

ECHA/2011/123

Direct Contract

**Willingness to pay (WTP) to avoid
selected adverse human health
outcomes due to exposure to chemicals**

**Open procurement procedure
Specifications and model contract**

**Prior information notice: n/a
Contract notice: OJ 2011/S 129 213429**

CONTENTS

1. THE SERVICES/SUPPLIES (TECHNICAL SPECIFICATIONS)	3
1.1. BACKGROUND AND OBJECTIVES	3
1.1.1. Background	3
1.1.2. Objective	4
1.2. DESCRIPTION OF RESOURCES	5
1.3. DESCRIPTION OF TASKS	5
1.3.1. Approach	5
1.3.2. Tasks	6
1.3.3. Organisation of the work	7
1.4. DESCRIPTION OF DELIVERABLES.....	8
1.5. OPTIONAL PHASE.....	9
2 THE CONTRACT	10
2.1 THE NATURE OF THE CONTRACT	10
2.2 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS	10
2.3 PLACE OF PERFORMANCE	10
2.4 TERMS OF PAYMENT	10
2.5 GUARANTEES.....	11
2.6 LIABILITY	11
2.6.2 Joint Offers	11
2.6.3 Subcontracting	11
2.7 DATA PROTECTION.....	11
3.1 PREPARATION AND SUBMISSION OF THE TENDER	11
3.1.1 Preparation of the tender	11
3.1.2 Submission of the tender	11
3.2 CONTACT BETWEEN THE TENDERER AND THE AGENCY	11
3.3 OPENING OF THE TENDERS.....	11
3.4 EVALUATION OF THE TENDERS	11
3.5 AWARD OF THE CONTRACT.....	11
4 ANNEXES	11
4.1 TECHNICAL DOCUMENTATION	11
4.2 CONTRACTUAL DOCUMENTATION	11
4.2.1. Model Service Contract	11
4.3 PROCUREMENT DOCUMENTATION	11
4.3.1. Eligibility documentation	11
SUBCONTRACTOR / LETTER OF INTENT	11
POWER OF ATTORNEY.....	11
4.3.2 Exclusion criteria documentation	11
4.3.3. Selection criteria documentation	11
PROJECT REFERENCE FORM	11
EUROPEAN CURRICULUM VITAE FORMAT	11
4.3.4. Award criteria documentation	11
4.3.5 Checklist of documents to be submitted	11

1. THE SERVICES/SUPPLIES (TECHNICAL SPECIFICATIONS)

1.1. BACKGROUND AND OBJECTIVES

1.1.1. Background

The European Chemicals Agency is seeking to commission a stated preference *study to examine the economic value of benefits of avoiding selected adverse human health outcomes due to exposure to chemicals in the European Union (EU)*. Stated preference studies are a direct survey approach to estimating the monetary value of benefits as given by the Willingness To Pay (WTP) for changes in the provision of non-market goods and services¹. In the context of the REACH Regulation, as part of the socio-economic analysis, the WTP approach to benefits estimation can be used in the valuation of health and environmental impacts of chemicals. The valuation of impacts can be an integral part of restriction proposals or authorisation applications prepared as per the requirements of respectively Title VIII: Restriction² and Title VII: Authorisation of the REACH Regulation.

With respect to REACH restrictions, for example, the WTP approach can be used in the valuation of human health benefits related to the change in manufacturing, placing on the market and use of substances, mixtures and articles in order to compare the socio-economic benefits of the proposed restriction to its net costs to society. In authorisation applications, the WTP approach can be used to value health impacts of the reduced risks resulting from a transition to a safer alternative or due to an authorisation not being granted for a substance of very high concern (SVHC) included in Annex XIV.

ECHA wishes to facilitate the preparation of a socio-economic analysis in applications for authorization and restriction proposals by developing pre-established robust WTP estimates of the value of selected health outcomes. Such values can contribute to improved quality, consistency and proportionality of the applications and proposals. Other approaches used to estimate human health impacts are Cost of Illness (COI), Quality Adjusted Life Year (QALY) and Disability Adjusted Life Year (DALY).

The restriction and authorisation application processes are explained in detail on the ECHA website (<http://echa.europa.eu/>) and the following guidance documents: *Guidance for the preparation of an Annex XV dossier for restrictions* and *Guidance on the preparation of an application for authorisation*. The application of socio-economic analysis in the two REACH processes is described on the following webpage: http://echa.europa.eu/reach/sea_en.asp, which also contains links to the guidance documents on socio-economic analysis. The webpage also contains a link to the proceedings of the workshop and associated report on *Health and environmental impacts in the context of socio-economic analysis under REACH*, which contains relevant background information for this study.

¹ Although Willingness to Accept is also a relevant measure for the valuation of benefits, this study intends to focus on Willingness to Pay.

² Title VIII: Restriction on the manufacturing, placing on the market and use of certain dangerous substances, preparations and articles

1.1.2. Objective

The study aims to address the current gaps regarding the monetary value of health impacts of chemicals. The objective is to survey and estimate people's Willingness to Pay for avoiding selected adverse human health outcomes due to exposure to chemicals in the European Union. The survey could consist of a contingent valuation and/or choice experiment questionnaire, with complementary choice cards and information aids.

The study should obtain representative (average) EU-wide benefit estimate reference values that the Agency, Member States or applicants for authorisation can use when carrying out socio-economic analyses or health impact assessments in the context of regulating chemicals. The reference values, expressed in WTP to avoid health effects of exposure to chemicals, need to be established for a selection of the most relevant health outcomes related to the following toxicological endpoints (see Table 1):

Table 1 Five relevant toxicological endpoints and examples of health outcomes

Toxicological endpoint	Related health outcome that could or have been observed in humans	Remarks
Carcinogenicity	<u>For example: Lung cancer, breast cancer, prostate cancer, which require treatment e.g. with chemotherapeutics and/or surgical operation and may be fatal.</u>	To be included mainly for benchmarking purposes.
Sensitisation	<u>For example: Skin sensitisation (eczema, dermatitis), respiratory sensitisation</u>	Skin sensitisation leads to an acute or chronic discomfort and often prevents continuation of the work task, which often leads to change of job. It may also require medication and can be an esthetical "damage". Nickel allergy is one example.
Repeated dose toxicity	<u>For example: Mild: (Transient) effect on blood parameters or haematology, leading to no apparent clinical signs, no disease, but could lead to diffuse symptoms such as headache.</u> <u>For example: Severe: Organ damage, e.g. Functional failure of kidney or liver, damage of peripheral nerves or central nervous system, pulmonary insufficiency, asthma</u>	Severe organ damage usually would compromise the wellbeing permanently, require treatment and/or may lead to shorter life expectancy

Effects on fertility	<u>Typical: Lower fertility</u> , i.e. lower chance of getting pregnant (and/or longer time to pregnancy)	Lower/compromised fertility in male or female may be due to e.g. lower sperm count, lower motility of sperm, changes in estrous cycling, changes in hormone levels, or changes in sexual behaviour; even spontaneous abortions.
Developmental toxicity	<u>Typical: Malformations in newborn</u> , that may need surgery and/or compromise the wellbeing of the individual for the rest of his/her life	

1.2. DESCRIPTION OF RESOURCES

A multidisciplinary team, with highly qualified and experienced individuals will be needed for the execution of the contract. The Tenderer shall provide detailed information about the team that will be involved in the delivery of the contract. This should include: expert level (position), educational and professional background, as well as representative past assignments which show capability to undertake the present study. The team will preferably consist of experts in the following fields:

- Valuation techniques, including survey design and implementation, as well as synthesis and analysis of survey data;
- Health economics and socio-economic assessment relevant for the regulatory management of chemicals;
- Medical experts (physicians);
- Public health experts.

The Tenderer's team will also preferably have:

- Expertise in the field of drafting reports, surveying techniques, collection of data, statistical editing, quantitative analyses, conducting data analysis and drafting recommendations; and
- Knowledge and understanding of the policies and legislative developments in the field of chemicals within and outside the EU.

1.3. DESCRIPTION OF TASKS

1.3.1. Approach

The Contractor is expected to conduct a stated preference study to assess the WTP to avoid selected adverse human health outcomes due to exposure to chemicals. Given that the reference values should be established as averages being representative for all EU citizens, it would be desirable to carry out the collection of data in at least three EU (or EEA) Member States (low, medium, and high income). The estimated WTP values need to be compared to the results of past valuation work of similar health outcomes, where these exists (e.g., other stated preference, revealed preference or benefit transfer studies).

