

ECHA/2012/66

Framework service contract

Provision of Travel Agency Services

**Open procurement procedure
Specifications and model contract**

Contract notice: OJEU 2012/S 109-180452

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1. THE SERVICES

1.1. BACKGROUND

The European Chemicals Agency (ECHA) is an agency of the European Union. It was established under Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) and is responsible for ensuring effective management of the technical, scientific and administrative aspects of the REACH Regulation at European Union level.

ECHA has its seat in Helsinki, Finland. The working language of ECHA is English.

For more information about ECHA, visit: <http://echa.europa.eu/>.

The aim of this Call for Tender is to seek a service provider able to provide travel agency services for ECHA mentioned under 1.3.

1.2. DESCRIPTION OF RESOURCES

For the implementation of the framework service contract, the following qualified and experienced staff will be needed.

1/ Contract Manager (number of profiles: 1):

Education:

- secondary level education,
- commercial studies in relevant field,
- IATA certificate/diploma.

Experience:

- minimum 5 years in relevant fields of which minimum 3 years experience as a coordinator in Business Travel,
- proven experience with spoken and written English language.

2/ Travel Agents (number of profiles: 5):

Education:

- secondary level education,
- commercial studies in relevant field,
- IATA certificate/diploma.

Experience:

- minimum 3 years in Business Travel,
- proven experience with spoken and written English language.

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1.3. DESCRIPTION OF TASKS

ECHA is a multicultural working place with staff originating from all over Europe. The working language is English. The current number of staff is approximately 500 persons. In the framework of ECHA's tasks and responsibilities, its staff occasionally must travel to other locations in the European Union or Third Countries (Russia, USA, Asia, Albania, Bosnia and Herzegovina, Croatia, Iceland, Kosovo, Montenegro, Serbia, Turkey, The former Yugoslav Republic of Macedonia and India), for representation, meeting, training or other purposes as authorised by

ECHA's management. ECHA uses the term "Mission" to describe an authorised business trip of its staff.

ECHA also organises meetings and other events at its premises and, occasionally, at other venues within Helsinki or, exceptionally, at other venues outside Finland. Participants at these meetings and events come principally from the Member States of the European Union but may also come from third countries. For information purposes only, the number of visitors related to ECHA in 2011 was approximately 4000 persons.

The services covered by the contract include all the services normally offered by a travel agency in connection with:

- travel by ECHA staff on mission;
- persons travelling on behalf of or at the request or invitation of ECHA to meetings and other events in Helsinki or elsewhere.

The services required include but are not limited to:

- Planning and booking of itineraries;
- Provision of travel tickets from Finland to other destinations throughout the world;
- Provision of travel tickets, hotel bookings and meeting venues in other Member States of the European Union or in third countries;
- Provision of travel tickets from locations within the European Union to Finland and hotel bookings in Finland;
- Group reservations in Finland and in the European Union or third countries;
- Advising on any disruptions related to travel, whether by air, train, public transport, etc. caused by strikes, demonstrations, weather conditions, etc;
- Obtaining visas;

Additional services offered by a travel agency.

2. THE CONTRACT

2.1 THE SUBJECT AND NATURE OF THE CONTRACT

The object of this framework service contract is to procure travel agency services. Tenderers should note that if their offer is successful, the resulting contract will be based on the draft contract provided in 4.2. Contractual Documentation.

The contractual relationship between the Agency and the successful tenderer will be governed by a "Framework Contract".

The Agency intends to establish a Framework Contract with a single service provider.

It should be stressed that Framework Contracts involve no direct commitment and, in particular, do not constitute orders per se. Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between the Agency and the Contractor during their period of validity. Actual orders will be placed after the Framework Contract is signed and in force, through specific orders, which will be placed by e-mail or telephone or through the online booking system tool.

Signature of the Framework Contract does not place the Agency under any obligation to place orders.

2.2 STARTING DATE OF THE CONTRACT AND DURATION

The contract shall enter into force on the date on which it is signed by the last contracting party.

The indicative date for the signature of the framework contract is Q4 of 2012.

The duration of the framework contract shall be 24 months and will be automatically renewed once for an additional period of 24 months, unless written notification to the contrary is sent by one of the contracting parties and received by the other three months before expiry of the Contract.

The execution of the tasks may not start before the first order. Each order has to be placed by e-mail or by telephone or through the online booking system tool.

2.3 PLACE OF PERFORMANCE

The place of performance of the tasks shall be the Contractor's premises or any other place related to the travel services for ECHA.

2.4 TERMS OF PAYMENT

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

The terms and schedule of payment are laid down in Technical documentation 4.1 point 4).

2.5 LIABILITY

Joint Offers

Partners in a joint offer assume joint and several liabilities 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.

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 authorization 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 sub-contracting 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.

2.6 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.

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 the EU 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:
- b) unauthorised reading, copying, alteration or removal of storage media;
- c) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
- d) unauthorised persons from using data-processing systems by means of data transmission facilities;
- e) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- f) record which personal data have been communicated, when and to whom;
- g) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the Agency;
- h) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- i) design its organisational structure in such a way that it meets data protection requirements.

2.7 IMPLEMENTATION OF THE CONTRACT

The services shall be ordered and provided in accordance to the Technical Documentation (Annex 4.1, point 2). Each order has to be placed by e-mail or by telephone or through the online booking system tool.

The operational details of the service are laid down in a Service Level Agreement.

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, preferably in English.

Tenders must include the following information:

- all the information and documents requested by the Agency in order to assess the tender;
- the financial offer with the prices in euros;

- one specimen signature of an authorised agent (preferably in blue ink) on the legal entity form¹, 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.

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.

3.1.1.2 Content of the tender

Tenders must be presented in three sections:

Section one: Administrative offer – including documentation regarding eligibility, exclusion and selection criteria (see Section 3.1.1.2.1 and Sections 4.3.1-4.3.3);

Section two: Technical offer – including documentation and proposal regarding quality award criteria (see Section 3.1.1.2.2 and Section 4.3.4.A and B);

Section three: Financial offer - including documentation and proposal regarding financial award criterion (see Section 3.1.1.2.3 and Section 4.3.4.C).

3.1.1.2.1 Section One: Administrative offer

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 Union 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 Union 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:

The **Legal Entity Form**² is to be signed by a representative of the tenderer authorised to sign contracts with third parties.

¹ See section 4.3

² This form is available at:

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

The **Financial identification**³ 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**⁴, depending on the set up that has been chosen by the tenderers.

If the tenderer envisages subcontracting, the tender must include:

- a **document**⁵ clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent**⁶ by each proposed subcontractor stating its intention to collaborate with the tender if the tenderer wins the contract and their willingness to accept the tasks and the terms and

³ The form is available at:

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

⁴ See Section 4.3.1

⁵ To be provided in free format

⁶ See Section 4.3.1

conditions set out above, in particular article II.17 of the draft framework contract.

