TAXES

Payment will be made in Euros unless agreed otherwise by the Organisation.

In case the Contractor is located outside of France, the Organisation may be exempted from taxation, including from sales tax and value added tax (V.A.T.). Therefore, the Contractor shall not charge any such tax to the Organisation. All other taxes of any nature whatsoever are the responsibility of the Contractor.

In other cases, the prices shall be indicated exclusive of tax. If the amounts payable to the Contractor for the Work are subject to value added tax (V.A.T.), the Contractor's invoice will show the applicable V.A.T. rate and corresponding amount on the invoices, as well as the total amount before and after such tax.

ARTICLE 4 - DELAY IN EXECUTION

The Contractor shall perform the Work in accordance with the time schedule and the terms specified in the Contract, this being an essential element of the Contract. Any delay will entitle the Organisation to claim the payment of penalties as negotiated between the Contractor and the Organisation.

ARTICLE 5 - ACCESS TO THE PREMISES AND SYSTEMS

If the Work requires at any time the presence of the Contractor and/or of the Contractor's employees, agents or representatives ("Personnel") on the premises of the Organisation and/or access to the OECD's systems, they shall observe all applicable rules of the Organisation, in particular security rules, which the Organisation may enforce by taking any measures that it considers necessary.

ARTICLE 6 - IMPLEMENTATION OF THE WORK

The Contractor shall undertake that the Work be performed by the individual(s) named in the Contract or otherwise agreed in writing by the Organisation. The Contractor may not replace said individual(s) by others, without the prior written consent of the Organisation.

ARTICLE 7 - AUTHORITY

The Contractor shall hereby declare having all rights and full authority to enter into the Contract and to be in possession of all licences, permits (including work permits for Contractor's Personnel) and property rights, in particular intellectual property rights, necessary for the performance of the Contract.

ARTICLE 8 - LIABILITY AND INSURANCE

The Contractor shall indemnify the Organisation and its personnel against any and all claims, losses, damages, costs or liabilities of any nature whatsoever, including those of third parties, arising directly or indirectly out of or in connection with the Contractor's performance or breach of the Contract.

The Contractor declares that it has subscribed to the necessary insurance policies with one or more insurance companies known to be creditworthy in order to cover its civil liability for all risks arising out of or in connection with its activity and the performance of the present Contract, as well as any physical, material or immaterial damage, whether consecutive or not, regardless of its nature.

The Contractor shall provide evidence of such insurance policies upon the first demand of the Organisation, by providing a certificate of insurance issued by its insurer(s).

The said insurance certificate cannot be issued any earlier than six months prior to the date of signature of the present Contract. Neither the scope nor the amounts of the coverage shall constitute a limitation of the Contractor's civil liability.

The Contractor guarantees that itself and any third party companies it may use under the said Contract have subscribed to an insurance company known to be of good repute and that they will remain the holders, throughout the term of the present Contract, of insurance policies covering all risks inherent in or relating to their activities.

The Contractor undertakes, in the event that the coverage limit of its insurance is inadequate, to compensate from its own funds the surplus due in order to settle a claim for which it is responsible.

ARTICLE 9 - REPRESENTATIVES

Neither the Contractor nor any of its Personnel (including but not limited to its experts, employees, agents or representatives):

- shall in any capacity be considered as members of the staff, employees or representatives of the Organisation;
- shall have any power to commit the Organisation in respect of any obligation or expenditure whatsoever;
- shall have any claim to any advantage, payment, reimbursement, exemption or service not stipulated in the Contract. In particular and without limitation, it is understood that neither the Contractor, nor any of the Contractor's Personnel may in any manner claim the benefit of the privileges and immunities enjoyed by the Organisation or by its personnel.

ARTICLE 10 - INTELLECTUAL PROPERTY

The results and products, both intermediate and final, of the Work carried out in performance of the Contract, including all intellectual property rights arising therefrom, shall belong exclusively to the Organisation. These rights shall vest in the Organisation as and when the Work is created, or if this is not legally possible, be assigned to the Organisation by the Contractor throughout the world, on a perpetual basis.

As exclusive owner of the Work, the OECD shall enjoy full rights over it, including (but not limited to) the right to license, publish, display, represent, reproduce, adapt, translate, modify, create derivative work, sell, exploit, administer, use and dispose of the Work and to retain any and all benefit, revenue and income accruing therefrom, without the prior written consent of the Contractor being required. In particular, the OECD may freely decide to publish or not the Work (and/or any adaptation thereof).

All right in the Contractor's pre-existing proprietary intellectual property included in the results and products of the Work shall remain with the Contractor. If the Work includes any pre-existing materials owned by the Contractor, the Contractor shall grant to the OECD a perpetual, irrevocable, non-exclusive, sub-licensable, worldwide and royalty-free licence to use such materials as part of the Work.

The Contractor shall warrant that the results and products of the Work do not infringe the intellectual property or other rights of any third parties.

The Contractor shall not use the OECD name and/or logo without the prior written consent of the OECD.