In the proposal, the Tenderer shall indicate clearly the methodology that will be applied for the delivery of the tasks, as well as provide a rationale for the proposed approach. In particular the Tenderer is requested to provide a draft of the survey instrument (including proposals for questions to be asked) indicating which related health outcomes are to be covered given the proposed methodology and within the specified budget. These health outcomes need to be linked to each toxicological endpoint described in Table 1. Each toxicological endpoint needs to be represented with at least one question addressing a relevant, realistic and appropriately described health outcome. Addressing additional health outcomes for one or more of the toxicological endpoints is an asset. The precise selection of the health outcomes and the exact wording of the related questions will be finalised in close cooperation with the Agency, once the contract has been awarded. The Tenderer is however requested to indicate why they have proposed the specific health outcomes and the corresponding questions.

The Tenderer is requested to describe the theoretical methodology for the estimation of the WTP and specifically, how the study will be carried out in practice. It may also be useful to specify the Member States in which the study is proposed to be carried out. The sampling technique, the sample size, use of focus groups, administration of the survey, including a target response rate and a strategy how to achieve it need to be specified in the tender with a reasonable accuracy. The proposal should also describe the type of information (e.g., socio-economic characteristics) that needs to be collected in the survey to enable the estimation of the WTP values for the health outcome and to allow local factors to be taken into account in using the WTP values.

The Tenderer shall describe the methods that will be considered and some of the challenges of developing (average) EU-wide WTP values based on the study results.

Furthermore, the Tenderer needs to propose a focused literature review to determine what values have been established for DALY, QALY and WTP that can be used as reference values in the context of the REACH Regulation. The Tenderer should describe how this will be included in this study.

1.3.2. Tasks

The Tenderer is requested to give a proposed work plan that details the tasks and associated timelines that would be needed to fulfil the objective of the assignment.

It is anticipated that the following tasks would be carried out:

- 1) Review of existing WTP values – and as relevant the DALY or QALY weights – for health outcomes as summarized in Table 1. The aim of this task is to avoid repetition of past work which could be used in the valuation of health benefits for the purpose of REACH.
- 2) Selection, in close cooperation with ECHA, of relevant human health outcomes related to the five REACH toxicological endpoints (listed in Table 1).;
- 3) Confirmation of the survey method, e.g., mail-in, face-to-face, telephone or internet based survey instrument, and selection of a representative EU population sample (based on the Tenderer's proposed methodology). The key objective in the sampling strategy should be to obtain robust (average) EU-wide values, while accounting for affordability and representativeness. Clarification

- what, if any, permissions need to be obtained for the execution of the survey in the selected Member States;
- 4) Design of survey instrument (e.g., an online or paper-based questionnaire) and the valuation scenario. In addition, to the specific questions related to the assessment of the WTP to avoid specific health outcomes, the Contractor should also include the following type of questions:
 - a. questions to test the sensitivity of the WTP to various demographic and socio-economic factors (e.g., age, gender, income, education, family status, with or without children or expecting, etc.); and
 - b. questions for self-appraisal of respondents health to assess differences in WTP depending on the perceived health status;³
 - 5) Test of survey instrument and redesign, if necessary;
 - 6) Execution of main survey (in at least three Member States);
 - 7) Survey data coding / synthesis ;
 - 8) Analysis and reporting of survey results, including:
 - a. validity and, if necessary, reliability testing and scope sensitivity/embedding of health outcomes;
 - b. testing of the sensitivity of the WTP to potentially:
 - i. Different socio-economic characteristics (e.g., income levels, education, etc.). Clear demonstration that the data has been analysed for representativeness – with comparison to an external source (e.g., Census or other);
 - ii. Other factors deemed important for the assessment of the WTP at EU level.
 - 9) Development of a (possibly weighted) average EU-wide values for each health-related outcome. Conclusion on whether the (average) EU-wide values, developed based on the study results, can be used for the purpose of REACH restriction proposals and authorisation applications.
 - 10) Comparison of the study results with results of past valuation studies, including linkages to the WTP weights in the DALY and QALY for the same health outcomes (see Table 1). The aim is to rank the WTP values for health outcomes and to determine if the ranking is similar to the ranking of the QALY/DALY for the same health outcomes.

The Tenderer shall provide in the proposal a clear work plan, including detailed description of the proposed tasks to deliver the study.

1.3.3. Organisation of the work

The Contractor is expected to work in close cooperation with the ECHA Project Manager throughout the contract.

The Contractor shall attend and/or organise meetings with the ECHA Project Team and other relevant parties to discuss methodological and organisational issues related to the contract implementation. At a minimum, the following face-to-face meetings are foreseen in ECHA's premises in Helsinki, Finland (see Table 2). In addition quarterly reporting shall be given in teleconferences organised by the Tenderer.

³ For example, see: The EuroQoL Group. EuroQoL. A new facility for the measurement of health-related quality of life. *Health Policy* 1990, 16(3): 199–208; Rabin R & de Charro F. EQ-5D: A measure of health status from the EuroQol Group. *Annual Medicine* 2001, 33: 337–343; Burström K, Johannesson M & Diderichsen F. Swedish population health-related quality of life results using EQ-5D. *Quality of Life Research* 2001, 10(7): 621–635.

Table 2 Meetings foreseen during the contract

Meeting	Purpose of the meeting	Possible attendees
Kick-off meeting	Discussion of work plan; select health outcomes relevant to the five toxicological endpoints to be investigated	Contractor ECHA project team
Survey test review (Mid-term review)	Discussion of the survey test results and potential need for redesign of the survey instrument. Review of progress to-date.	Contractor ECHA project team
Presentation of end results	Discussion of the study results and peer review	Contractor ECHA project team invited experts

The Tenderer shall provide in the proposal a clear description of the organisation of the work.

Any expenditures associated with the execution of the contract, including the Contractor's participation in the scheduled meetings, must be included in the price of the contract. ECHA will be responsible for any expenditures associated with the participation of the ECHA project team in any required meetings, as well as the participation of any invited experts to the Contractor's presentation of the study end results.

1.4. DESCRIPTION OF DELIVERABLES

Table 3 lists the likely deliverables of the assignment:

Table 3 Foreseen deliverables for the contract

Deliverables
1. Further elaborated work plan and proposed agenda for the kick-off meeting
2. Refined draft list of selected health outcomes associated with the five toxicological endpoints and rationale for their selection
3. Further elaborated draft survey instrument and a further developed study methodology
4. Analysis of the results of the test of the survey instrument. Test survey data and results. Redesigned survey instrument (if needed)
5. Response rate report per Member State of the main survey and analysis of non-response
6. Draft report containing synthesis and analysis of study results, as well as technical files containing the survey data and the results of the study
7. Final report and technical annexes, which takes into account the Agency's comments. The final report should contain an executive summary written in plain English
8. Quarterly written progress reports, containing progress on key activities, project risks and issues and how they are being managed, as well as resources employed to date
9. Written record of meetings, delivered within one week of the meetings

The Tenderer is requested to finalise the list of deliverables and include the respective delivery dates, which are consistent with the work plan.

All communication during the execution of the contract will be made in English. Reports have to be provided electronically in the appropriate format (e.g. Word, Excel, or other format explicitly agreed upon with the Contractor at the award of the contract) and written in clear English.

1.5. OPTIONAL PHASE

Upon the successful completion of the study, the Agency may choose to repeat the study for about the same number but different health outcomes. Also health outcomes related to additional toxicological endpoints may be considered in this study. This optional study will follow the same methodology, tasks, and deliverables as described in Sections 1.3 – 1.4.

2 THE CONTRACT

2.1 THE NATURE OF THE CONTRACT

Willingness to pay (WTP) to avoid selected adverse human health outcomes due to exposure to chemicals – direct contract

2.2 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The contract shall enter into force on the date on which it is signed by the last contracting party. The indicative date for signing the contract is the fourth quarter of 2011. The contract will run for a period of 24 months.

The Optional Phase, if requested by the Agency, will start upon the successful completion of the study. The Optional Phase will only commence after the expressed written authorisation of the Agency but no later than 12 months after the last deliverable of the study has been accepted by the Agency. The Optional Phase shall be completed within the maximum period of 18 months.

The execution of the tasks may not start before the contract has been signed. The period of execution of the tasks may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the contract.

2.3 PLACE OF PERFORMANCE

The place of performance of the tasks shall be the Contractor's premises or any other place indicated in the tender.

2.4 TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.3, I.4 & II.4 of the draft service contract (Annex).

The payment scheme for the Study will consist of 2 interim payments:

- 10% of the contract price upon acceptance by ECHA of Deliverable 3: Further elaborated draft survey instrument and a further developed study methodology (Deliverables 1 and 2 are assumed to be completed before Deliverable 3) and
- 30% of the contract price upon acceptance by ECHA of Deliverable 4: Analysis of the results of the test of the survey instrument. Test survey data and results. Redesigned survey instrument (if needed).

The balance will be paid against an invoice and the approved remaining deliverables (see Section 1.4).

The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles I.4, II.4, II.5 and II.7 and in Annex I to the draft service contract referred to above.