Exclusion criteria documentation

Tenderers or their representatives shall provide a **declaration on their honour**⁷, 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

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 tenders

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 case of sub-contracting, tenderers must stipulate the role, qualifications and experience of each service provider and, where relevant, the monitoring arrangements that exist between them.

⁷ See Section 4.3.2.

In case of joint offers or subcontracting the Agency will carry out a consolidated assessment of the capacity of the entities involved in the offer on the following basis:

Joint Offers

For the selection criteria of *economic and financial capacity* a consolidated assessment (all members of the consortium together) shall be made.

The *technical and professional capacity* will be assessed in relation to the combined capacities of all members of the consortium, as a whole.

Sub-contracting

For the selection criteria of *economic and financial capacity* a consolidated assessment of tenderer/s plus subcontractor/s shall be made, to the extent that the subcontractor puts its resources at the disposal of the tenderer/s for the performance of the contract.

The *technical and professional capacity* will be assessed in relation to the combined capacities of the tenderer/s and the subcontractor, as a whole, to the extent that the subcontractor puts its resources at the disposal of the tenderer/s for the performance.

For the purpose of the consolidated assessment, the entities (tenderer/s or subcontractor/s) of the consortium which contribute to the aggregated capacity, as stated in the tender, shall provide the relevant documentary evidence described below in proportion to their contribution to the overall capacity of the consortium/tenderer.

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

All tenderers must provide proof of their economic and financial capacity.

This proof is to be provided by submitting the completed Financial and Economic Capacity Overview Form⁸, 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.

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

⁸ See Section 4.3.3.A)

The ability of service providers to perform services will be assessed in particular with regard to their know-how, 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 and, if necessary, on its research facilities and quality control measures.

a) **Evidence for selection criterion 2.1:**

The evidence is to be provided by submitting at least three relevant project references⁹ meeting the requirements mentioned under selection criterion 2.1) by using the Project Reference Form (see template in 4.3.3.B)

b) **Evidence for selection criterion 2.2:**

The evidence is to be provided through

(i) a signed and dated declaration indicating workforce and role/profile over the last 3 years: using the template in 4.3.3.D), signed and dated by the company representative) and

(ii) the signed and dated CV of each staff member meeting the requirements mentioned under selection criterion 2.2 (ii). : by using the Europass CV format:

<http://europass.cedefop.europa.eu/europass/home/vernav/Europasss+Documents/Europass+CV/navigate.action>. (or see the template in 4.3.3.C).

c) **Evidence for selection criterion 2.3:**

Evidence for the selection criterion 2.3 is to be provided through a description of the technical equipment available to the tenderer, including booking systems (for example the computer reservations system AMADEUS, SABRE, GALILEO or AMTRAK).

d) **Evidence for selection criterion 2.4:**

Evidence for the selection criterion 2.4 is to be provided through

(i) a declaration or certificates of enrolment in one of the professional trade registers and copies of authorisations in its country of establishment and

(ii) a copy of valid IATA license.

3.1.1.2.2 Section Two: Technical offer

Qualitative award criteria documentation

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract. The technical proposal

⁹ See template "Project Reference Form" in Section 4.3.3.B)

must respond to these technical specifications and provide, as a minimum, all the information needed for the purpose of awarding the contract.

Tenderers should 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 offer. As a consequence, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Please note also, that 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.

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.

Assessment basis for the award criteria:

The assessment basis for the award criteria is:

Award criterion 1: the tenderer's technical offer provided in the Technical Proposal Form in 4.3.4. A).

Award criterion 2: the tenderer's offer with regards to the Service Level Agreement (SLA). See SLA form in 4.3.4. B).

3.1.1.2.3 Section Three: Financial offer

Financial award criteria documentation

Tenderers must use the Financial Form¹⁰ to formulate their financial offer.

The tenderer's 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 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;

¹⁰ See section 4.3.4.C)

- prices shall not be conditional and be directly applicable by following the technical specifications;
- prices shall be fixed and not subject to revision for the first period of 24 months laid down in the contract. In case of renewal of this Contract in accordance with Article I.2.5 for an additional period of 24 months, the amount may be revised upwards or downwards. This revision will be made only if one of the contracting parties requests it by registered mail received by the other party not later than three months before the anniversary of the date on which the contract was signed.

This revision shall be determined by the trend in the harmonised consumer price index MUICP (Monetary Union Index of Consumer Prices) published for the first time by the Office for Official Publications of the European Communities on the Eurostat website <http://epp.eurostat.ec.europa.eu> (Economy and Finance; Prices; HICP – Harmonized Indices of Consumer Prices - Monthly data (index)). Revision shall be calculated in accordance with the following formula:

$$Pr = Po \frac{Ir}{Io}$$

where:

- Pr = revised price;
- Po = price in the original tender;
- Io = index for the month corresponding to the final date for submission of tenders;
- Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

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/2012/66*" 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 offer, the second the technical offer and the third the financial offer. Each of these envelopes must clearly indicate the content. The administrative offer, the technical offer and the financial offer 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.

There are no lots and variants are not allowed.

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 18 July 2012, (date as postmark); to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2012/66
Finance Unit R1
PO Box 400
Annankatu 18
00121 Helsinki
Finland*

- b) or sent by courier services, no later than 18 July 2012 (date of deposit slip), to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2012/66
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 18 July 2012, (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 submission 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/2012/66 » 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 25 July 2012 at the following location:

Office address:
European Chemicals Agency (ECHA)
Annankatu 18
00120 Helsinki
Finland

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 form¹¹.

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

¹¹ See section 4.3.2

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

In this stage the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion criteria will be assessed on the basis of the above mentioned documents¹² and additional information available to or requested by the Agency:

<u>SELECTION CRITERIA</u>
1. FINANCIAL AND ECONOMIC CAPACITY
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 of at least € 3.000.000,- over the last three years.
2. TECHNICAL AND PROFESSIONAL CAPACITY
2.1 The tenderer must have managed successfully at least three contracts with a minimum amount of € 1.000.000,- each, over the last three years.
2.2 Necessary human resources to provide the services
(i) The tenderer must have had over the last three years a minimum average of 6 technically qualified staff working on assignments;
(ii) Sufficient staff with relevant education and professional experience meeting the following defined requirements:
Contract Manager (number of profiles: 1):
Education:
— secondary level education,
— commercial studies in relevant field,
— IATA certificate/diploma.
Experience:
— minimum 5 years in relevant fields of which minimum 3 years' experience as a coordinator in Business Travel,
— proven experience with spoken and written English language.
Travel Agents (number of profiles: 5):
Education:
— secondary level education,
— commercial studies in relevant field,
— IATA certificate/diploma
Experience:
— minimum 3 years in Business Travel,
— proven experience with spoken and written English language.
2.3 Necessary technical equipment to provide the services
The tenderer must be technically equipped to provide services as requested in

¹² See section 4.3.3

this call for tenders: telephone lines, fax and e-mail, facilities as well as, dedicated computer connections and programs.

