

ECHA/2014/344

Multiple Framework Service Contracts (in cascade)

Provision of Interim Staff to ECHA in Helsinki

**Open procurement procedure
Contract notice: 2014/S 224-394999**

**Specifications
Model Framework Contract**

CONTENTS

1	THE SERVICES (TECHNICAL SPECIFICATIONS)	3
1.1.	BACKGROUND	6
1.2.	DESCRIPTION OF TASKS	6
1.3.	DESCRIPTION OF DELIVERABLES.....	9
2	THE CONTRACT	10
2.1	THE NATURE OF THE CONTRACT	10
2.2	STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS	10
2.3	VOLUME OF THE CONTRACT	11
2.4	PLACE OF PERFORMANCE	11
2.5	TERMS OF PAYMENT	11
2.6	LIABILITY	11
2.7	DATA PROTECTION	12
2.8	IMPLEMENTATION OF THE CONTRACT.....	13
3	THE PROCUREMENT PROCEDURE	15
3.1	PREPARATION AND SUBMISSION OF THE TENDER.....	15
3.2	CONTACT BETWEEN THE TENDERER AND THE AGENCY	22
3.3	OPENING OF THE TENDERS	23
3.4	EVALUATION OF THE TENDERS	23
3.5	AWARD OF THE CONTRACT	26
4	ANNEXES	29
4.1	CONTRACTUAL DOCUMENTATION	29
4.2	PROCUREMENT DOCUMENTATION	56
4.2.1	<i>Eligibility documentation</i>	56
4.2.2	<i>Exclusion criteria documentation</i>	65
4.2.3	<i>Selection criteria documentation</i>	67
4.2.4	<i>Award criteria documentation</i>	76
4.2.5	<i>Checklist of documents to be submitted</i>	79

SUMMARY

Contracting authority	The European Chemicals Agency (ECHA) in Helsinki.
Procedure	Call for Tenders with publication of a Contract Notice in the Official Journal of the EU. Open procedure.
Purpose	Selection of at least three service providers to provide ECHA with interim staff and ensure administration of these interim staff.
Scope of services	The services to be provided under the contract consist in the provision of interim staff requested by the Agency.
Duration of contract	The contract shall have an initial duration of 24 months. The contract shall be renewed automatically up to 2 times, each time for a period of 12 months under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other contracting parties not later than three months before the expiry of the framework contract.
Submission of offers	Each tenderer can only submit one offer.
Volume (indicative)	<p>The maximum total value of the framework contract is estimated at 8.000.000 €.</p> <p>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 European Chemicals Agency and the contractor during their period of validity.</p> <p>The indicated budget is a contractual budgetary ceiling. It is the potential maximum value of the contract over its whole duration.</p> <p>The estimate given above is purely indicative and does not bind the Agency in any way. The figure may be subject to revision.</p>
Contract	The European Chemicals Agency will sign a FWC with at least 3 successful Tenderers offering best value for money.
Places of delivery	The place of performance of the services shall be ECHA's premises.
Variants	Not permitted.
Joint offers	Permitted as described in the current document.
Subcontracting	Permitted as described in the current document.

INTRODUCTION TO ECHA

The European Chemicals Agency (ECHA) is the driving force in implementing the EU's ground breaking chemicals legislation for the benefit of human health and the environment. ECHA was founded in 2007 and is based in Helsinki, Finland. We are a modern, science-driven organisation which has grown rapidly to become one of the largest EU agencies.

ECHA has regulatory tasks related to four pieces of EU legislation¹: Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH); Classification, Labelling and Packaging of substances and mixtures (CLP); Biocidal Products Regulation (BPR); and the Prior Informed Consent (PIC).

The purpose of REACH is to ensure a high level of protection of human health and of the environment; to promote alternative methods to animal testing to assess the hazards of chemicals; to facilitate the free circulation of substances within the single market; and to enhance competitiveness and innovation.

The purpose of CLP is to ensure a high level of protection of human health and of the environment, as well as the free movement of substances, mixtures and certain articles, by harmonising the criteria for the classification of substances and mixtures, and the rules on labelling and packaging.

BPR aims to harmonise the European market for biocidal products and their active substances while providing a high level of protection for humans, animals and the environment. The Regulation has entered into operation in September 2013.

PIC sets requirements for the import and export of certain hazardous chemicals. The regulation implements the Rotterdam Convention at EU level. The Regulation has entered into operation in March 2014.

ECHA's Mission

ECHA is the driving force among regulatory authorities in implementing the EU's groundbreaking chemicals legislation for the benefit of human health and the environment as well as for innovation and competitiveness. ECHA helps companies to comply with the legislation, advances the safe use of chemicals, provides information on chemicals and addresses chemicals of concern.

ECHA's Vision

ECHA aspires to become the world's leading regulatory authority on the safety of chemicals.

ECHA's Values

Transparent

We actively involve our regulatory partners and stakeholders in our activities and are transparent in our decision-making. We are easy to understand and to approach.

Independent

We are independent from all external interests and impartial in our decision making. We consult members of the public openly before taking many of our decisions.

Trustworthy

Our decisions are science based and consistent. Accountability and the security of confidential information are cornerstones of all our actions.

Efficient

We are goal-oriented, committed and we always seek to use resources wisely. We apply high quality standards and respect deadlines.

Committed to well-being

We stimulate the safe and sustainable use of chemicals to improve the quality of human life in Europe and to protect and improve the quality of the environment.

More information about the Agency, its structure and activities can be found on the Agency website², where also the Work Programme 2014³ and the Multi-Annual Work Programme⁴ can be found.

LEGAL FRAMEWORK OF ECHA PROCUREMENT

The present Call for Tenders is governed by the Financial Regulation of the European Chemicals Agency (ECHA), which refers to the Financial Regulation (EU, EURATOM) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union (hereinafter referred to as the Financial Regulation), and repealing Council Regulation (EC, Euratom) No 1605/2002; as well as to the Commission Delegated Regulation (EU) No 1268/2012 of 29.10.2012 on the Rules of Application of the Financial Regulation No 966/2012 (hereinafter referred to as the Rules of Application), as the regulatory framework for the procurement and contract management of the Agency.

In submitting his tender, the tenderer accepts in full and without restriction the requirements of these Tender Specifications and the Special and General Conditions governing this Contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation may lead to the rejection of the tender. No account can be taken of any reservation expressed in the tender as regards the tender dossier (if necessary, clarification may be requested by the potential tenderer concerned while the tender submission phase is open – see point 8, first paragraph, of the Invitation to Tender); any reservation may result in the immediate rejection of the tender without further evaluation.

¹ On the ECHA web site, the REACH, CLP, BPR and PIC Regulations are located in section "Document Library"

² <http://echa.europa.eu/>

³ On the ECHA web site, the ECHA Work Programme 2014 is located in section "Document Library".

⁴ On the ECHA web site, the ECHA Multi-annual Work Programme is located in section "Document Library".

1 THE SERVICES

1.1. BACKGROUND

The Agency is a multicultural working place with staff of diverse professional backgrounds, originating from all over Europe where the working language is English. ECHA has approximately 600 staff members.

ECHA may need temporary workforce through temporary employment agencies, complementary to its statutory staff, for the following reasons:

- to replace staff absent due to maternity leave, parental leave, sickness or other reasons;
- to cope with peak periods which require additional workforce for a fixed period of time;
- to carry out, on a temporary basis, tasks which require specific competencies which are not available within ECHA.

Temporary workforce through temporary employment agencies will be referred to as "interim staff".

Temporary employment agencies will be referred to as "contractor".

The purpose of this open procurement procedure is to supply ECHA with interim staff and ensure administration of these interim staff.