In the event the Optional Phase is requested by the Agency, its payment scheme will also consist of 2 interim payments:

- 10% of the contract price for the Optional Phase upon acceptance by ECHA of Deliverable 3: Further elaborated draft survey instrument and a further developed study methodology (Deliverables 1 and 2 are assumed to be completed before Deliverable 3) and
- 30% of the contract price for the Optional Phase upon acceptance by ECHA of Deliverable 4: Analysis of the results of the test of the survey instrument. Test survey data and results. Redesigned survey instrument (if needed).

The balance will be paid against an invoice and the approved remaining deliverables (see Section 1.4).

2.5 GUARANTEES

N/A

2.6 LIABILITY

2.6.2 *Joint Offers*

Partners in a joint offer assume joint and several liability towards the Agency for the performance of the contract as a whole.

Statements saying, for instance:

- that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest, or
- that more than one contract should be signed if the joint offer is successful

are thus incompatible with the principle of joint and several liability. The Agency will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tendering specifications.

2.6.3 *Subcontracting*

Certain tasks provided for in the contract may be entrusted to subcontractors, but the main contractor retains full liability towards the Agency for performance of the contract as a whole. Accordingly:

- the Agency will treat all contractual matters (e.g. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;
- under no circumstances can the main contractor avoid liability towards the Agency on the grounds that the subcontractor is at fault.

During execution of the contract, the contractor will need the Agency's express authorisation to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original offer.

Tenderers must inform the subcontractor(s) and include in their subcontracting documents that Article II.17 of the contract may be applied to sub-contractors.

Once the contract has been signed, Article II.13 of the above-mentioned contract shall govern the subcontracting.

2.7 DATA PROTECTION

Any response to the invitation to tender will require the recording and further processing of personal data (name, address, CV, for example). This data will be processed in accordance with the requirements of Regulation (EC) 45/2001 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. Except if mentioned otherwise, replies to questions and personal data are necessary for the purpose of assessing a tender according to the specifications of the invitation to tender and will only be processed by the Agency's Data Controller for this purpose. A tenderer may, upon request, obtain the communication of personal data and rectify any inaccurate or incomplete personal data. Any queries concerning the processing of personal data should be addressed to by the Agency's Data Controller. As regards to the processing of personal data, a tenderer has the right to recourse at any time to the European Data Protection Supervisor.

3. THE PROCUREMENT PROCEDURE

3.1 PREPARATION AND SUBMISSION OF THE TENDER

3.1.1 Preparation of the tender

3.1.1.1 General

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.).

Tenders must be written in one of the official languages of the European Union.

Tenders must include the following information:

- all the information and documents requested by the Agency in order to assess the tender;
- the price in euros;
- one specimen signature of an authorised agent (preferably in blue ink) on the legal entity form⁴, and a statement from the same agent confirming the validity of the tender;
- the name and contact details of a contact person in relation to the submission of the bid.

If this is not included, the tender may be excluded from the procedure for the award of the contract.

Since tenderers will be judged on the content of their written bids, these must make it clear that they are able to meet the requirements of the specifications.

3.1.1.2 Content of the tender

3.1.1.2.1 Section One: Administrative proposal

Eligibility documentation

The competition is open to any physical person or legal entity coming from countries within the EU and any other physical person or legal entity from a third country that has concluded with the Communities a specific agreement in the area of public contracts, under the conditions provided for in that agreement.

In practice, the participation of applicants from third countries that have concluded a bilateral or multilateral agreement with the Communities in the area of public contracts must be allowed, under the conditions provided for in that agreement.

To identify himself the tenderer must fill in a Legal Entity Form and a Financial Identification Form:

⁴ See section 4.3.1.

The **Legal Entity Form**⁵ is to be signed by a representative of the tenderer authorised to sign contracts with third parties.

The **Financial identification**⁶ form shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker.

The above forms must be accompanied by the evidence as indicated at the bottom of each form.

Both joint offers and subcontracting are allowed in response to this call for tenders. Offers may even combine both approaches. In any case, the tender documents must specify very clearly by means of the appropriate forms, detailed hereafter, whether each company involved in the tender is acting as a partner in a joint offer or as a subcontractor (this also applies where the various companies involved belong to the same group, or even where one is the parent company of the others).

All tenderers must provide their legal entity form as well as the evidence indicated at the bottom of that form.

Subcontractors are only obliged to provide the legal entity form without the evidence, and are not required to present the financial identification form.

In case of a joint offer, only the co-ordinator must return the financial identification form.

In case of a tenderer submitting a joint offer who has already set up a consortium or similar entity for conducting the project in case a contract will be awarded, the tenderer should mention this fact in the tender, together with any other relevant information in this connection.

In case of tenderers submitting a joint offer who have not yet set up a consortium or similar entity, the tenderers should be aware that, in case the tenderers are awarded the contract, the Agency may require the tenderer to give a formal status to this collaboration before the contract is signed. This can take the form of:

- an entity with legal personality recognized by a Member State; or
- an entity without legal personality but offering sufficient protection of the Agency's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

In case of tenderers submitting a joint offer, the tenderers are asked to fill in and duly sign one of the attached **powers of attorney**⁷, depending on the set up that has been chosen by the tenderers.

⁵ This form is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

⁶ The form is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

If the tenderer envisages subcontracting, the tender must include:

- a **document**⁸ clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent**⁹ by each proposed subcontractor stating its intention to collaborate with the tenderer if the tenderer wins the contract and their willingness to accept the tasks and the terms and conditions set out above, in particular article II.17 of the draft service contract.

Exclusion criteria documentation

Tenderers or their representatives shall provide a **declaration on their honour**¹⁰, duly signed and dated in which they:

- state whether or not they are in one or more of the situations referred to in Articles 93 and 94 of the Financial Regulation and detailed in the form;
- undertake to submit to the Agency any additional document relating to the exclusion criteria, that the Agency considers necessary to perform its checks, within seven calendar days following the receipt of the Agency's request.

Where the bid constitutes a joint offer, each entity must provide the form. Where the total amount envisaged for subcontracting is above 50% of the total contract value, the potential subcontractor(s) must also provide the form (as required from the potential contractor). The same applies regarding the requirement to present evidence of compliance with the exclusion criteria.

By returning the above-mentioned form, duly signed, tenderers confirm that they have been notified of the following points.

Administrative or financial penalties may be imposed by the Agency on tenderers who are in one of the cases of exclusion provided for in Articles 93 and 94 of the Financial Regulation after they have been given the opportunity to present their observations.

These penalties are detailed in Article 96 of the Financial Regulation and Articles 133a and 134b of the Regulation laying down the rules for the implementation of the Financial Regulation.

Selection criteria documentation

General

⁷ See Section 4.3.1

⁸ To be provided in free format

⁹ See Section 4.3.1.

¹⁰ See Section 4.3.2.

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid. It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification. The evidence for the selection criteria shall be assessed in the second stage of the evaluation of the tenders¹¹.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

In addition, all tenderers are informed that they may be asked to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a professional or trade register or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

In case of joint offer or sub-contracting, the tenderer(s) must stipulate the role, qualifications and experience of each service provider and, where relevant, the monitoring arrangements that exist between them.

In case of joint offer, or sub-contracting for which the total amount envisaged is above 30% of the total contract value, evidence of the ability of the entity involved in the joint offer or the potential subcontractor(s) to perform the tasks entrusted to him/them shall be included in the offer. Such evidence is the same as that also required from the tenderer, as described and identified above.

Evidence of the economic and financial capacity of the service provider(s)

This proof is to be provided by submitting the completed Financial and Economic Capacity Overview Form¹², as well as a full copy of the tenderer's annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last three years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be certified by the tenderer.

If, for some exceptional reason which the Agency considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Agency considers appropriate. In any case, the Agency must at least be notified of the exceptional reason and its justification in the tender. The Agency reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

¹¹ See Section 4.3.3.

¹² See Section 4.3.3

All tenderers must provide proof of their economic and financial capacity. If several service providers are involved in the bid, each of them, in principle, must have and show that they have the necessary economic and financial capacity to perform the tasks assigned to them in the tender. The same applies to subcontractors whose tasks are equal to or exceed 30% of the contract.

Evidence of the technical and professional capacity of the service provider(s)

The ability of service providers to perform services will be assessed in particular with regard to their know-how, efficiency, experience and reliability.

By submitting a tender, each legal entity involved therein accepts the possibility of a check being carried out by the Agency on its technical capacities.