2.4 Necessary professional capacity

(i) The tenderer must have the professional capacity to perform the contract. The tenderer must be established as a recognised legal entity and be registered in a relevant professional or trade register and possess relevant authorisations to perform national and international travel services as required in the Technical Specifications.

(ii) The tenderer must be a registered (IATA) travel agent.

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:

No	Qualitative award criteria	(max. points)
AW 1	Quality and efficiency of the technical proposal assessed on the basis of the replies provided in the Technical Proposal Form.	/25
AW 2	Quality of the proposed service level agreement for the standard services assessed on the basis of the offer provided in the Service Level Agreement Form.	/25
	TOTAL QUALITY POINTS: (AW1+AW2)	/50

Tenders scoring less than 70 % 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.

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

Technical Merit	
TM	TM = AW1 + AW2

The **Technical Merit (TM)** is evaluated as follows: a maximum of **50 points** are given for all qualitative award criteria. The offers are ranked according to the above mentioned formula, in which:

AW1 = Award Criteria 1

AW2 = Award Criteria 2

50 = Maximum points to be awarded

Price	
P	$P = (P_{min}/P_o) \times 50$

The **price** criterion (P) is evaluated as follows: a maximum of **50 points** is given to the lowest price offer.

The other offers are ranked according to the above mentioned formula, in which:

- P = Classification of each price offer (points to be awarded)
- P_o = Price of each offer: total price as in Financial Proposal From
- P_{min} = Minimum price offered among all tenders
- 50 = Maximum points to be awarded

Final Evaluation	
X	$X = TM + P$

The contracts will be awarded to the most economically advantageous tenders on the basis of the following criteria:

Technical Merit (TM) (Max. 50 points)

Price (P) (Max. 50 points)

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 or framework 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

1. BACKGROUND

Established on 1 June 2007, the European Chemicals Agency (hereinafter referred to as “ECHA”) located in Helsinki, Finland is the driving force among regulatory authorities in implementing the EU’s groundbreaking chemicals legislation for Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and for Classification, Labelling and Packaging of substances and mixtures (CLP).

ECHA helps companies to comply with the legislation, advances the safe use of chemicals, provides information on chemicals and addresses chemicals of concern. More information about ECHA, its structure and activities can be found on the ECHA web site.¹³

2. DESCRIPTION OF SERVICES REQUIRED

2.1 SERVICES FOR ECHA STAFF GOING ON MISSION

The rules and conditions of travelling by members of staff on behalf of ECHA (“missions”) are established in the Guide for Missions, adopted by the Executive Director of ECHA (hereinafter: Guide). All missions must be approved by ECHA prior to any purchase of a ticket, a hotel reservation or any other cost related to a mission. Travel arrangements must be made on the basis of the most convenient trip (shortest schedule possible in terms of the time schedule from departure to destination) at the best possible price to ECHA, according to the provisions of the Guide.

On occasion, staff members may combine a mission with additional leave for personal reasons and/or choose an itinerary other than the place of employment or mission. However, additional costs arising from this are borne by the staff member.

ECHA requires an experienced travel agency in order to make travel and accommodation arrangements for ECHA staff members travelling within the European Union and also to third countries. The Travel Agency must be able to provide all services mentioned under this point..

2.1.1 Advising ECHA staff on most suitable travel options

It is the Travel Agency’s task to advise the staff member on the most suitable travel option for the mission and where applicable, to explain the appropriate options to the staff members.

2.1.2 Issuing tickets for ECHA staff going on mission

The Travel Agency must be able to reserve and issue tickets for all air, rail and boat travel, as requested, at the best possible price (combining the most direct and least

¹³ <http://echa.europa.eu>

expensive routes to achieve cost effectiveness). In general terms, two alternatives shall be proposed. If requested, other alternatives have to be provided.

Changes of tickets/routing shall be dealt with within 3 (three) hours after ECHA's request, or in case of urgency, within 1 (one) hour after ECHA's request, including the revalidation of the relevant ticket.

Response to fare inquiries shall be provided by e-mail within 3 (three) working hours from the original inquiry at which time ECHA shall receive routing options, if available, and relevant cost quotations.

Preference shall be given to electronic ticketing when available or applicable (lower costs incurred). Preference shall also be given to the scheduled flights (including low fare companies) over charter flights. It is desirable that the Travel Agency shall also be able to purchase directly low cost tickets for staff members.

The ticket quotation shall clearly mention the following:

- a. a price quote with reference to the final date of issue;
- b. where applicable, the difference between personal choice of the traveller and the best available offer;
- c. mission order number;
- d. itinerary (detailed flight/train hours of departure and arrival);
- e. ticket class (economy or business class ticket);
- f. information on ticket flexibility and related costs regarding to possible change or cancellation;
- g. the latest deadline date for issuing the ticket.

The travel tickets will be delivered electronically (preferred), or can be delivered to ECHA premises by the Travel Agency.

2.1.3 Arranging accommodation for ECHA staff on missions

The Travel Agency must propose suitable hotels to the staff member at the destination of the mission within the limits allowed under the Guide to Missions (see point 9), taking into account convenience (proximity to the mission venue). As a general rule, the Travel Agency must settle the accommodation costs directly with the hotel and invoice these costs to ECHA. In cases where hotels do not accept billing through the Travel Agency, the staff member going on mission may settle the costs directly with the hotel.

For this purpose, the Travel Agency shall have at its disposal a broad selection of hotels in Finland and across Europe and outside Europe, including hotels applying special prices, in addition to a list of suitable accommodation with guaranteed rates up to the limit in the convenient locations that are most visited by ECHA staff. Examples of these cities include **Brussels, Luxembourg, Paris, London, Milan, Zagreb, Berlin, Malta, Amsterdam and Madrid.**

All information shall be provided to the traveller as soon as available by the Travel Agency and, in any case, within 1 (one) working day from the date of the request.

2.1.4 Providing assistance in obtaining visas for ECHA staff

Where, by reason of his/her nationality, any member of ECHA staff requires a visa for a mission trip, the Travel Agency shall make all necessary arrangements, in direct

collaboration with the staff member concerned, for acquiring the appropriate visa from the issuing authorities in good time before the departure date. If necessary, the Travel Agency must be able to pre-pay the visa fee, which can be invoiced to ECHA afterwards.

2.1.5 Car rental

If car rental in the place of destination is required, it shall be ensured through the issuing of vouchers with the most advantageous car rental company operating on the spot.

In exceptional cases, ECHA may require the services of a limousine/minibus/bus including the services of a driver at the place of destination. The Travel Agency must be able to provide a list of different companies and limousine services with which it has negotiated special terms.