To that end, ECHA envisages concluding a "multiple framework contract" with minimum three service providers, the purpose being the provision of interim staff, in accordance with the specifications and performance terms described in the present document and as part of the model framework contract (section 4.1).

"Multiple framework contract" means that the same framework contract is concluded between ECHA and a number of contract companies, suppliers or service providers, with a view to ensuring that one or other of the contractors executes a contract successively (in cascade), in accordance with the list, in decreasing order, of tenderers defined as per the contract-allocation criteria. ECHA signs a separate contract with each contractor.

According to this "cascade" allocation principle:

- in the event of an order, the ECHA human resources unit (HR unit) will contact the first contractor;
- if the aforementioned first contractor is unable to meet the request, the HR unit will contact the second contractor, then the third contractor;
- in the event of termination of one of the contracts, the list, in decreasing order, will be adapted, although the initial sequence will be retained.

1.2. DESCRIPTION OF TASKS

The overall objective of the contract is to provide ECHA with the necessary interim staff within a pre-defined timeframe and in line with the requested competency profiles.

Interim staff is considered non statutory staff of the Agency and will be subject to Finnish employment law.

To this end the contractor shall comply with the relevant Finnish legislation on employment, taxes, social and pension contributions. The contractor shall ensure the fulfilment of all legal and financial obligations towards the interim staff, which include, in addition to the gross salary, all social and pension contributions foreseen by the Finnish law for the employer. Any irregularities would be the sole responsibility of the contractor, who would assume the consequences thereof vis-à-vis the Finnish authorities. Such irregularities may lead to termination of the framework contract between ECHA and the contractor.

The contractor shall employ and pay the interim staff assigned to ECHA in line with the national employment legislation and any applicable collective labour agreement(s); it being understood that the provision of interim staff to ECHA shall in no way lead to an employment relationship between the interim staff and ECHA. Hence the regulations applicable specifically to the ECHA statutory staff (Staff Regulations of Officials and Conditions of Employment of Other Servants of the European Community¹) shall not apply to the interim staff. Throughout the duration of the contract, the contractor remains the employer of the interim staff.

The contractor shall provide ECHA with interim staff who have the level of training, professional qualifications, experience and skills and competencies required by ECHA and shall take all measures and precautions to supply only interim staff who are trustworthy and of sufficient moral standing and whose general behaviour patterns are compatible with the exercising of their function.

To that end, the contractor shall ensure that the interim staff provided to ECHA is in possession of a certificate of good conduct.

The contractor shall include a confidentiality clause in the employment agreement concluded between the contractor and the interim staff and the requirement to fully respect the ECHA internal rules and code of conduct.

The interim staff shall be covered by the ECHA specific rules when going on business trip during their assignment at ECHA.

Profiles of interim staff

The interim staff may be required to perform tasks relevant to the following types of profiles:

1. secretary/clerical tasks,
2. administrative support,
3. communication support,
4. human resources support,
5. conference hostess or host,
6. conference organiser,
7. budgetary and financial accountancy support,
8. procurement and contract management support,
9. ICT staff (e.g. database administrator, system administrator/ architect/developer/programmer, support),
10. facilities/maintenance staff,
11. safety/security support,
12. scientific administrative support,
13. legal and regulatory affairs support,
14. driver (optional).

The various tasks categories listed above are generic descriptions. The profiles and skills required will be described in greater detail with each specific request.

¹ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CONSLEG:1962R0031:20140101:EN:PDF>

Request for interim staff shall be through order forms submitted by ECHA to the contractor. The definition and use "order forms" is described under section 2.8.

Specificities of ECHA's needs for interim staff

The Contractor will ensure that the staff proposed has the ability to work in a multilingual, and multicultural environment. Interim staff shall have a good command of written and spoken English (European language level C1 on written and spoken)², which will be the predominant language of internal communication in ECHA. For certain posts, an adequate knowledge of other languages (e.g. Finnish, French) may be required. Any specific language requirement will be explicitly indicated for each post in the order form.

Working conditions of interim staff

The contractor will ensure that the interim staff working at ECHA is subject to the following working conditions:

1. They will be assigned to ECHA headquarters in Helsinki.
2. For each new assignment, there will be a trial period of three weeks during which ECHA may at any time, and without notice, terminate the assignment and request that the interim staff member be replaced by another suitable interim staff.
3. The tasks performed by the interim staff member will be agreed between the interim staff and his/her superior in ECHA.
4. A confidentiality agreement will be signed between the interim staff and ECHA before commencement of his/her assignment.
5. Travelling to the ECHA offices and related expenses are not reimbursed to either interim staff or contractor.

Working hours and Holidays

1. The normal working week shall be 40 hours. Core hours shall be identical to those applicable to statutory staff, i.e. 09:30-11:30 and 14:30-16:00. ECHA will not pay any hours worked above a weekly total of 40 hours, unless overtime work is expressly authorised by ECHA, in writing.
2. Interim staff shall be required to clock into/out of the time management system provided by ECHA. This will enable them to benefit from the same flexible working-hours management tool available to ECHA staff, the possibility of adapting working hours outside of the core hours and the possibility to gain additional hours over the current month. The additional hours cumulated during a month can be taken as time off, in accordance with the applicable flexi-time rules in ECHA.
3. Public holidays in force at the Agency called "ECHA Holidays" shall be communicated to the contractor in writing, on an annual basis, before the end of the current year, for the next year. These days may be different from Finnish public holidays. ECHA will pay the "ECHA holidays" at the normal daily price. Any extra-rate payment due under Finnish employment law is at the expense of the contractor.

Overtime

As a rule, ECHA shall not require overtime for interim staff. However, in exceptional circumstances, ECHA reserves the right to request from the contractor a service provision in the form of overtime. The overtime must be subject of an order form and only overtime ordered on a formal basis by ECHA will be remunerated, in accordance with the applicable Finnish legislation and collective contract(s).

² <http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>

Absences

Any absence on the part of the interim staff shall be considered by ECHA as an interruption of the service provided by the contractor and as a "fault" on the part of the interim staff, except in cases of sickness substantiated by a medical certificate, holiday and time off as compensation for overtime, duly authorised in advance by the relevant line manager.

In the event of extended sickness on the part of the interim staff (more than five working days), or in the event of extended non-availability (e.g. maternity leave), the contractor shall provide a replacement solution on the sixth working day of absence.

Duration and nature of the assignment

The contractor shall guarantee that interim staff does not acquire any legal right with respect to ECHA under Finnish employment law by reason of duration or other circumstances of their employment in the Agency. The contractor undertakes to keep ECHA updated on the situation regarding length of employment or other circumstances that may give rise to claims on the part of interim staff.

No contract of employment shall be established between ECHA and the interim staff member.

Duration of each assignment of interim staff member to ECHA shall be specified in the relevant Order Form (described under section 2.8).

Reports and documents

On the 25th of every month, the contractor will provide ECHA a list of the interim staff in place, with the names, nationalities, starting and ending dates and applicable daily rates;

All the invoices introduced monthly to ECHA, shall be accompanied by a relevant monthly time-report that shall correspond to the ECHA timesheets. The contractor shall send the invoices only after the checking both timesheets. Invoices will include the name of the interim, the commitment reference the number of invoiced days and the daily rate.

Every quarter, the contractor will provide ECHA a report on the feedback collected from the interims and the Agency itself and the measures taken.

1.3. DESCRIPTION OF DELIVERABLES

In order for interim staff to be administered efficiently, and for the smooth implementation of the framework service contract, qualified and experienced experts will be needed.