Evidence of the technical and professional capacity of the providers involved in the tender must be furnished on the basis of the following documents:

a) Evidence for selection criterion 2.1: Expertise and qualifications

CV's (preferably in Europass format – see Section 4.3.3) of staff of the Tenderer's organisation who possess the following qualifications:

- 1) Educational background - At least 4 experts with a Master's degree in Economics, Public health, Environment or Medicine;
- 2) Language requirements – At least 4 experts with knowledge of written and spoken English at C1 level or higher in the Common European Framework of Reference for languages¹³

b) Evidence for selection criterion 2.2: Previous relevant projects

Project reference form¹⁴ for at least two similar studies (in terms of subject¹⁵) executed by any of the team members jointly or separately in the last 15 years, with the value, dates and places. The Agency shall be authorised to contact the indicated person to verify the reference.

3.1.1.2.2. Section Two: Technical proposal

Qualitative award criteria documentation

Please note that, to grant equal treatment of all tenders, it is not possible to modify offers after their submission in relation to the technical and financial proposals. As a consequence, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Please note also, that

¹³ See Section 4.3.3 "European levels- self assessment grid"

¹⁴ Project reference form to be used (See section 4.3.3.)

¹⁵ Relevance in terms of subject is coverage of the tasks mentioned under Section 1.3

proposals deviating from the technical specifications may be rejected for non-conformity.

The technical specifications and the tenderer's bid shall be integral parts of the contract and will constitute annexes to the contract.

The assessment will be performed by applying the award criteria mentioned below:

Assessment basis for award criterion AW1: Overall understanding of the study to be performed and appropriateness of the Tenderer's proposed methodology

The assessment basis for this award criterion is the Tenderer's proposal (20 points).

Assessment basis for award criterion AW2: Quality of the technical proposal

The assessment basis for this award criterion is the Tenderer's proposal (30 points).

Assessment basis for award criterion AW3: Composition of the proposed team

The assessment basis for this award criterion is the Tenderer's proposal (30 points).

Assessment basis for award criterion AW4: Scope of proposed survey

The assessment basis for this award criterion is the Tenderer's proposal (20 points).

3.1.1.2.3. Section Three: Financial proposal

Financial award criteria documentation

Tenderers must use the financial form¹⁶ to formulate their financial proposal.

The tenderers attention is drawn to the following points:

□ prices must be expressed in euros;

- Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to the Agency by the governments of the Member States, either through refunds upon

¹⁶ See section 4.3.4.

presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderers responsibility to contact his national authorities to clarify the way in which the European Community is exempt from VAT;

- Prices shall not be conditional and be directly applicable by following the technical specifications.
- Prices shall be fixed and not subject to revision. All tenders must contain all the information and all the supporting documents required by these specifications. In the absence of the required information or documents, the Agency may disqualify the bid. The Agency reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

3.1.1.3 Form of the tender

The tender must be submitted under double sealed cover.

The outer envelope should bear the address as mentioned below.

The inner envelope should be addressed to the Finance Unit R1 and marked "*Invitation to tender No ECHA/2011/123 and "Not to be opened by the internal mail service"*". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape. The inner envelope must also contain three sealed envelopes, one containing the administrative proposal, the second the technical proposal and the third the financial bid. Each of these envelopes must clearly indicate the content. The administrative proposal, the technical proposal and the financial bid must be submitted, in duplicate (one set of originals and one set of copies) and a third set in electronic format (on CD ROM).

3.1.2 Submission of the tender

3.1.2.1 General terms and conditions for submission

Submission of a tender implies that the Contractor accepts all the terms and conditions set out in these specifications (including the annexes) and waives all other terms of business.

Submission of a tender binds the Contractor to whom the contract is awarded during performance of the contract.

The tenderer's bid, in conjunction with the technical specifications, shall be an integral part of the contract and will constitute annexes to the contract.

Once the Agency has accepted the tender, it shall become the property of the Agency and the Agency shall treat it confidentially.

The Agency shall not reimburse expenses incurred in preparing and submitting tenders.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

The offer must remain valid for a period of 6 months following the final date for submitting tenders (see below). During this period, tenderers must maintain all the conditions of their bids.

The tendering procedure shall not involve the Agency in any obligation to award the contract.

Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure. This decision must be substantiated and the tenderers notified.

No compensation may be claimed by tenderers whose tender has not been accepted, including when the Agency decides not to award the contract.

3.1.2.2 Requirements for submission

Tenders may be:

- a) either sent by registered mail, posted no later than 5 September 2011 (date as postmark); to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2011/123
Finance Unit R1
PO Box 400
Annankatu 18
00121 Helsinki
Finland*

- b) or sent by courier services, no later than 5 September 2011 (date of deposit slip), to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2011/123
Finance Unit R1
Annankatu 18
00120 Helsinki
Finland*

- c) or delivered by hand, in person or by an authorised representative no later than 16:00 hours Helsinki time on 5 September 2011, (date of

acknowledgement of receipt by the Agency) to the address mentioned above.

Tenderers shall observe precisely the above indications in order that tenders reach their specified destination in due time.

Evidence of timely submission by post or courier service will be constituted by the date of the postmark or the date of the deposit slip. In the case of hand-delivery, the signed and dated receipt will serve as evidence.

Late delivery will lead to the exclusion of the tender from the award procedure for this contract. Offers sent by e-mail or by fax will also be non admissible. Envelopes found open at the opening session will also lead to non admissibility of the tender. Consequently, tenderers must ensure that their bids are packed in such a way as to prevent any accidental opening during its mailing.

3.2 CONTACT BETWEEN THE TENDERER AND THE AGENCY

In principle, no contact is permitted between the Agency and the tenderers during the contract award procedure:

However, in exceptional circumstances contact may be made on the tenderers' initiative before the final date for the receipt of bids, in order (and only for this reason) to clarify the nature of the contract.

Such requests for further information may be made only in writing with the subject indication, « *ECHA/2011/123* » to the following e-mail address:

<i>procurement@echa.europa.eu</i>

The Agency is not bound to reply to requests for additional information made less than five working days before the deadline for submission of tenders.

Insofar as it has been requested in good time, the questions raised and the additional information provided by the Agency will be published on the website at:

http://echa.europa.eu/opportunities/procurement_en.asp

All tenderers are advised to take note of the fact that no additional information will be sent (neither by post nor by e-mail) regarding new information that has become available. Therefore, all tenderers are kindly requested to visit the above-mentioned website frequently prior to submitting bids.

Similarly, contact may in exceptional circumstances be made on the Agency's initiative:

- before the final date for the receipt of bids, in order to inform interested parties of an error, a lack of precision, an omission or any other material shortcoming in the drawing up of the documents of the invitation to tender;

- or, after the opening of bids, where a bid requires clarification or in order to correct material errors made in drawing up a bid.

Please note that in any event such contact may not result in a modification of the terms of the bid. In case the Agency deems it appropriate to provide additional information it will be published on the website mentioned above.

3.3 OPENING OF THE TENDERS

Tenders will be opened at 10:00 on 12 September 2011 at the following location:

<p style="text-align: center;"><i>Office address: European Chemicals Agency (ECHA) Annankatu 18 00120 Helsinki Finland</i></p>
--

A representative of each tenderer may attend the opening of the bids. Tenderers wishing to attend are requested to notify their intention by sending an e-mail at least 2 working days in advance to the above-mentioned e-mail address. This notification must be signed by an authorised representative of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

3.4 EVALUATION OF THE TENDERS

The evaluation will be based on each tenderer's bid. In addition, the Agency reserves the right to use any other information from public or specialist sources.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three successive stages.

Only bids meeting the requirements of one stage will be examined in the next stage.

The aim of each of these stages is:

1. to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;
2. to check, in the second stage (selection criteria), the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage;
3. to evaluate on the basis of the award criteria the technical and financial tenders and establish a ranking list, by order of merit, of all tenders having passed the exclusion and selection stages, as well as the quality thresholds set for the evaluation of the award criteria.

Stage 1 – application of exclusion criteria

In accordance with Articles 93 and 94 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the exclusion criteria form¹⁷.

Furthermore, contracts may not be awarded to tenderers who, during the procurement procedure are subject to a conflict of interest (criteria g) or 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 (criteria h) or fall into one of the situations as specified under criteria a) to f).

Stage 2 - application of selection criteria

These criteria will be assessed on the basis of the documents indicated¹⁸.

<u>SELECTION CRITERIA</u>
1. FINANCIAL AND ECONOMIC CAPACITY
1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract, in terms of a minimum average annual turnover (or expenditure for public institutions) of at least € 300.000 over the last three years.
2. TECHNICAL AND PROFESSIONAL CAPACITY
2.1. Expertise and qualifications: The ability to provide the necessary human and technical resources to perform any aspect of the technical specifications within the required time scale according to the expert profiles in Section 3.1.1.2.1 “Selection Criteria Documentation”.
2.2. Previous relevant projects: At least two similar studies (in terms of subject ¹⁹) executed by any of the team members jointly or separately in the last 15 years, with the value, dates and places.