2.1.6 Online booking tool

The Travel Agency must offer the staff member going on a mission the possibility of using an online booking tool.

2.2 MEETINGS AND EVENTS: SERVICES FOR PERSONS TRAVELLING ON BEHALF OF ECHA

ECHA organises meetings to which external participants are invited both to its premises in Helsinki and also, exceptionally to other venues in Europe. Participants come from all of the Member States of the European Union and, exceptionally, from third countries. In some cases, the travel and accommodation costs of external participants are borne entirely by ECHA whereas, in others, they are only partly covered by ECHA, or are borne entirely by the participants. The conditions for travel and accommodation of the participants are established in the specific rules for the type of meeting and participant (Committees, Management Board, stakeholders, etc.).

The number of participants at a meeting may range from 5 to 300 (five to three hundred) persons.

The Travel Agency is required to provide a system by which participants can register for the different meetings and organise their travel and accommodation arrangements.

ECHA will inform the Travel Agency in advance of the provisional meeting dates and provide a list of the participants. Departure place will vary among the participants. The most important point is that the ticket must be based on economical rates.

If the changes are due to a modification of the meeting agendas or to other reasons that may affect all participants, ECHA will contact the travel agency and ask to provide suitable alternative flights for all participants. ECHA will then inform the delegations about the alternative flights and will ask for confirmation.

2.2.1 Issuing tickets for participants

The Travel Agency must be able to reserve and issue tickets for all air, rail and boat travel, as requested, at the best possible price (combining the most direct and least expensive routes to achieve cost effectiveness). In general terms, two alternatives must be proposed. If requested, further alternatives must be provided.

Changes of tickets/routing must be dealt with within 3 (three) hours after ECHA's request, and in case of urgency, within 1 (one) hour after ECHA's request, including the revalidation of the relevant ticket.

Response to fare inquiries shall be provided by e-mail within 3 (three) working hours from the original inquiry at which time ECHA shall receive routing options, if available, and relevant cost quotations.

2.2.2 Arranging accommodation for participants

The Travel Agency must propose to the participant suitable hotels within the limits allowed (see point 9), taking into account convenience (proximity to the mission venue). For meetings and events in Helsinki, the Travel Agency must be able to provide a list of different hotels with which it has negotiated special terms for ECHA.

The Travel Agency must settle the accommodation costs directly with the hotel and invoice these costs to ECHA.

2.2.3 Traveller file

The Travel Agency shall prepare for each participant, a comprehensive file (electronically) including the following minimum information:

- Flight or other type of transport reservation (e-ticket or paper ticket);
- Hotel voucher (where applicable) and map of location of the hotel;
- Information regarding online check-in (if applicable);
- Information on public transport at the airport of the destination;
- Where relevant, any additional information on the venue of the mission such as travel recommendations from the Ministry for Foreign Affairs, or general information on the country or any other information deemed relevant.

2.2.4 Web-based booking tool

The Travel Agency must provide a web-based booking tool through which participants can register for the event or meeting and organise their travel and accommodation arrangements. Access to the information concerning registrations and travel arrangements must be available to the ECHA staff responsible for the event or meeting.

The exact workflow for this will be agreed on after signature of the Contract but may be, for example:

An invitation will be sent by ECHA to meeting participants. The meeting participants will contact the Travel Agency using the web-based booking tool.

1. ECHA will send out the invitation to the participants indicating the contact details of the contracted travel agency and clearly indicating that contact can already be made with the travel agency.

2. The participant will then directly contact the travel agency and provide basic information.

3. The travel agency then will provide flight options within two working days from the reception of the booking information.

4. If any member fails to contact the travel agency, ECHA will then contact the member with a reminder and ask the travel agency to contact the member and send them flight options directly.

5. ECHA (contact person) will always be in copy of the correspondence between the travel agency and the participants at the following e-mail address:

firstname.lastname@echa.europa.eu

The Travel Agency will propose a system and a workflow for different-sized meetings (e.g. small meetings less than 50 participants and big meetings more than 50 participants) in their technical offer (see technical proposal form annex 4.3.4 A, questions 9 and 10).

2.3 OTHER SERVICES TO BE PROVIDED

2.3.1 Information on disruptions, re-routing

In all cases, the Travel Agency must inform the traveller and the travel organiser immediately on any changes in the scheduled flight times and on any significant circumstances that may incur changes, e.g. planned strikes or other disruptions. In case of any incidents relating to a mission, the Travel Agency must deal with re-routing, delayed flights and provide the traveller solutions for obtaining connecting flights and reaching the target destination in due time.

2.3.2 Cancellations / Modifications

In the case of cancellation or modification of a mission, the Travel Agency will endeavour to minimise any penalties incurred by ECHA. Penalties or any additional charges attributed to a fault of the Travel Agency cannot be charged to ECHA.

2.3.3 Ad hoc information requests

The Travel Agency may be asked to provide quick information on flight/train ticket prices/itineraries. This information must be provided according to the specific needs and in any case within 3 (three) working hours from the time of the request.

2.3.4 Traveller profile management

The Travel Agency shall keep a register of the traveller profiles of ECHA staff and arrange for reservations according to the profiles. Services to be covered also include management of priority passes for frequent travellers and frequent flyer bonus management.

2.4 OTHER REQUIREMENTS

2.4.1 Normal working hours

The Travel Agency must provide the services, including the delivery of tickets and vouchers to ECHA, on working days and at the following times: From Monday to Friday

8h00 - 17h00h, with the exception of ECHA holidays. It should be noted that ECHA holidays do not coincide exactly with the public holidays in Finland (see calendar under point 10).

During working hours, the Travel Agency staff must be available by telephone and by e-mail. The Travel Agency must provide a dedicated team to serve ECHA and also a direct telephone line and email-address to be used for communication with ECHA and its staff.

The Travel Agency shall guarantee enough resources to support via telephone and e-mail the volume of activities during normal working hours (Monday to Friday 8h00 – 17h00) for each ECHA working day. Therefore, replacement of staff for any reason (sickness, holiday, training etc.) must be foreseen by the Travel Agency.

2.4.2 Emergency service 24/7

The Travel Agency must guarantee an emergency hotline service for urgent queries from staff and meeting participants arising outside the normal working hours. This service must be available at least in English on a 24/7 basis. This emergency hotline must be available from any place in the world.

Via this hotline, the services under Point 2 must be available as required by the specific emergency situation.

3. TRAVEL AGENCY STAFF

The Travel Agency shall ensure that any member of its staff dealing with ECHA travels under this contract has the necessary and sufficient knowledge and training to render the services at the level required.

A high level of professionalism and “client-orientation” is required. The staff designated as contact persons for ECHA must have an excellent working knowledge of spoken and written English.