The contractor shall appoint one contract manager assisted by minimum one assistant. The contract manager shall have minimum of three years of experience in provision and management of interim staff in Finland, and knowledge of the Finnish labour law applicable to temporary work in Finland. The assistant(s) shall have minimum one year of experience in placement of interim staff. The contractor will ensure availability of its personnel throughout the year, including June, July and August, to execute the tasks of this contract.

The contract manager and the assistant(s) must have a good knowledge of spoken and written English and Finnish (European language level C1 on written and spoken)³.

The contract manager responsible on the contractor's side for the relation with ECHA will be in charge of the following:

- Provide a permanent contact between ECHA and the contractor in all matters relating to the implementation of the framework contract, in particular aspects related to the pool of candidates, orders and invoicing, as well as advice on legal matters;
- Advise the HR unit concerning issues that may be encountered in relation to interim staff, under the applicable labour legislation;

³ <http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>

- Understand the needs of the agency and constantly update its CV pool to ensure that the profiles required by ECHA are available at short notice;
- Provide induction training and information package to interim staff before starting their work with ECHA, including working conditions at ECHA (e.g. working time rules, etc.);
- Any other task of an administrative nature that may arise, in connection with implementation of the framework contract.

Meetings will be organised with ECHA representatives, at ECHA premises, to review ongoing issues whenever it is necessary and exchange information on the feedback collected by the contractor from the interim staff and the performance of the interim supplied;

The contractor shall be available to meet the interims once a month, at the ECHA premises.

2 THE CONTRACT

2.1 THE NATURE OF THE CONTRACT

Multiple Framework service contract with several operators in cascade to provide the service of interim staff.

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 contracts" or "orders" concluded in performance of the Framework Contract. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. Signature of the Framework Contract does not place the Agency under any obligation to place an assignment. The Framework Contract does not preclude the Agency from assigning tasks in the areas set out above to other Contractors or from having these tasks carried out by the Agency staff.

2.2 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

A model Framework contract is provided at section 4.1.

The contract shall enter into force on the date on which it is signed by the last contracting party. The envisaged entry into force of the contract is Q1 2015.

The contract shall have an initial duration of 24 months. The contract shall be renewed automatically up to 2 times, each time for a period of 12 months under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other contracting parties not later than three months before the expiry of the framework contract. The maximum duration of the framework contract shall be four years.

Order forms under the framework contract must be signed before the expiry date of the framework contract, but they can be executed up to a maximum of 6 months after this date.

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

The tasks will be determined in particular by one or more order forms to be signed under the framework contract.

The execution of the tasks – by means of the signature of individual purchase orders under the framework contract - may not start before both the framework contract and subsequent purchase order(s) have been signed by both parties.

2.3 VOLUME OF THE CONTRACT

Estimated total value of the purchases for the entire duration of the framework contract, excluding VAT is EUR 8 million.

The above information does not create any commitment on the part of ECHA in terms of the volume of the interim staff to be actually ordered. ECHA reserves the right to adjust the volume of the interim staff used on the basis of its needs. In no event may the contractor demand a minimum service-provision.

ECHA may exercise the option to increase the estimated market amount at a later stage via negotiated procedure with the successful tenderers in accordance with Art. 134 1(f) of the Rules of Application.

2.4 PLACE OF PERFORMANCE

The main place of performance is at the European Chemicals Agency (ECHA), Annankatu 18, 00120 Helsinki, Finland.

2.5 TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.4 & II.15 of the model framework service contract (Section 4.1).

The schedule and the procedure for the approval of payments and the documents to be submitted are described in the model Framework Service Contract in Articles I.4, II.15 and II.17 (except the provisions referring to reimbursement of travel expenses, which do not apply for interim staff).

2.6 LIABILITY

2.6.2 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.

2.6.3 Subcontracting

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

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

During execution of the contract, the contractor will need the Agency's express 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.18 of the contract may be applied to sub-contractors.

Once the contract has been signed, Article II.7 of the above-mentioned contract shall govern the subcontracting.

2.7 DATA PROTECTION

Any response to the invitation to tender will require the recording and further processing of personal data (name, address, CV, for example). This data will be processed in accordance with the requirements of Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. Except if mentioned otherwise, replies to questions and personal data are necessary for the purpose of assessing a tender according to the specifications of the invitation to tender and will only be processed by the Agency's Data Controller for this purpose. A tenderer may, upon request, obtain the communication of personal data and rectify any inaccurate or incomplete personal data.

Any queries concerning the processing of personal data should be addressed to 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 by ECHA, any personal data shall be processed pursuant to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 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. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the contract without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

The contractor shall have the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.

The contractor shall have right of recourse at any time to the European Data Protection Supervisor.

Where the Contract requires the processing of personal data by the contractor, 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.

2.8 IMPLEMENTATION OF THE CONTRACT

Selection of interim staff

- A. ECHA will submit a request for interim staff to the first ranked contractor, in accordance with the order of priority established at the time of the award of the framework contract, with an advance notice of approximately ten (10) working days before the starting date of the work assignment, by sending an email specifying:
 - o The job title and job description for the assignment to be performed by interim staff
 - o The qualifications, professional experience and competency profile required
 - o The expected timeframe (starting date and duration) of the assignment(s)
 - o The number of staff required,
 - o The justification for the assignment.
- B. The contractor shall provide ECHA with access to its online database containing profiles of available candidates divided in accordance with the types of profiles mentioned in paragraph 1.2. ECHA shall have direct access to the contractor's database for the purposes of consulting the profile of the available candidates.

- C. Should the contractor be unable to provide access to a database, it shall supply ECHA at least 3 Europass' CVs⁴ of candidates whose profiles match the requirement of the job, by email, within a maximum of 3 working days.
- D. ECHA shall have the right to invite for interview at its premises one or more (a maximum of 5) of the candidates proposed by the contractor at the expense of the contractor.
- E. ECHA shall judge whether the candidates proposed are suitable, depending on the profile or profiles requested. Should none of the candidates proposed by the contractor be suitable for the job, the second supplier in the cascading contract system shall be contacted. If the second contractor is unavailable, or is not able to provide suitable candidates, the third contractor will be contacted following the same mechanism.

When selecting the CVs, the contractor shall act exclusively in the interests of ECHA and with a view to sending ECHA the best candidates available, avoiding any preferential treatment towards a specific candidate and without accepting any type of internal or external influence.

Placement of the order form

Once a suitable interim staff member has been selected by ECHA, the Agency shall submit to the contractor an order form indicating the name of the person, the position, the period of the assignment and the price of the service provided by the interim staff. According to the applicable financial rules, the order form shall cover the entire period of the assignment.

In the absence of a reply within 3 working days or in the event of acceptance of only part of the order, or in the case of rejection of the order, or in the case the CVs offered do not meet the job requirements, ECHA shall, under the same conditions, approach the second contractor.

Given the short reaction times imposed by the urgency of the services to be provided, and the possibility that the volume of an order will exceed the supply capacity of a single contractor, ECHA may distribute the same order "in cascade" amongst a number of contractors, in other words, if the first contractor accepts only part of the order, the unaccepted part will be offered to the next contractor on the list.

In the event that no contractor is able to offer a candidate suitable for the job, ECHA may send out a specific order, independent of the multiple framework contract, to an interim service provider of its choice.

Execution of order

Assignments must commence on the date indicated on the order form.

The contractor will send the order form back to ECHA, duly signed, within 3 working days. Once the order form is signed by both parties the assignment can start.

ECHA will appoint a representative to act as "ECHA interim coordinator" for the provision of interim staff under this contract (see also section 1.2).

⁴ <http://europass.cedefop.europa.eu/europass/home/vernav/Europass+DocumentsEuropass+CV/navigate.action>

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.).