A consolidated assessment shall be made for joint offers (all members of the consortium together) and in case of subcontracting (tenderer plus subcontractor) to the extent that those entities put their resources at the disposal of the tenderer for the performance of the contract, as evidenced by a clear undertaking on the part of those entities.

Stage 3 - application of award criteria

The contract will be awarded to the most cost-effective tender. The following award criteria will be applied:

¹⁷ See section 4.3.2.

¹⁸ See section 3.1.1.2.1

¹⁹ Relevance in terms of subject is coverage of the tasks mentioned under Section 1.3

No	Qualitative award criteria	Weighting (maximum points)
AW1	<p><u>Overall understanding of the study to be performed and appropriateness of the Tenderer's proposed methodology</u></p> <p>This criterion assesses the ability of the Tenderer to understand the project issues and to make a valid proposal for implementation.</p>	20
AW2	<p><u>Quality of the technical proposal</u></p> <p>This criterion assesses: the concept and structure of the technical proposal; the readability and completeness of the technical proposal; and logic and completeness of the proposed work plan, including the justification for the proposed tasks and foreseen timelines and the number of responses to be collected with the survey instrument.</p>	30
AW3	<p><u>Composition of the proposed team</u></p> <p>This criterion assesses the organisational set-up and composition of the team of experts that will implement the contract under the conditions of this call for tenders. (See Section 1.2)</p>	30
AW4	<p><u>Scope of the proposed survey</u></p> <p>This criterion assesses the total number of health outcomes to be addressed in the study.</p>	20
Total number of points		100

The selected tender is assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

Tenders scoring less than 60% in the overall points total or less than 50% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.

Award criterion	
	Total price = Study price + Optional Phase price

Tenders presenting a total price superior to the maximum amount of €240,000 for the Study and €100,000 for the Optioná Phase will be excluded from the rest of the assessment procedure.

The contract will be awarded to the tender which is the most cost-effective (offers the best value for money) on the basis of the ratio between the total points scored and the price.

Final Evaluation	
Total points	<i>Total Quality Points/Price</i>

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressively covered by the tender, the Agency may decide to give a zero mark for the relevant qualitative award criteria.

3.5 AWARD OF THE CONTRACT

The Agency will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to cancel the procedure.

If a written request is received from any non successful tenderer, the Agency will inform the tenderer of the reasons for their lack of success and of the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

The procurement procedure may be concluded by a contract signed by the parties. In this case, the General Terms and Conditions applicable to service contracts referred to below shall apply.

After the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

The Agency shall not sign the contract with the successful tenderer until a standstill period of 14 calendar days has elapsed, running from the day after the simultaneous dispatch of the notification letters to the tenderers informing them of the award decision.

During the standstill period, the Agency will request the tenderer proposed for award to provide the evidence on exclusion criteria defined in Articles 93 and 94 of the Financial Regulation. If this evidence was not provided or proved to be unsatisfactory, the Agency reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

The tenderer to whom the contract is to be awarded shall provide, within the 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the following evidence confirming the declaration of honour:

- 1 The Agency shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
- 2 The Agency shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State.
- 3 Where the document or certificate referred to in paragraph 1 and 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 93 of the Financial Regulation, 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.
- 4 Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, and 3 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer or tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever the Agency requests it.
- 5 Where they have doubts as to whether tenderers are in one of the situations of exclusion, the Agency may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.

- 6 The Agency may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Agency in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Agency services to check this evidence.

4 ANNEXES

4.1 TECHNICAL DOCUMENTATION

Not applicable

4.2 CONTRACTUAL DOCUMENTATION

4.2.1. Model Service Contract

SERVICE CONTRACT ECHA/2011/123

The European Chemicals Agency (hereinafter referred to as "the Agency"), which is represented for the purposes of the signature of this Contract by Mr Jack de Bruijn, Director of Risk Management,

of the one part,

and

[official name in full]

[official legal form]²⁰

[statutory registration number]²¹

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"²²), [represented for the purposes of the signature of this contract by [forename, surname and function,]]

of the other part,

HAVE AGREED

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

Annex I – Tender Specifications (Invitation to Tender No ECHA/2011/123)

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

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

²⁰ Delete if contractor is a natural person or a body governed by public law.

²¹ Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

²² 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 the Agency for the performance of this contract".

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

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

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1. The subject of the Contract is the elaboration of a stated preference study to examine the willingness to pay (WTP) to avoid selected adverse human health outcomes due to exposure to chemicals in the European Union (EU).
- I.1.2. The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

ARTICLE I.2 - DURATION

- I.2.1. The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2. Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3. The duration of the tasks of the Study shall not exceed **24 months**. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.
- I.2.4. The Optional Phase, if requested by the Agency, will start upon the successful completion of the Study. The Optional Phase will only commence after the expressed written authorisation of the Agency but no later than 12 months after the last deliverable of the Study has been accepted by the Agency. The Optional Phase shall be completed within the maximum period of **18 months**.

ARTICLE I.3 – CONTRACT PRICE

- [I.3.1.] The maximum total amount to be paid by the Agency for the Study shall be EUR XXX XXX (xxxxxxxx xxxxxxxxxxx) covering all tasks executed.
- [I.3.2.] The maximum total amount to be paid by the Agency for the Optional Phase, if requested, shall be EUR XXX XXX (xxxxxxx xxxxxx xxxxxxxx) covering all tasks executed.
- [I.3.3.] The total amount referred to in the above paragraphs shall be fixed and not subject to revision for the entire period of duration of the Contract.

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES²³

²³ The insertion of pre-financing and interim payment clauses is optional but there must always be provision for payment of the balance.

[I.4.1] 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. Within thirty days of the date on which the admissible request for payment is received, the Agency shall make the payment corresponding to the relevant invoices.

[I.4.2] Interim payments:

The payment scheme for the Study will consist of 2 interim payments:

- 10% of the contract price upon acceptance by ECHA of Deliverable 3: Further elaborated draft survey instrument and a further developed study methodology (Deliverables 1 and 2 are assumed to be completed before Deliverable 3) and
- 30% of the contract price upon acceptance by ECHA of Deliverable 4: Analysis of the results of the test of the survey instrument. Test survey data and results. Redesigned survey instrument (if needed).

In the event the Optional Phase is requested by the Agency, the payment scheme will also consist of 2 interim payments:

- 10% of the contract price for the Optional Phase upon acceptance by ECHA of Deliverable 3: Further elaborated draft survey instrument and a further developed study methodology (Deliverables 1 and 2 are assumed to be completed before Deliverable 3) and
- 30% of the contract price for the Optional Phase upon acceptance by ECHA of Deliverable 4: Analysis of the results of the test of the survey instrument. Test survey data and results. Redesigned survey instrument (if needed).

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

- the interim deliverables in accordance with the instructions laid down in Annex I
- the relevant invoices indicating the reference number of the Contract

provided the deliverables have been approved by the Agency.

The Agency shall have 40 (forty) days from receipt to approve or reject the report, and the Contractor shall have 30 (thirty) days in which to submit additional information or a new report.

Within 30 (thirty) days of the date on which the report is approved by the Agency, an interim payment corresponding to the relevant invoices shall be made.

[I.4.3.] Payment of the balance:

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

- the final deliverables in accordance with the instructions laid down in Annex I
- the relevant invoices indicating the reference number of the Contract

provided the deliverables have been approved by the Agency.

The Agency shall have 60 (sixty) days from receipt to approve or reject the report, and the Contractor shall have 40 (forty) days in which to submit additional information or a new report.

Within 30 (thirty) days of the date on which the report is approved by the Agency, payment of the balance corresponding to the relevant invoices shall be made.

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euro²⁴, identified²⁵ as follows:

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[IBAN²⁶ code: [complete]]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the Agency on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses²⁷:

The Agency:

European Chemicals Agency (ECHA)
[Directorate [complete]]
[Unit [complete]]
[Postcode and city]

Contractor:

Mr/Mrs/Ms [complete]
[Function]
[Company name]
[Official address in full]

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

1.7.1. The Contract shall be governed by Union law, complemented, where necessary, by the Finnish law.

1.7.1a. *Without prejudice to Article 1.7.2., 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

²⁴ Or local currency where the receiving country does not allow transactions in EUR.

²⁵ By a document issued or certified by the bank.

²⁶ BIC or SWIFT code for countries with no IBAN code.

²⁷ Fax number and e-mail accounts may be added. If an e-mail account is given, incoming e-mails should be redirected if the account holder is absent and a clause should be added specifying what is considered to be the reference date of the electronic communication (date of sending, receiving or opening).

agreement. If the parties are unable to agree upon the appointment of a mediator within that time period, any party may apply to [court, organization or person agreed to by the parties when signing the Contract], 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. 1.7.2.

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.*²⁸

- 1.7.2.** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Helsinki.