4. INVOICING

The Travel Agency will invoice their services as follows:

Missions: once the services have been provided by the Travel Agency, the payment will be done by the contractor with a Lodge credit card (arranged by ECHA directly with the credit card company) and the receipt per service will be sent to ECHA via e-mail. The Lodge credit card company will invoice ECHA monthly.

Meetings and events: costs must be invoiced in two separate invoices:

- **first invoice** for travel costs, which can be submitted for payment once the travel (air, train, boat or other) tickets have been issued;
- **second invoice** for the accommodation costs, which cannot be submitted until after the meeting or event has taken place.

Both invoices must be accompanied by the necessary supporting documents and description of performed tasks.

Accommodation bookings: in case advance payment is necessary to confirm accommodation reservations, the amount (agreed on by the Agency on a case to case basis) can be invoiced before the meeting or event in order to be able to make the reservation. The remaining amount shall be invoiced after the meeting or event.

ECHA will inform the contractor of the administrative details and information that need to be mentioned on each separate receipt / invoice

5. REPORTING AND STATISTICS

The Travel Agency must provide written, detailed monthly reports and statistics reflecting the services provided to ECHA under the duration of the framework service contract. Statistics must be comprehensive and easily understandable, such as by type of services, by destination, by airlines used, visas issued, cost centres, by country and other breakdowns that may be requested. All reports must be in English.

6. SERVICE LEVEL AGREEMENT

After the signature of the Contract, a kick-off meeting will be held at ECHA between the Agency and the successful Tenderer's representatives in order to discuss the practical details for the implementation of the Framework Service Contract including service level agreement.

7. COMMUNICATION

ECHA will appoint a member of staff as Contract Manager for this Framework Service Contract. The Contract Manager will be the main contact person for all issues relating to the implementation of the Contract. The Travel Agency must also appoint a person (and back-up in case of absence) who will act as the main contact person for this Contract.

Day-to-day communication between ECHA's contract manager and the Travel Agency's contact person may be in person, by e-mail and/or by telephone. The successful Travel Agency must provide a specific e-mail address and a mobile phone number for this purpose.

A Service Level agreement meeting will be held between the ECHA contract manager and the Travel Agency's contact person at least once every three months. The minutes of the meetings will be drafted in English by the Travel Agency and sent for review and approval to ECHA's contract manager.

8. LANGUAGE

The language for the management of this framework service contract is English. All meetings, documents and reports related to these services must be in English.

9. HOTEL PRICE LIMITS

DESTINATION	HOTEL CEILING IN EUROS
Austria	130
Belgium	140
Bulgaria	169
Cyprus	145
Czech Republic	155
Denmark	150
Estonia	110
Finland	140
France	150
Germany	115
Greece	140
Hungary	150
Ireland	150
Italy	135
Latvia	145
Lithuania	115
Luxembourg	145
Malta	115
Netherlands	170
Poland	145
Portugal	120
Romania	170
Slovakia	125
Slovenia	110
Spain	124
Sweden	160
United Kingdom	175

10. ECHA PUBLIC HOLIDAYS 2012

Friday	January 6	Epiphany
Friday	April 6	Good Friday
Monday	April 9	Easter Monday
Tuesday	May 1	Labour day
Wednesday	May 9	R. Schuman day
Thursday	May 17	Ascension Day
Monday	May 28	Pentecost Monday (Whit Monday)
Friday	June 22	Midsummer Eve
Thursday	November 1	All Saints' day
Thursday	December 6	Finnish National day
Monday	December 24	Christmas Eve
Tuesday	December 25	Christmas day
Wednesday	December 26	Boxing day
Thu-Fri	December 27-30	End of year closure
Monday	December 31	New Year's Eve

4.2 CONTRACTUAL DOCUMENTATION



FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – ECHA/2012/66

The European Chemicals Agency (hereinafter referred to as "Agency"), represented for the purposes of the signature of this contract by Geert Dancet, Executive Director,

of the one part,

and

xxx

(hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by xxx, Director,

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/2012/66 of 30/05/2012)

Annex II – Contractor's Tender of xx/xx/2012.

Annex III – Service Level Agreement

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

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

(Annex I) shall take precedence over those in the orders (Annex III), the latter taking precedence over the Tender (Annex II).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Agency, subject to the rights of the Contractor under Article I.8 should he dispute any such instruction.

I – Special Conditions

ARTICLE I.1 - SUBJECT

- I.1.1** The subject of the Contract is provision of travel services as defined in the Tender Specifications in Annex I.
- I.1.2** Signature of the Contract imposes no obligation on the Agency to purchase. Only implementation of the Contract through orders is binding on the Agency.
- I.1.3** Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and execute the tasks in accordance with all terms and conditions of the Contract.
- I.1.4** The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to the Agency.

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, and at the earliest on 1 October 2012.
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force.
- I.2.3** The Contract is concluded for a period of 24 (twenty four) months with effect from the date on which it enters into force.
- I.2.4** This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.5** The Contract shall be renewed automatically one time for a period of 24 (twenty four) months under the same conditions, unless written notification to the contrary is sent no later than three months before the anniversary of the period indicated in Article I.2.3. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 –PRICES

- I.3.1** The prices of the services shall be as listed in the Price Reference Table in Annex II.
- I.3.2** Prices shall be expressed in EUR.

I.3.3 Prices shall be fixed and not subject to revision for implementation during the first 24 months of the Contract.

In case of renewal of the Contract in accordance with Article I.2.5 for an additional period of 24 months, the amounts may be revised upwards or downwards, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. The Agency shall purchase on the basis of the prices in force on the date on which orders specific are placed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index MUICP (Monetary Union Index of Consumer Prices) published for the first time by the Office for Official Publications of the European Communities on the Eurostat website <http://epp.eurostat.ec.europa.eu> (Economy and Finance; Prices; HICP – Harmonized Indices of Consumer Prices - Monthly data (index)). Revision shall be calculated in accordance with the following formula:

$$Pr = Po \frac{Ir}{Io}$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month corresponding to the final date for submission of tenders;

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

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

The services shall be ordered and provided in accordance to the Technical Documentation (Annex 4.1, point 2), and will be paid in accordance with Article I.5. Operational details of the service are laid down in a Service Level Agreement between the parties.

ARTICLE I.5 – PAYMENT PERIODS AND FORMALITIES

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

I.5.1 Pre-financing:
The pre-financing as provided by Art. II.4.1 is not applicable to this Contract.

I.5.2 Payments shall be carried out monthly.

The Contractor shall invoice their services as follows:

Missions: once the services have been provided by the Travel Agency, the payment will be done by the contractor with a Lodge credit card (arranged by ECHA directly with the credit card company) and the receipt per service will be sent to ECHA via e-mail. The Lodge credit card company will invoice ECHA monthly.