Tender documents can be submitted in any of the official languages of the European Union. Tenders must include the following information:

- all the information and documents requested by the Agency in order to assess the tender;
- the price in euro, filled in the form of the Financial offer (section 4.2.4);
- one specimen signature of an authorised agent (preferably in blue ink) on the legal entity form⁷, and a statement from the same agent confirming the validity of the tender;
- the name and contact details of a contact person in relation to the submission of the bid.

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

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

3.1.1.2 Content of the tender

3.1.1.2.1 Section One: Administrative proposal

Eligibility documentation

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

To identify himself the tenderer must fill in a Legal Entity Form⁵ and a Financial Identification Form⁶ (section 4.2.1)

All tenderers must provide their legal entity form as well as the evidence indicated at the bottom of that form. The **Legal Entity Form** is to be signed by a representative of the tenderer authorised to sign contracts with third parties.

The **Financial identification** form shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker (see also instructions at the bottom of the Financial identification form).

⁷⁻⁵ This form is available at:

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

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

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).

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

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

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

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

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

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

If the tenderer envisages subcontracting, the tender must include:

- a **document**⁸ clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent**⁹ by each proposed subcontractor stating its intention to collaborate with the tender if the tenderer wins the contract and their willingness to accept the tasks and the terms and conditions set out above, in particular article II.18 of the draft service contract.

Exclusion criteria documentation

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

⁷ Section 4.

⁸ To be provided in free format

⁹ See Section 4.2.1

¹⁰ See Section 4.2.2

- state whether or not they are in one or more of the situations referred to in Articles 106 and 107 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.

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 106 and 107 of the Financial Regulation after they have been given the opportunity to present their observations.

These penalties are detailed in Article 109 of the Financial Regulation and Articles 142 and 145 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 tenders¹¹.

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

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

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

In case of joint offer, or sub-contracting for which the total amount envisaged is above 30% of the total contract value, evidence of the ability of the entity involved in the joint offer or the potential subcontractor(s) to perform the tasks

¹¹ See Section 4.2.3

entrusted to him/them shall be included in the offer. Such evidence is the same as that also required from the tenderer, as described and identified above.

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

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

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

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

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

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

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

Evidence of the technical and professional capacity of the economic operators involved in the tender must be provided on the basis of the following documents:

a) Evidence for selection criterion 2.1:

The tenderer must provide a copy of a declaration or certificate of enrolment in a professional or trade register.

b) Evidence for selection criterion 2.2:

The tenderer must provide the table "**INTERIM STAFF MEMBERS IN THE DATABASE**" (see Annex 4.2.3.1) filled in indicating:

- the number of interim staff available in its data base distributed by profile,
- the number of interim staff capable to perform the work in the working language of the Agency (at least level B2 in English).

Please note, that the tenderer should not provide any CVs for the proof of selection criterion 2.2.

¹² See Section 4.2.3

c) Evidence for selection criterion 2.3:

The tenderer must provide the CVs of the proposed staff (1 contract manager, 2 assistants) in the Europass CV¹³ format (see Annex 4.2.3.2).

d) Evidence for selection criterion 2.4:

The tenderer must provide 3 contract reference forms (Annex 4.2.3.3) for each year (2011, 2012 and 2013). Please be reminded that at least one contract reference per year needs to be related to an international client.

3.1.1.2.2. Section Two: Technical proposal

Qualitative award criteria documentation

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

Assessment basis for award criterion AW1:

- A detailed description of the proposed methodology for the provision of interim staff that matches the ECHA requirements including:
 - a detailed description of the different sourcing methods proposed to be used,
 - a detailed proposed methodology regarding the selection of the candidates and the establishment of the pool of candidates (e.g. assessment of CVs, interviews and tests, in particular concerning language and computer skills, assessment centres, etc).

Assessment basis for award criterion AW2:

- A detailed description of the tenderer's methodology for the timely provision of a sufficient amount of suitable candidates per request in respect to ECHA's needs.

¹³ <http://europass.cedefop.europa.eu/europass/home/vernav/Europass+DocumentsEuropass+CV/navigate.action>

Assessment basis for award criterion AW3:

- A detailed description of the proposed procedure for the timely preparation of the contracts, monitoring and reporting systems, quality checks, level of administrative flexibility and the role of the focal contact point, set up of the team.

Assessment basis for award criterion AW4:

- A detailed description of the proposed induction training provided to the interim staff;
- A detailed description of the proposed way for processing feedback between interim staff and ECHA, with regard to the performance of interim staff employed;

3.1.1.2.3. Section Three: Financial proposal

Financial award criteria documentation

Tenderers must use the financial form¹⁴ to formulate their financial proposal.

The financial offer includes a price grid per category of interim staff and a price table for a scenario, based on the estimated needs per profile, for the purposes of the evaluation of the tenders.

The tenderers attention is drawn to the fact, that:

- 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 Union is exempt from VAT;
- prices shall not be conditional and be directly applicable by following the technical specifications;
- prices shall be fixed and not subject to revision throughout the whole duration of the contract (maximum 4 years).

Tenderers must use the price reference table enclosed (section 4.2.4) to formulate their financial proposal.

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.

¹⁴ See section 4.2.4

3.1.1.3 Form of the tender

The tender must be submitted under double sealed cover/envelope.

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/2014/344*" and "*Not to be opened by the internal mail service*". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape. The inner envelope must also contain three sealed envelopes, one containing the administrative proposal, the second the technical proposal and the third the financial bid. Each of these envelopes must clearly indicate the content. The administrative proposal, the technical proposal and the financial bid must be submitted, in duplicate (one set of originals and one set of copies).

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.

Variants are not allowed. Lots 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 08/01/2015 (date as postmark); to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2014/344
Finance Unit R1
PO Box 400
Annankatu 18
00121 Helsinki
Finland*

- b) or sent by courier services, no later than 08/01/2015 (date of deposit slip), to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2014/344
Finance Unit R1
Annankatu 18
00120 Helsinki
Finland*

- c) or delivered by hand, in person or by an authorised representative no later than 17:00 hours Helsinki time on 08/01/2015, (date of acknowledgement of receipt by the Agency) to the address mentioned above.

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

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

Late delivery will lead to the exclusion of the tender from the award procedure for this contract. Offers sent by e-mail or by fax will also be non-admissible. Envelopes found open at the opening session will also lead to non-admissibility of the tender. Consequently, tenderers must ensure that their bids are packed in such a way as to prevent any accidental opening during its mailing (see also 3.1.1.3.).

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/2014/344 » to the following e-mail address:

opencalls@echa.europa.eu

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 14:00 on 16/01/2015 at the following location:

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

One 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.

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 106 and 107 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 form¹⁵ (see also section 3.1.1.2.1.).

Furthermore, contracts may not be awarded to tenderers who, during the procurement procedure are subject to a conflict of interest (criteria g) or are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information (criteria h) or fall into one of the situations as specified under criteria a) to f).

Stage 2 - application of selection criteria

These criteria will be assessed on the basis of the documents indicated under 3.1.1.2.1 Section One: Administrative proposal¹⁶.

<u>SELECTION CRITERIA</u>
1. FINANCIAL AND ECONOMIC CAPACITY
Sufficient financial and economic capacity to perform the contract, in terms of a minimum average annual turnover of at least EUR 3 million over the past three years.
2. TECHNICAL AND PROFESSIONAL CAPACITY
2.1 Enrolment in a professional or trade register as a company specialised in recruitment and placement of interim staff.
2.2 Interim staff capacity: For each profile listed under section 1.2, the tenderer should have a sufficient volume of interim staff available in its database: at least 5 interim staff members for each profile capable of working in English (at least B2 level).