ARTICLE I.8 – DATA PROTECTION

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

Where the Contract requires the processing of personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

The data shall be 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 shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - aa) unauthorised reading, copying, alteration or removal of storage media;
 - ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - ac) unauthorised persons from using data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;

²⁸ Optional clause.

- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE I.9 – 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 3 months formal prior notice. Should the Agency terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. 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.

ARTICLE I.9a – CONTRACT CONCLUDED DURING STANDSTILL PERIOD

In case this Contract was signed by both the Agency and the Contractor before the expiry of 14 calendar days from the day after simultaneous dispatch of information about the award decisions and decisions to reject, this Contract shall be null and void.

II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

- II.1.1.** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3.** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4.** The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5.** The Contractor shall neither represent the Agency nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6.** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
 - the Agency may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Agency any right arising from the contractual relationship between the Agency and the Contractor.
- II.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on the Agency premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Agency shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- II.1.8.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Agency. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

II.1.9. Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Agency may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Agency may claim compensation or impose liquidated damages provided for in Article II.16.

ARTICLE II.2 – LIABILITY

II.2.1. The Agency shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Agency.

II.2.2. The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Agency shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

II.2.3. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Agency by a third party as a result of damage caused by the Contractor in performance of the Contract.

II.2.4. In the event of any action brought by a third party against the Agency in connection with performance of the Contract, the Contractor shall assist the Agency. Expenditure incurred by the Contractor to this end may be borne by the Agency.

II.2.5. The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Agency should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

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

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

II.3.2. The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3. The Contractor declares:

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

or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

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

ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing:

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

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

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

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

II.4.2. Interim payment:

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

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

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

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

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

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

II.4.3. Payment of the balance:

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

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

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

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

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

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

II.4.4. Payment currency and costs:

Payments are executed in the currency of the contract.

Costs of the transfer are borne in the following way:

- costs of dispatch charged by the bank of the Agency are borne by the Agency,
- cost of receipt charged by the bank of the Contractor are borne by the Contractor,
- all costs of repeated transfer caused by one of the parties are borne by the party who caused repetition of the transfer.

ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1. Payments shall be deemed to have been made on the date on which the Agency's account is debited.

II.5.2. The payment periods referred to in Article I.4 may be suspended by the Agency at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Agency may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Agency shall notify the Contractor accordingly 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.4 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 the Agency may not be deemed to constitute late payment.

ARTICLE II.6 – RECOVERY

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

ARTICLE II.7 - REIMBURSEMENTS

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

- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.

II.7.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Agency has given prior written authorisation.

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

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

ARTICLE II.9 – CONFIDENTIALITY

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

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

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

II.10.1. The Contractor shall authorise the Agency to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.

II.10.2. Unless otherwise provided by the Special Conditions, the Agency shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Agency.

II.10.3. Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Agency and shall mention the amount paid by the Union. It shall state that the opinions expressed are those of the Contractor only and do not represent the Agency's official position.

II.10.4. The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Agency has specifically given prior written authorisation to the contrary.

ARTICLE II. 11 – TAXATION

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

ARTICLE II.12 – FORCE MAJEURE

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

ARTICLE II.13 – SUBCONTRACTING

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

ARTICLE II.14 – ASSIGNMENT

- II.14.1. The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Agency.

II.14.2. In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Agency.

ARTICLE II.15 – TERMINATION BY THE AGENCY

II.15.1. The Agency may terminate the Contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has 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 the Agency has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Agency 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 Union's financial interests;
- (e) where the Agency 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 the Agency as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Agency's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months²⁹ of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Agency;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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

²⁹ This period can be modified in the Special Conditions depending on the nature of the contract.

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

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

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

ARTICLE II.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, the Agency 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 or 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 the Agency's right to terminate the Contract, the Agency may decide to impose liquidated damages of 0.2%³⁰ of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Agency within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Agency and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

³⁰ The daily rate for liquidated damages may be modified in the Special Conditions where the subject of the contract so justifies.

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

ARTICLE II.18 – AMENDMENTS

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

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

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

SIGNATURES

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

For the Agency,
[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [], [date]

Done at [Helsinki], [date]

In duplicate in English.

ANNEX I
TENDER SPECIFICATIONS

ANNEX II
CONTRACTOR'S OFFER

4.3 PROCUREMENT DOCUMENTATION

4.3.1. Eligibility documentation

Identification of the Tenderer

(to be completed by the tenderer)

LEGAL ENTITIES

PRIVATE COMPANIES

TYPE OF COMPANY	<input type="text"/>		
NGO	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non Gouvernemental Organisation)
NAME(S)	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
ABBREVIATION	<input type="text"/>		
ADDRESS OF THE HEAD OFFICE	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
POSTAL CODE	<input type="text"/>	P.O. BOX	<input type="text"/>
CITY	<input type="text"/>		
COUNTRY	<input type="text"/>		
VAT	<input type="text"/>		
PLACE OF REGISTRATION	<input type="text"/>		
DATE OF REGISTRATION	<input type="text"/> D D	<input type="text"/> M M	<input type="text"/> Y Y Y Y
REGISTRATION NR	<input type="text"/>		
PHONE	<input type="text"/>	FAX	<input type="text"/>
E-MAIL	<input type="text"/>		
CONTACT PERSON	<input type="text"/>		

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

- * A COPY OF ANY OFFICIAL DOCUMENT (E.G. OFFICIAL GAZETTE, REGISTER OF COMPANIES, ETC.) SHOWING THE CONTRACTOR'S NAME AND ADDRESS AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES;
- * A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO ABOVE.

DATE AND SIGNATURE

LEGAL ENTITIES

This information is to be stored in the Commission's accounting records for use in its payment procedures. Commission staff carrying out such procedures will be able to consult it for this purpose.

INDIVIDUAL

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

THIS "LEGAL ENTITY" FORM SHOULD BE FILLED IN AND RETURNED WITH A LEGIBLE PHOTOCOPY OF YOUR ID CARD OR PASSPORT.

DATE AND SIGNATURE

LEGAL ENTITIES
PUBLIC ENTITIES

TYPE OF COMPANY	<input type="text"/>		
NGO	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non Gouvernemental Organisation)
NAME(S)	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
ABBREVIATION	<input type="text"/>		
OFFICIAL ADDRESS	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
POSTAL CODE	<input type="text"/>	P.O. BOX	<input type="text"/>
CITY	<input type="text"/>		
COUNTRY	<input type="text"/>		
VAT	<input type="text"/>		
PLACE OF REGISTRATION	<input type="text"/>		
DATE OF REGISTRATION	<input type="text"/> <small>D D</small>	<input type="text"/> <small>M M</small>	<input type="text"/> <small>Y Y Y Y</small>
REGISTRATION NR	<input type="text"/>		
PHONE	<input type="text"/>	FAX	<input type="text"/>
E-MAIL	<input type="text"/>		
CONTACT PERSON	<input type="text"/>		

***This "Legal entity" form should be filled in and returned together with:
* a copy of the resolution, law, decree or decision establishing the entity in question;
* or, failing that, any other official document attesting to the establishment of the entity.***

<p>DATE :</p> <input style="width: 90%; height: 40px;" type="text"/>	<p>STAMP</p> <div style="border: 1px solid black; height: 150px; width: 100%;"></div>
<p>NAME AND FUNCTION OF THE AUTHORISED REPRESENTATIVE</p> <input style="width: 90%; height: 50px;" type="text"/>	
<p>SIGNATURE</p> <input style="width: 90%; height: 50px;" type="text"/>	

Model financial identification form

(to be completed by the tenderer and his or her financial institution)

The tenderer's attention is drawn to the fact that this document is a model, and a specific form for each Member State is available at the following Internet address:
http://ec.europa.eu/budget/execution/ftiers_en.htm

SIGNALETIQUE FINANCIER

TITULAIRE DU COMPTE BANCAIRE	
NOM	
ADRESSE	
COMMUNE/VILLE	CODE POSTAL
PAYS	NUMERO TVA
CONTACT	
TELEPHONE	TELEFAX
E - MAIL	

BANQUE	
NOM DE LA BANQUE	
ADRESSE (DE L'AGENCE)	
COMMUNE/VILLE	CODE POSTAL
PAYS	
NUMERO DE COMPTE	
IBAN (optionnel)	

REMARQUES:

CACHET de la BANQUE + SIGNATURE du REPRESENTANT
DE LA BANQUE (Les deux obligatoires)

--

DATE + SIGNATURE DU TITULAIRE DU COMPTE :
(Obligatoire)

--

SUBCONTRACTOR / LETTER OF INTENT

Invitation to tender: ECHA/2011/123

The undersigned:

Name of the company/organisation:

Address:

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to *[name of the tenderer]*.

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender, and in particular art. II.17 in relation with checks and audits.