Meetings and events: costs must be invoiced in two separate invoices:

- **first invoice** for travel costs, which can be submitted for payment once the travel (air, train, boat or other) tickets have been issued;
- **second invoice** for the accommodation costs, which cannot be submitted until after the meeting or event has taken place.

Both invoices must be accompanied by the necessary supporting documents and description of performed tasks.

Accommodation bookings: in case advance payment is necessary to confirm accommodation reservations, the amount (agreed on by the Agency on a case to case basis) can be invoiced before the meeting or event in order to be able to make the reservation. The remaining amount shall be invoiced after the meeting or event.

ARTICLE I.6 – BANK ACCOUNT

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

Name of bank:

Address of branch in full:

Exact designation of account holder:

Full account number including codes:

IBAN code:

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

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

Agency:

European Chemicals Agency
Directorate R – Resources
Unit R3 – Corporate Services
P.O. Box 400
FI-00121 Helsinki
Fax: +358 9 68618210

Contractor:

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I.7.1** The Contract shall be governed by Union Law complemented, where necessary, by the national law of Finland.
- I.7.2** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the Helsinki district court.

ARTICLE I.9 – DATA PROTECTION

Any personal data included in or relating to the Contract, including its execution, shall be processed pursuant to Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the Agency without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the Agency. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.10 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving a three-month formal prior notice. Should the Agency terminate the Contract, the Contractor shall only be entitled to payment corresponding to the services ordered before the termination date. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

ARTICLE I.11 – 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 has the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5** The Contractor shall neither represent the Agency nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

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

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Agency;
 - the Agency may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Agency any right arising from the contractual relationship between the Agency and the Contractor.
- II.1.7** In the event of disruption resulting from the action of a member of the Contractor's staff working on Agency premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Agency shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

- II.1.8** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Agency. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.
- II.1.9** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Agency may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Agency may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II. 2 – LIABILITY

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

ARTICLE II. 3 - CONFLICT OF INTERESTS

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

delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

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

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

II.3.3 The Contractor declares:

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

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

ARTICLE II. 4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

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

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

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

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Agency shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until

the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2 Interim payment:

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

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

If the report is a condition for payment, on receipt 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 each order or specific contract, 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 and of the order or specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

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

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

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

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

ARTICLE II. 5 – GENERAL PROVISIONS CONCERNING PAYMENTS

- II.5.1** Payments shall be deemed to have been made on the date on which the Agency's account is debited.
- II.5.2** The payment periods referred to in Article I.5 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.5 shall begin to run again once the suspension has been lifted.

- II.5.3** In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*“the reference rate”*) plus seven percentage points (*“the margin”*). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by 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 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** In the event of failure to pay by the deadline specified in the request for reimbursement, 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 Union 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 that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

II.7.2 Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

II.7.3 Travel expenses shall be reimbursed as follows:

- (a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- (b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- (c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- (d) travel outside 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.

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.9 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, a pending order or a specific contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where 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 under a pending order or a specific contract has not actually commenced within fifteen days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Agency;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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

II.15.3 Prior to termination under point 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 or a pending order or specific contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

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 execute or complete the services. The Agency shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees enforceable under the Contract.

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

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, 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 of fraud.

ARTICLE II. 16 – LIQUIDATED DAMAGES

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

ARTICLE II. 17 – CHECKS AND AUDITS

II.17.1 Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the 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 of the last implementation.

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 of the last implementation.

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

ARTICLE II. 18 – AMENDMENTS

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

ARTICLE II. 19 – SUSPENSION OF THE CONTRACT

Without prejudice to the Agency's right to terminate the Contract, the Agency may at any time and for any reason suspend execution of the Contract, pending orders or specific contracts or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. 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, of the orders or specific contracts, or of part thereof.

SIGNATURES

For the Contractor,
xxx, Director

For the Agency,
Geert Dancet, Executive Director

signature: _____

signature:_____

Done at

Done at

In duplicate in English.

Tender Specifications (Tender No ECHA/2012/66)

SERVICE LEVEL AGREEMENT

ANNEX III

4.3 PROCUREMENT DOCUMENTATION

4.3.1 Eligibility documentation

Identification of the Tenderer

(to be completed by the tenderer)

A) IDENTIFICATION FORM:

Name of tenderer:	
Address:	
Post code:	
Tel.	
Fax:	
E-mail:	
Website (if applicable):	
Legal status:	
Registration number:	
VAT number:	
Name and contact details of contact person for this tender:	
Name and title of legal representative:	
Signature of legal representative:	

Statement regarding validity of the offer to be added.

B) LEGAL ENTITY FORM:

This form is to be downloaded from the following website:

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

C) FINANCIAL IDENTIFICATION FORM:

This form is to be downloaded from the following website:

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

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"/>		<input type="text"/>		<input type="text"/>		<input type="text"/>																		
	D D		M M		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 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.***

DATE :	<input type="text"/>
NAME AND FUNCTION OF THE AUTHORISED REPRESENTATIVE	<input type="text"/>
SIGNATURE	<input type="text"/>

STAMP	<input 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	<input type="text"/>
ADRESSE	<input type="text"/>
COMMUNE/VILLE	<input type="text"/>
CODE POSTAL	<input type="text"/>
PAYS	<input type="text"/>
NUMERO TVA	<input type="text"/>
CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
TELEFAX	<input type="text"/>
E - MAIL	<input type="text"/>

BANQUE	
NOM DE LA BANQUE	<input type="text"/>
ADRESSE (DE L'AGENCE)	<input type="text"/>
COMMUNE/VILLE	<input type="text"/>
CODE POSTAL	<input type="text"/>
PAYS	<input type="text"/>
NUMERO DE COMPTE	<input type="text"/>
IBAN (optionnel)	<input type="text"/>

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

Insert reference of this call

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 operator¹⁴*)
- 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;
- 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

¹⁴ 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).

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 above¹⁵.

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.

Full name

Date

Signature

¹⁵ 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.

4.3.3 Selection criteria documentation

4.3.3.A) FINANCIAL AND ECONOMIC CAPACITY OVERVIEW FORM

Financial and Economic Capacity Overview Form

Financial and Economic Capacity Overview			
Currency : <i>EURO</i>	Figures (<i>000</i>)		
	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.