¹⁵ See section 4.2.3

¹⁶ See section 4.2.3

2.3 Staff capacity:

The tenderer should have sufficient qualified staff available throughout the year to provide the services to the Agency:

- At least 1 Contract manager meeting the following requirements:
Education:
 - university level education.Experience:
 - minimum 3 years of experience in placement of interim staff and of which a minimum of 1 year for international clients,
 - knowledge of spoken and written English and Finnish at level C1 in the common European framework of reference for languages.

- At least 2 Assistants meeting the following requirements:
Education:
 - university level education.Experience:
 - minimum 1 year in placement of interim staff,
 - knowledge of spoken English and Finnish at level C1 in the common European framework of reference for languages.

2.4 Project Capacity

The tenderer must have sufficient recent experience: over the last 3 years annually at least 3 service contracts for the provision of interim services of which at least 1 per year with an international client.

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 (see also section 3.1.1.2.1).

Stage 3 - application of award criteria

The contract will be awarded to the most cost-effective tenders (offers the best value for money). The following award criteria will be applied:

No	Qualitative award criteria	Weighting (maximum points)
1.	Quality of the methodology to establish a pool of candidates for ECHA's needs.	30
2.	Quality of the proposal to respond to ECHA's requests for interim staff: Timely provision of a sufficient amount of suitable candidates per request in respect to ECHA's needs.	30
3.	Quality of the proposed management of contracts and role of focal point: Procedure for timely preparation of contracts, monitoring and reporting systems, quality checks, level of administrative flexibility, role of the focal point, set up of the team.	30
4.	Quality of the induction training and information provided to interim staff before starting and during their assignment period at ECHA.	10
Total number of points		100

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

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

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

Final Evaluation	
	$1000 * (\text{Total Quality Points} / \text{Price})$

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

3.5 AWARD OF THE CONTRACT

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

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

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

The procurement procedure may be concluded by a contract signed by the parties. In this case, the General Terms and Conditions applicable to Framework 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 106(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 106(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 106 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 CONTRACTUAL DOCUMENTATION

Framework Service Contract for the provision of interim services to ECHA

Framework contract number – ECHA/2014/344

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

on the one part, and

[full official name]
[official legal form]¹⁷
[statutory registration number]¹⁸
[full official address]
[VAT registration number]

[(hereinafter referred to as 'the contractor'),][represented for the purposes of the signature of this framework contract by *[forename, surname and function,]*]

[The parties identified above and hereinafter collectively referred to as the 'the contractor' shall be jointly and severally liable vis-à-vis the Agency for the performance of this framework contract.]

on the other part,

HAVE AGREED

to the **special conditions**, the **general conditions for service framework contracts**, the [model order form] [and] [model specific contract] and the following annexes:

Annex I – Tender Specifications (No ECHA/2014/344 of [insert date])

Annex II – Contractor's Tender (No ECHA/2014/344 of [insert date])

Annex III – Sample Order Form

Annex IV – Timesheet Form

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

- The terms set out in the special conditions shall take precedence over those in the other parts of the FWC.

¹⁷ Delete if the contractor is a natural person or a body governed by public law.

¹⁸ Delete if the contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

- The terms set out in the general conditions shall take precedence over those in the model order form and model specific contract.
- The terms set out in the model order form and model specific contract shall take precedence over those in the other annexes.
- The terms set out in the tender specifications (Annex I) shall take precedence over those in the tender (Annex II).
- The terms set out in the framework contract shall take precedence over those in the order forms and specific contracts.
- The terms set out in the specific contracts shall take precedence over those in the requests for service.
- The terms set out in the requests for service shall take precedence over those in the specific tenders.

I. Special Conditions

Article I.1. Subject matter

- I.1.1.** The subject matter of the FWC is the provision of temporary workforce for the European Chemicals Agency (ECHA) in Helsinki and related services.
- I.1.2.** Signature of the FWC imposes no obligation on the Agency to purchase. Only performance of the FWC through order forms or specific contracts is binding on the Agency.

I.1.3. Multiple framework contract

The contractor is selected for a multiple FWC in cascade in *[complete]* position.

Article I.2. Entry into force and duration

- I.2.1.** The FWC shall enter into force on the date on which it is signed by the last party.
- I.2.2.** Under no circumstances may performance commence before the date on which the FWC enters into force. Execution of the tasks may under no circumstances begin before the date on which the order form or specific contract enters into force.
- I.2.3.** The FWC is concluded for a period of 24 months with effect from the date on which it enters into force. Unless otherwise specified, all periods specified in the FWC are calculated in calendar days.
- I.2.4.** The order forms or specific contracts shall be signed by both parties before the FWC expires.

The FWC shall continue to apply to such order forms and specific contracts after its expiry. They shall be executed no later than six months after its expiry.

I.2.5. FWC renewal

The FWC shall be renewed automatically up to 2 times under the same conditions, unless written notification to the contrary is sent by one of the parties and received by the other three months before expiry 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 maximum amount of the FWC shall be EUR *[amount in figures and in word]*. However, this must in no way be construed as a commitment on the Agency to purchase for the maximum amount.

The unit prices of the services shall be as listed in Annex II and shall not be subject to revision.

Article I.4. Payment arrangements and performance of the framework contract

I.4.1. Multiple framework contract in cascade

Within 3 working days of an order form or a request for services being sent by the Agency to the contractor, the Agency shall receive the completed order form or a specific tender back, duly signed and dated.

Should the contractor be unavailable, it shall give reasons for refusal within the same period and the Agency shall be entitled to send the order form or request for

services to the next contractor on the list. In the event of failure to observe this deadline, the contractor shall be considered unavailable.

Within 3 working days of a specific contract being sent by the Agency to the contractor, the Agency shall receive it back, duly signed and dated. In the event of failure to observe this deadline, the contractor shall be considered unavailable.

The period allowed for the execution of the tasks shall start to run on the date the contractor signs the order form, unless a different date is indicated on the form.

Payments under the Contract shall be made in accordance with Articles II.15. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

I.4.2. Pre-financing

Pre-financing is not applicable for this contract.

I.4.3. Interim payment

Interim payments are not applicable for this contract.

I.4.4. Monthly payment

Payments under this contract will be done monthly.

Requests for monthly payment by the Contractor in accordance with the instructions laid down in Annex I shall be made at the end of each month. The Request for payment must be accompanied by:

- The signed Order form(s) during the month (Annex III);
- The timesheet(s) form(s) duly signed (Annex IV);
- The relevant invoice, indicating the reference number of the Contract and of the Orders to which they refer,

Within 30 days of the date of receipt of the invoice and approval of the above-mentioned supporting documents by the Agency, the payment corresponding to the invoice shall be made.

Article I.5. Bank account

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

Name of bank:

Full address of branch:

Exact designation of account holder:

Full account number including [bank] codes:

[IBAN¹⁹ code:]

Article I.6. Communication details and data controller

For the purpose of Article II.6, the data controller shall be the Agency.

Communications shall be sent to the following addresses:

The Agency:	Contractor:
European Chemicals Agency	[Full name]

¹⁹ BIC or SWIFT code for countries with no IBAN code.

Directorate R Unit R2 Annankatu 18 00120 Helsinki Finland Email: <i>[insert functional mailbox]</i>	<i>[Function]</i> <i>[Company name]</i> <i>[Full official address]</i> Email: <i>[complete]</i>
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Article I.7. Applicable law and settlement of disputes

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

I.8.2. Any dispute between the parties resulting from the interpretation application or validity of the FWC, which cannot be settled amicably, shall be brought before the courts of Helsinki.