Full name	Date	Signature
.....		
.....		

POWER OF ATTORNEY

POWER OF ATTORNEY – MODEL 1

Agreement / Power of Attorney

**(DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND
GIVING A MANDATE TO IT)**

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
-
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company,
HEREBY AGREE AS FOLLOWS:

(1) In case the European Chemicals Agency awards Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(2) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the Agency for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(3) To this effect, the Group Members designate Company X as **Group Leader**.
[N.B.: The Group Leader has to be one of the Group Members]

(4) Payments by the Agency related to the Supplies or the Services shall be made through the Group Leader's bank account .*[Provide details on bank, address, account number, etc.]*.

(5) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

- (a) The Group Leader shall sign any contractual documents—including the Contract, and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Leader shall act as single point of contact for the Agency in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the Agency, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the Agency's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the Agency in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Agency's consent.

Signed in on
Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company

POWER OF ATTORNEY – MODEL 2

Agreement / Power of Attorney

(CREATING THE GROUP AS SEPARATE ENTITY, APPOINTING A GROUP MANAGER AND GIVING A MANDATE TO HIM/HER)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
-
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

(1) In case the European Chemicals Agency awards Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(2) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the Agency for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(3) To this effect, the Group Members have set up under the laws of the Group (« **the Group** »). The Group has the legal form of a [*Provide details on registration of the Group: VAT Number, Trade Register, etc.*].

(4) Payments by the Agency related to the Supplies or the Services shall be made through the Group's bank account. [*Provide details on bank, address, account number, etc.*].

(5) The Group Members appoint Mr/Ms as **Group Manager**.

(6) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

- (a) The Group Manager shall sign any contractual documents—including the Contract, and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Manager shall act as single point of contact for the Agency in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the Agency, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the Agency's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the Agency in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Agency's consent.

Signed in on

Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company

4.3.2 Exclusion criteria documentation

Exclusion Criteria Form

The undersigned [*name of the signatory of this form, to be completed*]:

- in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator³¹*)
or
- representing (*if the economic operator is a legal person*)

official name in full (*only for legal person*):

official legal form (*only for legal person*):

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

- a) 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;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not 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;

³¹ To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).

- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.
- k) that the information provided to the Agency within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above³².

For situations described in (a), (b) and (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.

For the situation described in point (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.

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

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

³² Mandatory for contracts of value above €133 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

Full name

Date

Signature

4.3.3. Selection criteria documentation

Financial and Economic Capacity Overview Form

Financial and Economic Capacity Overview			
Currency : <i>EURO</i>	Figures (000)		
	N* (* most recent figures available)	N-1	N-2
Total Balance Sheet			
TRADE DEBTORS <i>Amounts due by commercial customers</i>			
CAPITAL and RESERVES (Equity) <i>Amounts owned by the company</i>			
TRADE CREDITORS <i>Amounts due to commercial suppliers</i>			
SHORT TERM DEBT			
LONG TERM DEBT			
LIQUIDITY <i>Bank accounts, cash at hand</i>			
<u>About PROFIT & LOSS</u>			
TURNOVER			
ORDINARY RESULT			
EXTRAORDINARY RESULT			
INCOME TAX			
NET RESULT			

You may add any data that you would consider of vital relevance for your organisation and for the understanding of the above figures.

Comments: Please explain BRIEFLY important variations from one year to another if appropriate. In case of negative equity or repeated losses, please explain how the future of the organisation will be ensured.

PROJECT REFERENCE FORM

The Project Reference Form must be used to give details about relevant projects the tenderer wants to present as proof of experience.

The Project Reference Form consists of two pages:

- Front page
- Description page

Both pages must be used to form a complete Project Reference Form

A new Project Reference Form must be completed for each project.

Project Reference Form (page 1 of 2)

Project reference n° _____

Project reference front page

Project name:		
Start date (mm/yy):	Finish date (mm/yy):	
Client name:	Contact person:	Phone:

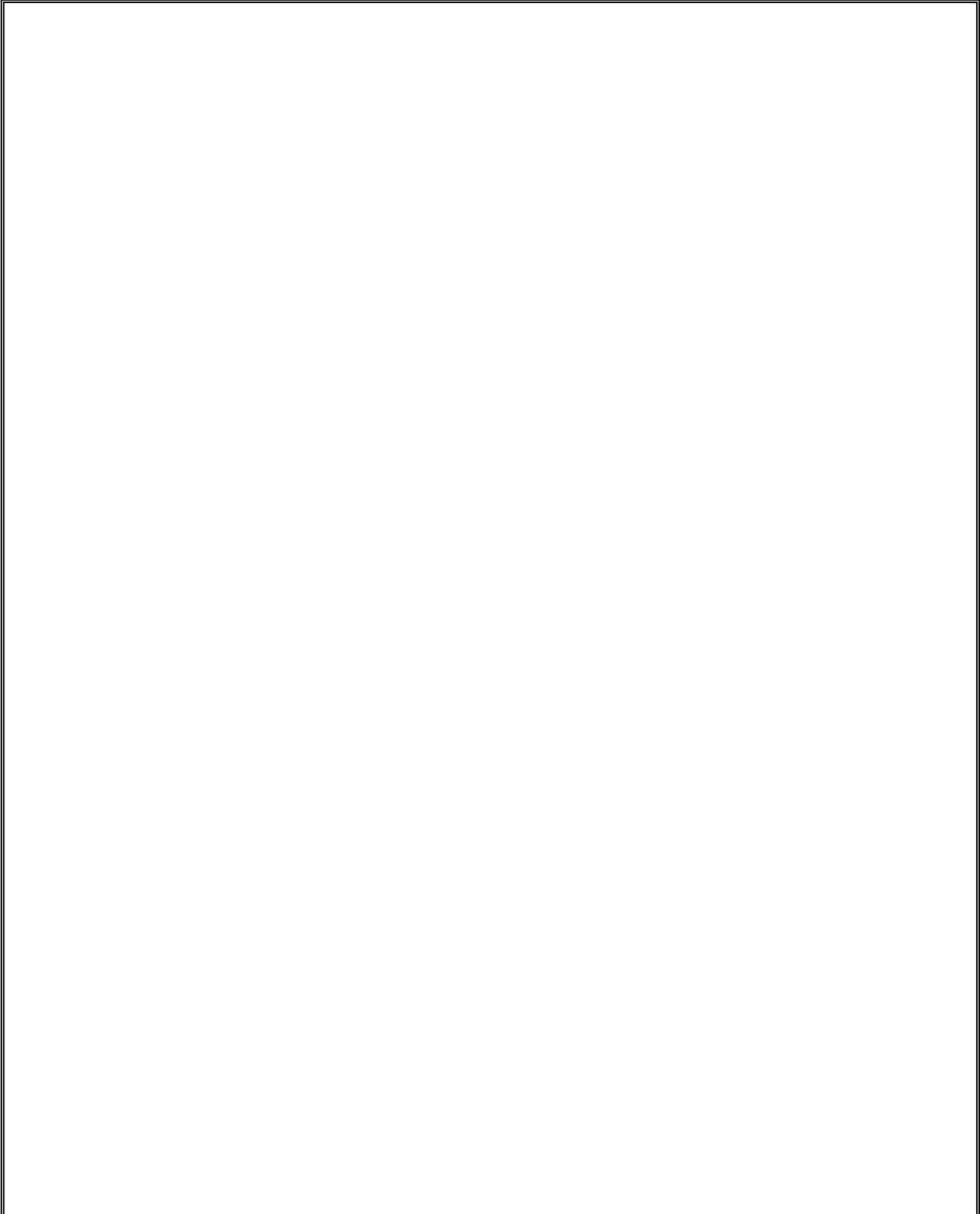
Project type:
Principal contractor for this project (check the appropriate):
<input type="checkbox"/> Tenderer
<input type="checkbox"/> Other
Principal location for this project:
<input type="checkbox"/> Tenderer premises
<input type="checkbox"/> Client's premises
<input type="checkbox"/> Other
Language used for this project (including for final reporting):
<input type="checkbox"/> English
<input type="checkbox"/> Other (please specify):
Number of tenderer's own technical staff involved in man-days, by profile
1.
2.
3.
4.
5.
...
Total:

Methodologies involved:

Project Reference Form (page 2 of 2)

Project reference n° _____

Project description page

A large, empty rectangular box with a thin black border, intended for the project description. It occupies the majority of the page area below the header.

EUROPEAN CURRICULUM VITAE FORMAT

**EUROPEAN
CURRICULUM
VITAE
FORMAT**



PERSONAL INFORMATION

Name

[SURNAME, other name(s)]

Address

[House number, street name, postcode, city, country]

Telephone

Fax

E-mail

Nationality

Date of birth

[Day, month, year]

WORK EXPERIENCE

- Dates (from – to)
- Name and address of employer
- Type of business or sector
- Occupation or position held
 - Main activities and responsibilities

[Add separate entries for each relevant post occupied, starting with the most recent.]