4.3.3.B) 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:

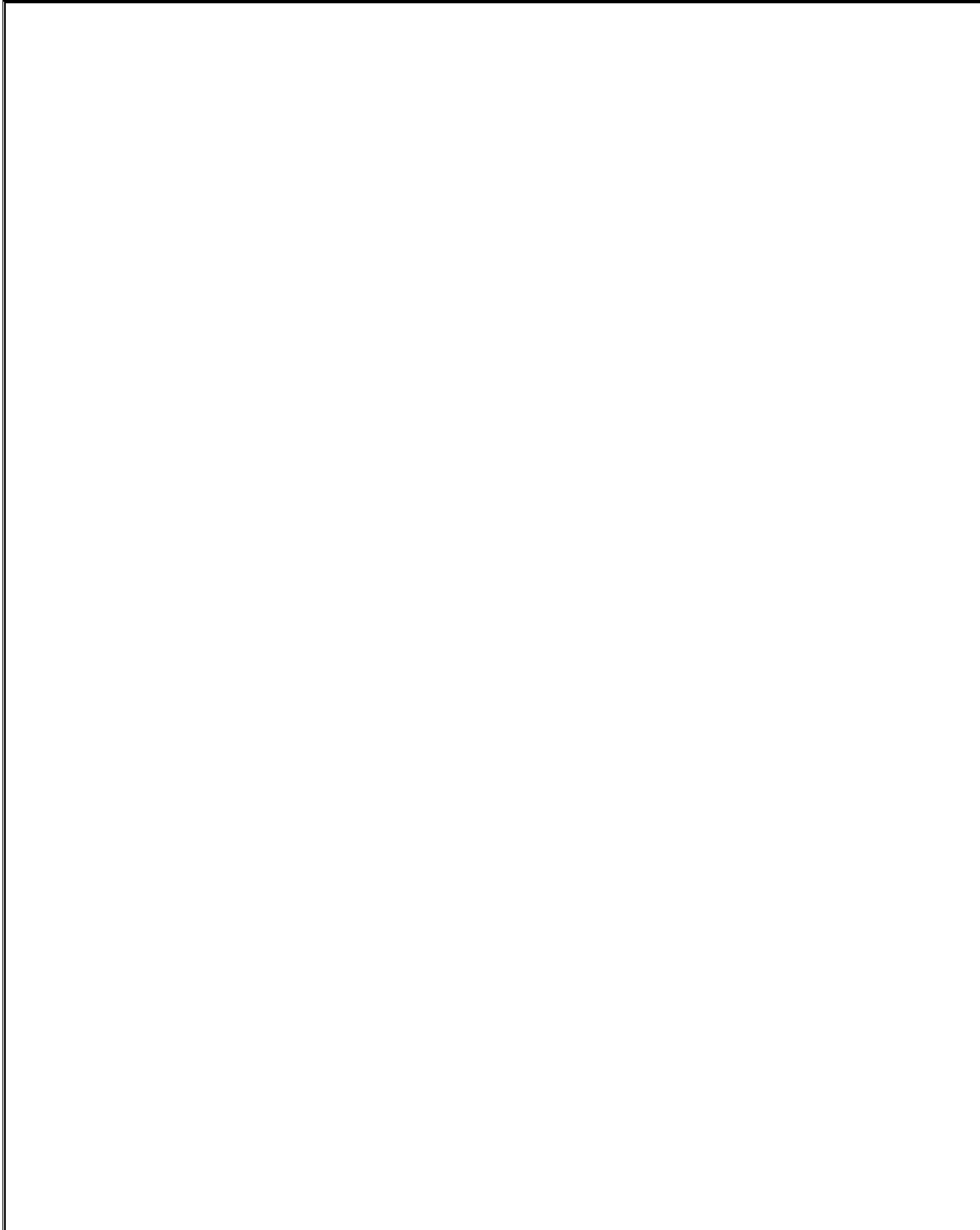
<p>Project type Business Travel services</p> <p>Principal contractor for this project (check the appropriate):</p> <p><input type="checkbox"/> Tenderer</p> <p><input type="checkbox"/> Other</p> <p>Principal location for this project:</p> <p>Total value of the contract</p> <p>Number of tenderer's own technical staff involved</p>
--

	Checklist of the requirements for project to be considered relevant for this contract	Compliance <i>(please tick the appropriate column)</i>	
		YES	NO
	Project contained provision of following services: <ul style="list-style-type: none"> • booking, issuing and delivery of flight/train/boat tickets; • electronic ticketing; • booking of accommodation, meeting rooms and venues in Finland; • booking of international accommodations and meeting venues; • 24 hours assistance to persons on mission; • providing assistance in obtaining visas. 		

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 most of the page below the header.

4.3.3.C) 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
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.*

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

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

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

**TECHNICAL SKILLS
AND COMPETENCES**
*With computers, specific kinds of
equipment, machinery, etc.*

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

**ARTISTIC SKILLS
AND COMPETENCES**
Music, writing, design, etc.

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

**OTHER SKILLS
AND COMPETENCES**
*Competences not mentioned
above.*

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

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.]

4.3.3.D) STATEMENT OF THE AVERAGE ANNUAL MANPOWER

Name of tenderer	
Address	
Tel.	
E-mail	

I hereby certify that over the last three years an average of *(indicate number)* technically qualified staff has been employed by the company for executing travel services.

Role/Profile:

Role/Profile:

Role/Profile:

Role/Profile:

Role/Profile:

Date:.....

Full name:

Original signature and stamp:.....

4.3.4 Award criteria documentation

4.3.4. A) TECHNICAL PROPOSAL FORM

The technical proposal must be consistent and in line with the Technical Specifications.

Please note that the basis of assessment for award criterion 1 will be the tenderers reply to the entirety of the set of questions below, as a whole (maximum of 25 points for award criterion 1).

The tenderers must answer all the questions below in the text boxes provided. Tenderers can extend the answers to questions in the Technical Proposal form on 50 pages maximum.

1	<i>Describe how the contract implementation will be organised in order to guarantee efficiency and quality of the provision of services to ECHA.</i>
2	<i>Demonstrate your ability to proactively provide solutions to optimize travel time and improve cost efficiency (please provide at least one example).</i>
3	<i>Demonstrate the selection of hotels and meeting venues across EU member states at your disposal and the availability of lists of preferred hotels with special rates.</i>
4	<i>Describe the composition, size and balance of skill mix of your proposed team: profiles, team roles and responsibilities of all team members, including resource back-up.</i>
5	<i>Describe the level of support that will be required from ECHA to ensure a successful implementation.</i>
6	<i>Describe your alert systems for travel disruptions and contingency plans.</i>
7	<i>Describe your services provided outside the normal working hours (out-of-hours), as well as during weekends and holidays, emergency assistance and hotline support .</i>
8	<i>Describe your escalation process when your organization receives a complaint.</i>
9	<i>Describe the processes and technologies used for managing small meetings e.g. less than 50 participants.</i>
10	<i>Describe the processes and technologies used for managing big meetings e.g. more than 50 participants.</i>