Article I.8. Exploitation of the results of the FWC

I.8.1. Modes of exploitation

In accordance with Article II.10.2 whereby the Agency acquires ownership of the results as defined in the tender specifications (Annex I), these results may be used for any of the following purposes:

- a) use for its own purposes:
 - i. making available to the staff of the Agency;
 - ii. making available to the persons and entities working for the Agency or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies or Member States' institutions;
 - iii. installing, uploading, processing;
 - iv. arranging, compiling, combining, retrieving;
 - v. copying, reproducing in whole or in part and in unlimited number of copies.
- b) distribution to the public:
 - i. publishing in hard copies;
 - ii. publishing in electronic or digital format;
 - iii. publishing on the internet as a downloadable/non-downloadable file;
 - iv. broadcasting by any kind of technique of transmission;
 - v. public presentation or display;
 - vi. communication through press information services;
 - vii. inclusion in widely accessible databases or indexes;
 - viii. otherwise in any form and by any method.
- c) modifications by the Agency or by a third party in the name of the Agency:
 - i. shortening;
 - ii. summarising;
 - iii. modifying the content:
 - making technical changes to the content;
 - necessary correction of technical errors;
 - adding new parts or functionalities;
 - changing functionalities;
 - providing third parties with additional information concerning the result (e.g. source code) with a view of making modifications;
 - iv. addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.;
 - v. preparation in audio form, preparation as a presentation, animation, pictograms story, slideshow, public presentation etc.;

- vi. extracting a part or dividing into parts;
- vii. use of a concept or preparation of a derivative work;
- viii. digitisation or converting the format for storage or usage purposes;
- ix. modifying dimensions;
- x. translating, inserting subtitles, dubbing in different language versions:
 - English, French, German;
 - all official languages of EU;
 - languages used within EU;
 - languages of candidate countries;

d) the modes of exploitation listed in Article II.10.4.

e) rights to authorise, license, or sub-license in case of licensed pre-existing rights, the modes of exploitation set out in any of the points (a) to (d) to third parties.

Where the Agency becomes aware that the scope of modifications exceeds that envisaged in the contract, the Agency shall consult the contractor. Where necessary, the contractor shall in turn seek the agreement of any creator or other right holder. The contractor shall reply to the Agency within one month and shall provide its agreement, including any suggestions of modifications, free of charge. The creator may refuse the intended modification only when it may harm their honour, reputation or distort the integrity of the work.

I.8.2. Pre-existing rights and transmission of rights

All pre-existing rights shall be licensed to the Agency in accordance with Article II.10.3. The contractor shall provide to the Agency a list of pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article II.10.5.

I.9. Termination by either party

Either party may, unilaterally and without being required to pay compensation, terminate either the FWC and order forms or specific contracts by formally notifying the other party and by giving three months' notice. Should the Agency terminate the FWC, order forms or specific contracts, the contractor shall only be entitled to payment corresponding to the part-performance of the services ordered before the termination date. The first paragraph of Article II.14.3 shall apply.

For the Contractor,

*[Company name/
forename/surname
function]*

signature[s]

Done at [...], [date]

Induplicate in English.

For the Agency,

*[Forename/Surname
function]*

signature[s]

Done at Helsinki, [date]

II. General conditions for service framework contracts

Article II.1. Performance of the FWC

- II.1.1.** The contractor shall perform the FWC to the highest professional standards.
- II.1.2.** The contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for performance of the FWC under the laws and regulations in force at the place where the tasks assigned to it are to be executed.
- II.1.3.** Without prejudice to Article II.4 any reference made to the contractor's personnel in the FWC shall relate exclusively to individuals involved in the performance of the FWC.
- II.1.4.** The contractor must ensure that the personnel performing the FWC possesses the professional qualifications and experience required for the execution of the tasks assigned to it.
- 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 it does not belong to the European public service.
- II.1.6.** The contractor shall be solely responsible for the personnel who executes the tasks assigned to the contractor.

The contractor shall stipulate the following employment or service relationships with its personnel:

- a) personnel executing the tasks assigned to the contractor may not be given orders directly by the Agency;
 - b) the Agency may not under any circumstances be considered to be the employer of the personnel referred to in point (a) and the personnel shall undertake not to invoke against 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 one of the contractor's personnel working on the Agency's premises or in the event that the expertise of one of the contractor's personnel fails to correspond to the profile required by the FWC, the contractor shall replace them without delay. The Agency shall have the right to make a reasoned request for the replacement of any such personnel. The replacement personnel must have the necessary qualifications and be capable of performing the FWC under the same contractual conditions. The contractor shall be responsible for any delay in the execution of the tasks assigned to them resulting from the replacement of personnel.
- II.1.8.** Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the contractor shall immediately and on its 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 its obligations under this FWC. In such an event, the contractor shall give priority to solving the problem rather than determining liability.
- II.1.9.** Should the contractor fail to perform its obligations under the FWC or order form or specific contract, the Agency may - without prejudice to its right to terminate the FWC order form or specific contract or - reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, the Agency may claim compensation or impose liquidated damages in accordance with Article II.12.

Article II.2. Means of communication

II.2.1. Any communication relating to the FWC or to its performance shall be made in writing and shall bear the FWC number, and if applicable the order form or specific contract number. Any communication is deemed to have been made when it is received by the receiving party unless otherwise provided for in this FWC.

II.2.2. Electronic communication shall be deemed to have been received by the parties on the day of dispatch of that communication provided it is sent to the addressees listed in Article I.6. Without prejudice to the preceding, if the sending party receives a message of non-delivery to or of absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other party.

Electronic communication shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

II.2.3. Mail sent using the postal services is deemed to have been received by the Agency on the date on which it is registered by the department responsible referred to in Article I.6.

Any formal notification shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

Article II.3. Liability

II.3.1. The contractor shall be solely responsible for complying with any legal obligations incumbent on it.

II.3.2. The Agency shall not be held liable for any damage caused or sustained by the contractor, including any damage caused by the contractor to third parties during or as a consequence of performance of the FWC, except in the event of wilful misconduct or gross negligence on the part of the Agency.

II.3.3. The contractor shall be held liable for any loss or damage sustained by the Agency in performance of the FWC, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the relevant order form or specific contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the contractor or of its personnel or subcontractors, the contractor shall have unlimited liability for the amount of the damage or loss.

II.3.4. The contractor shall indemnify and hold the Agency harmless for all damages and costs incurred due to any claim. 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 during the performance of the FWC. In the event of any action brought by a third party against the Agency in connection with the performance of the FWC including any alleged breach of intellectual property rights, the contractor shall assist the Agency. Such expenditure incurred by the contractor may be borne by the Agency.

II.3.5. The contractor shall take out an insurance policy against risks and damage relating to the performance of the FWC if required by the relevant applicable legislation. It 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.4. Conflicts of interest

II.4.1. The contractor shall take all the necessary measures to prevent any situation of conflict of interest. Such situations arise where the impartial and objective performance of the FWC is compromised for reasons involving economic interest, political or national

affinity, family or emotional ties, or any other shared interest.

II.4.2. Any situation constituting or likely to lead to a conflict of interest during the performance of the FWC shall be notified to the Agency in writing without delay. The contractor shall immediately take all the necessary steps to rectify the situation. The Agency reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.

II.4.3. The contractor declares that it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the FWC.

II.4.4. The contractor shall pass on all the relevant obligations in writing to its personnel and to any natural person with the power to represent it or take decisions on its behalf and ensure that it is not placed in a situation which could give rise to conflicts of interest. The contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the FWC including subcontractors.

Article II.5. Confidentiality

II.5.1. The Agency and the contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the FWC and identified in writing as confidential.

The contractor shall:

- a) not use confidential information and documents for any purpose other than fulfilling its obligations under the FWC, order form or specific contract without prior written agreement of the Agency;
- b) ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;
- c) not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the Agency.