ARTICLE 11 - TRANSFER OF RIGHTS OR OBLIGATIONS

The Contractor shall not transfer to any third party any rights or obligations under this Contract, in whole or in part, or sub-contract any part of the Work, except with the prior written consent of the Organisation.

ARTICLE 12 - TERMINATION

Without prejudice to any other remedy for breach of Contract the Organisation may claim, the Organisation shall reserve the right to terminate the Contract without any prior notice or indemnity:

- i) in the event of failure by the Contractor to comply with any of its obligations under the Contract; and/or
- ii) if the Contractor, in the judgment of the Organisation, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

The Organisation shall also reserve the right terminate the Contract, in whole or in part, at any time for its convenience, by written notice sent through registered mail with recorded delivery to the Contractor. The notice shall specify that termination is for the Organisation's convenience, the extent to which Work of the Contractor under the Contract has been completed, and the date upon which such termination becomes effective. The Work that is complete on receipt of notice by the Contractor shall be accepted by the Organisation, at the Contract terms and prices. For the remaining, the Organisation may elect:

- i) To have any portion completed at the Contract terms and prices; and/or;
- ii) To cancel the remainder and pay to the Contractor the amount corresponding to the completed work.

ARTICLE 13 – FINANCIAL INFORMATION

During the Contract and at least seven years after its termination, the Contractor shall:

- i). Keep financial accounting documents concerning the Contract and the Work ;
- ii). Make available to the Organisation or any other entity designated by the Organisation, upon request, all relevant financial information, including statements of accounts concerning the Contract and the Work, whether they are executed by the Contractor or by its any of its subcontractors.

The Organisation or any other entity designated by the Organisation shall be entitled to undertake, including on the spot, checks related to the Contract and/or the Work.

ARTICLE 14 – ETHICAL PRACTICES

Having due regard to the nature and purposes of the OECD as an international organisation, the Contractor shall adhere to the highest ethical and business responsibility standards. In particular, the Contractor shall comply with (and shall ensure that its Personnel complies with) all applicable national and international rules relating to ethical and responsible standards of behaviour, including, without limitation, those dealing with human rights, environmental protection, sustainable development, tax compliance, anti-bribery and anti-corruption.

OECD staff may not accept, directly or indirectly, any gratuity, gift, favour, loan or anything of monetary value. In addition, OECD expects its suppliers/providers to never put the Organisation or one of its staff members in an ethically unacceptable situation by offering gifts or hospitality of any kind.

ARTICLE 15 - ARBITRATION CLAUSE

Given the status of the Organisation as an international organisation, the Parties shall specifically agree that their rights and obligations shall be governed exclusively by the terms and conditions of the Contract.

Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Paris (France). The Parties shall expressly renounce their right to seek the annulment or setting-aside of any award rendered by the arbitral tribunal, or if this renunciation is not legally possible, the Parties shall expressly agree that if an award rendered by the arbitral tribunal is annulled, the jurisdiction ruling on the annulment proceedings cannot rule on the merits of the case. The dispute will therefore be settled by new arbitral proceedings in accordance with this clause.

Nothing in the Contract shall be construed as a waiver of the privileges and immunities that the OECD enjoys as an international organisation.

ARTICLE 16 – CONFIDENTIALITY

Any information, on any medium whatsoever, sent to the Contractor to which the Contractor obtains access on account of the Contract, shall be held confidential. In consequence, the Contractor shall not disclose such information without the written prior consent of the Organisation. The Contractor shall ensure that the Contractor's Personnel is expressly bound by and respect the provisions of the present clause.

ARTICLE 17 – PERSONAL DATA PROTECTION

In the Contract, the following terms shall have the meanings set out below:

- i) "Applicable Data Protection Regulation" means the OECD Data Protection Rules and any data privacy or data protection law or regulation that apply to the Processing of Personal Data by the Contractor;
- ii) "OECD Data Protection Rules" means the OECD internal rules on data protection, which are the only rules governing Personal Data protection that are applicable to the OECD. They are currently set out in the Decision of the Secretary-General on the protection of individuals with regard to the processing of their personal data, Annex XII of the Staff Regulations, Rules and Instructions applicable to Officials of the Organisation. A copy of the OECD Data Protection Rules has been provided to the Contractor;
- iii) "Personal Data" means any information relating to an identified or identifiable individual, Processed under or otherwise in connection with the Contract;
- iv) "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, theft of, or access to, Personal Data transmitted, stored or otherwise Processed, and any other incident impacting the availability, integrity or confidentiality of the Personal Data;
- v) "Processing" means any operation which is performed on the Personal Data whether or not by automated means; "Process/Processed" shall be construed accordingly.

As an independent intergovernmental organisation, the OECD is not subject to any national or regional legislation, and the only rules governing personal data protection that are applicable to the OECD are the OECD Data Protection Rules. In respect of the Processing, the OECD will comply with the OECD Data Protection Rules and the Contractor will comply with the Applicable Data Protection Regulation.