4.3.4. B) SERVICE LEVEL AGREEMENT FORM

SERVICE STANDARDS			MEASUREMENT	Minimum required
	Service detail	Proposed Target		
Bookings via GDS				
Phone	Travel Agency telephone Response times	....% within 20 seconds	Monthly report from call tracking system	80%
E-mail / Touched Bookings	Travel Agency Confirmation Time	....% within max 3 working hours and in case of urgency within 1 hour, from when sent by ECHA	Monthly report	80%
Booking Changes	Travel Agency Confirmation Time	....% within max 3 working hours and in case of urgency within 1 hour, from when sent by ECHA	Monthly report	80%
Non GDS bookings				
All booking channels	Travel Agency Confirmation Time	According to third party response time (target 8h)%	Monthly report	80%
Fare Options				
Bookings (air, hotel, car etc.)	The Lowest Applicable Fare must be offered according to ECHA Missions guide, incl. "web fares"	....%	Monthly report	80%
Confirmation & Ticketing				
Ticketing Time / delivery	Ticketing / delivery as requested by traveller or travel arranger (or ticketing according to supplier ticketing rules)	....days / day(s) (or according to the last ticketing day) / - e-tickets 1 day prior to departure	Number of complaints received	2 days / 1 day (or according to the last ticketing day) / - e-tickets 1 day prior to departure
Invoicing				
a) Transport: b) Hotel:	a) Once the ticket has been ticket/ issued. b) To be paid directly to the hotel and then invoiced to	b)....% paid to hotel	Monthly invoice	70%

	ECHA			
Complaint Ratio –				
Overall Accuracy of Travel Documents - Confirmations, Itineraries, ticket deliveries, Invoices, refund, visas, passport requirements	Complaints received and logged against total number of transaction	Complaint ratio must not represent... % of total number of transactions starting 90 days after start up.	Number of complaints received	Complaint ratio must not represent 0,5 % of total number of transactions starting 90 days after start up.
Refunds				
Handling of unused tickets (handled via the agency)	Refunding (crediting) ECHA Account	ECHA Accounts must be credited within.... working days (100%, for 3rd party refunds crediting as soon as payment is received)	Monthly report	Max 5 days
Reporting				
Monthly SLA & Purchases Reports	Provided by the key account mgr	Delivered latest by the.... day of the following month	Report sent within agreed timelines	Every 15 th day of the month

NOTE: please fill in your proposed target in % or day(s) where applicable.

Please note that every point will correspond to 2,5 points in the total maximum of 25 points for award criterion 2.

4.3.4.C) FINANCIAL FORM

Tenderers must use the following format to submit their financial proposal.

The prices should be submitted in EUR excluding VAT. Any VAT amounts shall be quoted separately (if applicable).

Name of the tenderer _____

Signature _____

Date _____

TRANSACTION FEES

SERVICE	SERVICE FEE / PER TRANSACTION	ESTIMATED PERCENTAGE OF TOTAL TRANSACTION	
1. FLIGHT TICKETS		40%	
Domestic			
Nordic & Baltic countries			
Europe			
Longhaul destinations			
Internal flights abroad			
Airlines bookable through their own internet			
Mileage Award flights			
Charter flights			
2. HOTEL RESERVATIONS			
Domestic hotels/payment directly to the hotel		40%	
Hotel reservations abroad/payment directly to the hotel			
Hotel reservations outside of GDS			
Hotel reservations abroad/voucher payment			
Subtotal 1. points 1&2 affected with 40% weighting	Total amount of points 1 & 2:		40% of the total amount:
3. CAR RENTAL			5%
Reservation only / payment upon renting			
Voucher payment abroad			
4. FERRY TICKETS			
Ferry ticket reservation			
Serial tickets to Tallinn			
5. TRAIN TICKETS			
Domestic			
Abroad			
6. BUS TICKETS			
Domestic			
Abroad			

7. TRAVEL PACKAGES		
Service fee		
8. VISA		
Service fee		
Subtotal 2/ points 3-8 affected with 5% weighting	Total amount of points 3 to 8:	5% of the total amount:
9. GROUP BOOKINGS		50%
Service fee per hour		
Setting up a web base reservation site for groups		
Group Registration		
Travel arrangements service fee/ Europe / per person		
Travel arrangements service fee/ Baltic / per person		
Invoicing fee (5-50 participants)		
Invoicing fee (more than 50 participants)		
Hotel booking service fee		
10. MEETING AND EVENT SERVICES		
Fee/person		
Subtotal 3/ points 9&10 affected with 50% weighting	Total amount of points 9 & 10:	50% of the total amount:
11. TICKET DELIVERIES		5%
By mail		
By courier		
Express delivery		
Delivery at the airport		
12. OTHER SERVICES		
Tickets to cultural/sport events, entrance fees, restaurant bookings		
Local transfer in Brussels		
Travel packages		
Invoicing fee (group, meeting or event invoice)/person		
Invoicing fee for a monthly invoice		
Annual fee for the online service/client		
Signing up for the online service/client		
Online service transfer fee/client		
13. CHANGES		
Ticket changes, cancellations, refunds/ticket		
Helpdesk/ticket when using the online system		
14. 24 hours service		
Service fee		

15. Reporting		
Monthly report fee		
Additional report fee		
Subtotal 4/ points 11-15 affected with 5% weighting	Total amount of points 11 to 15:	5% of the total amount:
FINAL PRICE Total	Subtotals 1+2+3+4:	*Financial Offer:

Company name:

Date and signature:

PLEASE NOTE: The boxes have to be filled in. Only one price should be indicated per box. Any comment, any empty box or more than one price indicated per box will lead to exclusion of the award of the tender.

* The financial offer is the sum of the 4 subtotals, after weighting

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	Section	Coordinat or or group leader in joint bid	All partners in joint bid	Single or Main contract or	Sub-contract or
Power of attorney of partners in joint bid indicating the group leader (see Section 4.3.1)	1		■		
Letter of intent of subcontractor (see Section 4.3.1)	1				■
Legal Entity Form (see Section 4.3.1) Download the form from : http://ec.europa.eu/budget/execution/legal_entities_en.htm	1	■	■	■	■
Supporting documents for the Legal Entity File Form	1	■	■	■	
Financial Identification Form (see Section 4.3.1) Download the form from: http://europa.eu.int/comm/budget/execution/ftiers_en.htm .	1	■		■	
Exclusion Criteria Form (see <u>Section 3.4</u> and Section 4.3.2)	2	■	■	■	■
Evidence of Economic and Financial Capacity (see <u>Section 3.1.1.2.1</u> and Section 4.3.3.A)	3	■	■	■	
Evidence of Technical and professional capacity (see <u>Section 3.1.1.2.1</u> and Section 4.3.3.D) See Section 4.3.3.C or go to the following page to fill in the CV: http://europass.cedefop.europa.eu/europass/previww.action?locale_id=1	3	■	■	■	■
Evidence of Technical and professional capacity: project reference form (see <u>Section 3.1.1.2.1</u> and Section 4.3.3.B)	3	■			

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

Description	Section	Coordinator or single tenderer
Technical offer (see Section 3.1.1.2.2 and Section 4.3.4.A and B)	4	■
Financial offer (see Section 3.1.1.2.3 and Section 4.3.4.C)	5	■