II.5.2. The confidentiality obligation set out in Article II.5.1 shall be binding on the Agency and the contractor during the performance of the FWC and for five years starting from the date of the payment of the balance unless:

- a) the disclosing party agrees to release the other party from the confidentiality obligation earlier;
- b) the confidential information becomes public through other means than in breach of the confidentiality obligation, through disclosure by the party bound by that obligation;
- c) the disclosure of the confidential information is required by law.

II.5.3. The contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the FWC, order form or specific contract an undertaking that they will comply with the confidentiality obligation set out in Article II.5.1.

Article II.6. Processing of personal data

II.6.1. Any personal data included in the FWC shall be processed pursuant to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 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. Such data shall be

processed by the data controller solely for the purposes of the performance, management and monitoring of the FWC without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

II.6.2. The contractor shall have the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.

II.6.3. The contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II.6.4. Where the FWC requires the processing of personal data by the contractor, 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 its rights.

II.6.5. The contractor shall grant personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the FWC.

II.6.6. 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 gaining access to computer systems processing personal data, and especially:
 - i. unauthorised reading, copying, alteration or removal of storage media;
 - ii. unauthorised data input, as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - iii. unauthorised use of data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the Agency;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

Article II.7. Subcontracting

II.7.1. The contractor shall not subcontract without prior written authorisation from the Agency nor cause the FWC to be de facto performed by third parties.

II.7.2. Even where the Agency authorises the contractor to subcontract to third parties, it shall nevertheless remain bound by its contractual obligations and shall be solely responsible for the proper performance of this FWC.

II.7.3. The contractor shall make sure that the subcontract does not affect rights and guarantees granted to the Agency by virtue of this FWC, notably by Article II.18.

Article II.8. Amendments

II.8.1. Any amendment to the FWC or order form or specific contract shall be made in writing before fulfilment of all contractual obligations. An order form or a specific contract may not be deemed to constitute an amendment to the FWC.

II.8.2. The amendment may not have the purpose or the effect of making changes to the FWC or to order forms or specific contracts which might call into question the decision awarding the FWC, order form or specific contract or result in unequal treatment of tenderers or contractors.

Article II.9. Assignment

II.9.1. The contractor shall not assign the rights, including claims for payments, and obligations arising from the FWC, in whole or in part, without prior written authorisation from the Agency.

II.9.2. In the absence of such authorisation, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the contractor shall not be enforceable against the Agency and shall have no effect on it.

Article II.10. Ownership of the results - Intellectual and industrial property rights

II.10.1. Definitions

In this FWC the following definitions apply:

1. 'results' means any intended outcome of the performance of the FWC which is delivered and finally accepted by the Agency.
2. 'creator' means any natural person who contributed to the production of the result and includes personnel of the Agency or a third party.
3. 'pre-existing rights' means any industrial and intellectual property rights, including background technology, which exist prior to the Agency or the contractor ordering them for the purpose of the FWC performance and include rights of ownership and use by the contractor, the creator, the Agency and any other third parties.

II.10.2. Ownership of the results

The ownership of the results shall be fully and irrevocably acquired by the Agency under the FWC including any rights in any of the results listed in the FWC and order forms or specific contracts, including copyright and other intellectual or industrial property rights, and all technological solutions and information contained therein, produced in performance of the FWC. The Agency may exploit them as stipulated in this FWC or order forms or specific contracts. All the rights shall be acquired by the Union from the moment the results are delivered by the contractor and accepted by the Agency. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the contractor to the Agency.

The payment of the price as set out in the order forms or specific contracts is deemed to include any fees payable to the contractor in relation to the acquisition of ownership of rights by the Agency including all forms of use of the results.

The acquisition of ownership of rights by the Union under this FWC covers all territories worldwide.

Any intermediary sub-result, raw data, intermediary analysis made available by the contractor cannot be used by the Agency without the written consent of the contractor, unless the FWC or specific contract or order form explicitly provides for it to be treated as a self-contained result.

II.10.3. Licensing of pre-existing rights

The Agency shall not acquire ownership of the pre-existing rights.

The contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to the Agency which may use the pre-existing right as foreseen in Article I.8.1 or in order forms or specific contracts. All the pre-existing rights shall be licensed to the Agency from the moment the results were delivered and accepted by the Agency.

The licensing of pre-existing rights to the Agency under this FWC covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

II.10.4 Modes of exploitation

The Agency shall acquire ownership of each of the results produced as an outcome of the FWC, which may be used for any of the following purposes:

- a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- b) storage of the original and copies made in accordance with this FWC or specific contract or order form;
- c) archiving in line with the document management rules applicable to the Agency.

II.10.5. Identification and evidence of granting of pre-existing rights and rights of third parties

When delivering the results, the contractor shall warrant that they are free of rights or claims from creators and third parties including in relation to pre-existing rights, for any use envisaged by the Agency. This does not concern the moral rights of natural persons.

The contractor shall establish to that effect a list of all pre-existing rights and rights of creators and third parties on the results of this FWC or parts thereof. This list shall be provided no later than the date of delivery of the final results.

In the result, the contractor shall clearly point out all quotations of existing textual works. The complete reference should include as appropriate: name of the author, title of the work, date and place of publication, date of creation, address of publication on internet, number, volume and other information which allows the origin to be easily identified.

Upon request by the Agency, the contractor shall provide evidence of ownership or rights to use all the listed pre-existing rights and rights of third parties except for the rights owned by the Union.

This evidence may refer, inter alia, to rights to: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form), IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

The evidence shall include, as appropriate:

- a) the name and version number of a software product;
- b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;

d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the results were created by its personnel;

e) the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities if it is found that it does not hold the necessary rights, regardless of when and by whom this fact was revealed.

The contractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final results.

II.10.6. Creators

By delivering the results the contractor warrants that the creators undertake not to oppose that their names be recalled when the results are presented to the public and confirms that the results can be divulged. Names of authors shall be recalled on request in the manner communicated by the contractor to the Agency.

The contractor shall obtain the consent of creators regarding the granting of the relevant rights and be ready to provide documentary evidence upon request.

II.10.7. Persons appearing in photographs or films

If natural, recognisable persons appear in a result or their voice is recorded the contractor shall submit a statement of these persons (or of the persons exercising parental authority in case of minors) where they give their permission for the described use of their image or voice on request by the Agency. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

II.10.8. Copyright for pre-existing rights

When the contractor retains pre-existing rights on parts of the results, reference shall be inserted to that effect when the result is used as set out in Article I.8.1 with the following disclaimer: © - year – European Union. All rights reserved. Certain parts are licensed under conditions to the EU.

II.10.9. Visibility of Agency funding and disclaimer

When making use of the results, the contractor shall declare that they have been produced within a contract with the Agency and that the opinions expressed are those of the contractor only and do not represent the Agency's official position. The Agency may waive this obligation in writing.

Article II.11. Force majeure

II.11.1. 'Force majeure' means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the FWC, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.

II.11.2. A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

II.11.3. The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.

II.11.4. The parties shall take all the necessary measures to limit any damage due to force majeure.

Article II.12. Liquidated damages

The Agency may impose liquidated damages should the contractor fail to complete its contractual obligations, also with regard to the required quality level, according to the tender specifications.

Should the contractor fail to perform its contractual obligations within the time limits set by the FWC or the relevant order form or specific contract, then, without prejudice to the contractor's actual or potential liability or to the Agency's right to terminate the FWC or the relevant order form or specific contract, the Agency may impose liquidated damages for each and every calendar day of delay according to the following formula:

0.3 x (V/d)

V is the price of the relevant purchase;

d is the duration specified in the relevant order form or specific contract or, failing that, the period between the date specified in Article I.4.1 and the date of delivery or performance specified in the relevant order form or specific contract, expressed in calendar days

The contractor may submit arguments against this decision within 30 days of receipt of the formal notification. In the absence of a reaction on its part or of written withdrawal by the Agency within 30 days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

The parties 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 incurred due to failure to fulfil obligations which may be reasonably anticipated.