EDUCATION AND TRAINING

- Dates (from – to)
- Name and type of organisation providing education and training
 - Principal subjects/occupational skills covered
- Title of qualification awarded
 - Level in national classification (if appropriate)

[Add separate entries for each relevant course you have completed, starting with the most recent.]

**PERSONAL SKILLS
AND COMPETENCES**

Acquired in the course of life and career but not necessarily covered by formal certificates and diplomas.

MOTHER TONGUE

[Specify mother tongue]

OTHER LANGUAGES

[Specify language]

- Reading skills
- Writing skills
- Verbal skills

[Indicate level: excellent, good, basic.]

[Indicate level: excellent, good, basic.]

[Indicate level: excellent, good, basic.]

SOCIAL SKILLS

[Describe these competences and indicate where they were acquired.]

AND COMPETENCES

Living and working with other people, in multicultural environments, in positions where communication is important and situations where teamwork is essential (for example culture and sports), etc.

ORGANISATIONAL SKILLS

[Describe these competences and indicate where they were acquired.]

AND COMPETENCES

Coordination and administration of people, projects and budgets; at work, in voluntary work (for example culture and sports) and at home, etc.

TECHNICAL SKILLS

[Describe these competences and indicate where they were acquired.]

AND COMPETENCES

With computers, specific kinds of equipment, machinery, etc.

ARTISTIC SKILLS

[Describe these competences and indicate where they were acquired.]

AND COMPETENCES

Music, writing, design, etc.

OTHER SKILLS

[Describe these competences and indicate where they were acquired.]

AND COMPETENCES

Competences not mentioned above.

DRIVING LICENCE(S)

ADDITIONAL INFORMATION

[Include here any other information that may be relevant, for example contact persons, references, etc.]

ANNEXES

[List any attached annexes.]

EUROPEAN LEVELS – SELF ASSESSMENT GRID

		A1	A2	B1	B2	C1	C2
U N D E R S T A N D I N G	Listening	I can understand familiar words and very basic phrases concerning myself, my family and immediate concrete surroundings when people speak slowly and clearly.	I can understand phrases and the highest frequency vocabulary related to areas of most immediate personal relevance (e.g. very basic personal and family information, shopping, local area, employment). I can catch the main point in short, clear, simple messages and announcements.	I can understand the main points of clear standard speech on familiar matters regularly encountered in work, school, leisure, etc. I can understand the main point of many radio or TV programmes on current affairs or topics of personal or professional interest when the delivery is relatively slow and clear.	I can understand extended speech and lectures and follow even complex lines of argument provided the topic is reasonably familiar. I can understand most TV news and current affairs programmes. I can understand the majority of films in standard dialect.	I can understand extended speech even when it is not clearly structured and when relationships are only implied and not signalled explicitly. I can understand television programmes and films without too much effort.	I have no difficulty in understanding any kind of spoken language whether live or broadcast, even when delivered at fast native speed, provided. I have some time to get familiar with the accent.
	Reading	I can understand familiar names, words and very simple sentences, for example on notices and posters or in catalogues.	I can read very short, simple texts. I can find specific, predictable information in simple everyday material such as advertisements, prospectuses, menus and timetables and I can understand short simple personal letters.	I can understand texts that consist mainly of high frequency everyday or job-related language. I can understand the description of events, feelings and wishes in personal letters.	I can read articles and reports concerned with contemporary problems in which the writers adopt particular attitudes or viewpoints. I can understand contemporary literary prose.	I can understand long and complex factual and literary texts, appreciating distinctions of style. I can understand specialised articles and longer technical instructions, even when they do not relate to my field.	I can read with ease virtually all forms of the written language including abstract, structural and linguistically complex texts such as manuals, specialised articles and literary works.
	Spoken Interaction	I can interact in a simple way provided the other person is prepared to repeat or rephrase things at a slower rate of speech and help me formulate what I'm trying to say. I can ask and answer simple questions in areas of immediate need or on very familiar topics.	I can communicate in simple and routine tasks requiring a simple and direct exchange of information on familiar topics and activities. I can handle very short social exchanges, even though I can't usually understand enough to keep the conversation going myself.	I can deal with most situations likely to arise whilst travelling in an area where the language is spoken. I can enter unprepared into conversation on topics that are familiar, of personal interest or pertinent to everyday life (e.g. family, hobbies, work, travel and current events).	I can interact with a degree of fluency and spontaneity that makes regular interaction with native speakers quite possible. I can take an active part in discussion in familiar contexts, accounting for and sustaining my views.	I can express myself fluently and spontaneously without much obvious searching for expressions. I can use language flexibly and effectively for social and professional purposes. I can formulate ideas and opinions with precision and relate my contribution skilfully to those of other speakers.	I can take part effortlessly in conversation or discussion and have a good familiarity with idiomatic expressions and colloquialisms. I can express myself fluently and convey fine shades of meaning precisely. I do have a problem I can back up and restructure around the topic so smoothly that other people are hardly aware of it.
S P E A K I N G	Spoken Production	I can use simple phrases and sentences to describe where I live and people I know.	I can use a series of phrases and sentences to describe in simple terms my family and other people, living conditions, my educational background and my present or most recent job.	I can connect phrases in a simple way in order to describe experiences and events, my dreams, hopes and ambitions. I can briefly give reasons and explanations for opinions and plans. I can narrate a story or relate the plot of a book or film and describe my reactions.	I can present clear, detailed descriptions on a wide range of subjects related to my field of interest. I can explain a viewpoint on a topical issue giving the advantages and disadvantages of various options.	I can present clear, detailed descriptions of complex subjects integrating sub-themes, developing particular points and rounding off with an appropriate conclusion.	I can present a clear, smooth flowing description or argument in a style appropriate to the context and with an effective logical structure which helps the recipient to notice and remember significant points.
	Writing	I can write a short, simple postcard, for example sending holiday greetings. I can fill in forms with personal details, for example entering my name, nationality and address on a hotel registration form.	I can write short, simple notes and messages. I can write a very simple personal letter, for example thanking someone for something.	I can write simple connected text on topics which are familiar or of personal interest. I can write personal letters describing experiences and impressions.	I can write clear, detailed text on a wide range of subjects related to my interests. I can write an essay or report, passing on information or giving reasons in support of or against a particular point of view. I can write letters highlighting the personal significance of events and experiences.	I can express myself in clear, well-structured text, expressing points of view at some length. I can write about complex subjects in a letter, an essay or a report, underlining what I consider to be the salient issues. I can select a style appropriate to the reader in mind.	I can write clear, smoothly-flowing text in an appropriate style. I can write complex letters, reports and articles which present a case in an effective logical structure which helps the recipient to notice and remember significant points. I can write summaries and reviews of professional or literary works.
W R I T I N G							

4.3.4. Award criteria documentation

FINANCIAL OFFER

TOTAL FINANCIAL OFFER = SUM 1(THE STUDY) + 2 (OPTIONAL PHASE) (IN EUR, WITHOUT VAT)	
Price components	Price offer (in EUR, without VAT)
1. Total price of the Study	
2. Total price of Optional Phase	
TOTAL	Sum [1]+[2]

4.3.5 Checklist of documents to be submitted

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the tender (coordinator/group leader in joint bid, partner in joint bid, single contractor, main contractor, subcontractor). Some of the documents are only relevant in cases of joint bids or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

Description	Coordinator or group leader in joint bid	All partners in joint bid	Single or Main contractor	Sub-contractor
Power of attorney of partners in joint bid indicating the group leader (see Section 4.3.1.)		■		
Letter of intent of subcontractor (see Section 4.3.1.)				■
Legal Entity Form (see Section 4.3.1) Download the form from : http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm	■	■	■	■
Supporting documents for the Legal Entity File Form	■	■	■	
Financial Identification form (see Section 4.3.1) Download the form from: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm	■		■	
Exclusion Criteria form (4.3.2.)	■	■	■	■
Evidence of Economic and financial capacity (see Section 3.1.1.2.1. and Section 4.3.3.)	■	■	■	
Evidence of Technical and professional capacity (see Section 3.1.1.2.1 and Section 4.3.3) Go to the following page to fill in the CV: http://europass.cedefop.europa.eu/europass/previww.action?locale_id=1	■	■	■	■
Evidence of Technical and professional capacity: project reference form (see Section 3.1.1.2.1 and Section 4.3.3.)	■			

The following Sections must be provided in the bid, their absence would mean rejection of the bid for incompleteness:

Description	Coordinator or single tenderer
Technical Proposal (see Section 3.1.1.2.2.)	■

Financial Proposal ([see Section 3.1.1.2.3.](#) and 4.3.4)