Article II.13. Suspension of the performance of the FWC

II.13.1. Suspension by the contractor

The contractor may suspend the performance of the FWC or order form or specific contract or any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The contractor shall inform the Agency about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the FWC, order form or specific contract.

Once the circumstances allow the performance of the FWC to be resumed, the contractor shall inform the Agency immediately, unless the Agency has already terminated the FWC, order form or specific contract.

II.13.2. Suspension by the Agency

The Agency may suspend the performance of the FWC or order form or specific contract or any part thereof:

- a) if the FWC or order form or specific contract award procedure or the performance of the FWC proves to have been subject to substantial errors, irregularities or fraud;
- b) in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred.

Suspension shall take effect on the day the contractor receives formal notification, or at a later date where the notification so provides. The Agency shall as soon as possible give notice to the contractor to resume the service suspended or inform the contractor that it is proceeding with termination of the FWC or order form or specific contract. The contractor shall not be entitled to claim compensation on account of suspension of the FWC or order form or specific contract or of part thereof.

Article II.14. Termination of the FWC

II.14.1. Grounds for termination

The Agency may terminate the FWC, an order form or a specific contract respectively in the following circumstances:

- a) if a change to the contractor's legal, financial, technical or organisational or ownership situation is likely to affect the performance of the FWC, order form or specific contract substantially or call into question the decision to award the FWC;
- b) if execution of the tasks under a pending order form or a specific contract has not actually commenced within 15 days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Agency, taking into account Article II.8.2;
- c) if the contractor does not perform the FWC or an order form or specific contract as established in the tender specifications or request for service, or fails to fulfil another substantial contractual obligation; termination of three or more order forms or specific contracts on these grounds shall constitute grounds for termination of the FWC;
- d) in the event of force majeure notified in accordance with Article II.11 or if the performance of the FWC, order form or specific contract has been suspended by the contractor as a result of force majeure, notified in accordance with Article II.13, where either resuming performance is impossible or the modifications to the FWC, order form or specific contract might call into question the decision awarding the FWC, order form or specific contract, or result in unequal treatment of tenderers or contractors;
- e) if the contractor is declared bankrupt, is being wound up, is having its 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;
- f) if the contractor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means;
- g) if the contractor is not in compliance with its 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 it is established or with those of the country of the applicable law of this FWC or those of the country where the FWC is to be performed;
- h) if the Agency has evidence that the contractor or any natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- i) if the Agency has evidence that the contractor or any natural persons with the power to represent it or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the FWC, including the submission of false information;
- j) if the contractor is unable, through its own fault, to obtain any permit or licence required for performance of the FWC, order form or specific contract;

- k) if the needs of the Agency change and it no longer requires new services under the FWC;
- l) when due to the termination of the FWC with one or more of the contractors there is no minimum required competition within the multiple framework contract with reopening of competition.

II.14.2. Procedure for termination

When the Agency intends to terminate the FWC, order form or specific contract it shall formally notify the contractor of its intention specifying the grounds thereof. The Agency shall invite the contractor to make any observations and, in the case of point (c) of Article II.14.1, to inform the Agency about the measures taken to continue the fulfilment of its contractual obligations, within 30 days from receipt of the notification.

If the Agency does not confirm acceptance of these observations by giving written approval within 30 days of receipt, the termination procedure shall proceed. In any case of termination, the Agency shall formally notify the contractor about its decision to terminate the FWC, order form or specific contract. In the cases referred to in points (a), (b), (c), (e), (g), (j), (k) and (l) of Article II.14.1, the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), and (i) of Article II.14.1, the termination shall take effect on the day following the date on which notification of termination is received by the contractor.

II.14.3. Effects of termination

In the event of termination, the contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the notification of termination, the contractor shall take all the appropriate measures to minimise costs, prevent damages, and cancel or reduce its commitments. The contractor shall have 60 days from the date of termination to draw up the documents required by the special conditions, order forms or specific contracts for the tasks already executed on the date of termination and produce an invoice if necessary. The Agency may recover any amounts paid under the FWC.

The Agency may claim compensation for any damage suffered in the event of termination.

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 this regard, without prejudice to any other rights or guarantees it may have under the FWC.

Article II.15. Reporting and payments

II.15.1. Date of payment

Payments shall be deemed to be effected on the date when they are debited to the Agency's account.

II.15.2. Currency

The FWC shall be in euros.

Payments shall be executed in euros or in the local currency as provided for in Article I.5.

Conversion between the euro and another currency shall be made according to the daily euro exchange rate published in the *Official Journal of the European Union*

or, failing that, at the monthly accounting exchange rate established by the European Commission and published on its website, applicable on the day on which the payment order is issued by the Agency.

II.15.3. Costs of transfer

The costs of the transfer shall be borne in the following way:

- a) costs of dispatch charged by the bank of the Agency shall be borne by the Agency;
- b) cost of receipt charged by the bank of the contractor shall be borne by the contractor;
- c) costs for repeated transfer caused by one of the parties shall be borne by the party causing repetition of the transfer.

II.15.4. Invoices and Value Added Tax

Invoices shall contain the contractor's identification, the amount, the currency and the date, as well as the FWC reference and reference to the order form or specific contract.

Invoices shall indicate the place of taxation of the contractor for value added tax (VAT) purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

The Agency is, as a rule, exempt from all taxes and duties, including VAT, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

The contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for performance of the FWC are exempt from taxes and duties, including VAT exemption.

II.15.5. Pre-financing and performance guarantees

Pre-financing guarantees shall remain in force until the pre-financing is cleared against interim payments or payment of the balance and, in case the latter takes the form of a debit note, three months after the debit note is notified to the contractor. The Agency shall release the guarantee within the following month.

Performance guarantees shall cover performance of the service in accordance with the terms set out in the request for services until its final acceptance by the Agency. The amount of the performance guarantee shall not exceed the total price of the order form or specific contract. The guarantee shall provide that it remains in force until final acceptance. The Agency shall release the guarantee within a month following the date of final acceptance.

Where, in accordance with Article I.4, a financial guarantee is required for the payment of pre-financing, or as performance guarantee, it shall fulfil the following conditions:

- a) the financial guarantee is provided by a bank or an approved financial institution or, at the request of the contractor and agreement by the Agency, by a third party;
- b) the guarantor stands as first-call guarantor and does not require the Agency to have recourse against the principal debtor (the contractor).

The cost of providing such guarantee shall be borne by the contractor.

II.15.6. Interim payments and payment of the balance

The contractor shall submit an invoice for interim payment upon delivery of intermediary results, accompanied by a progress report or any other documents, as provided for in Article I.4 or in the tender specifications or in the order form or specific contract.

The contractor shall submit an invoice for payment of the balance within 60 days following the end of the period referred to in Article III.2.2, accompanied by a final progress report or any other documents provided for in Article I.4 or in the tender specifications or in the order form or specific contract.

Upon receipt, the Agency shall pay the amount due as interim or final payment, within the periods specified in Article I.4, provided the invoice and documents have been approved and without prejudice to Article II.15.7. Approval of the invoice and documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of recovery.

II.15.7. Suspension of the time allowed for payment

The Agency may suspend the payment periods specified in Article I.4 at any time by notifying the contractor that its invoice cannot be processed, either because it does not comply with the provisions of the FWC, or because the appropriate documents have not been produced.

The Agency shall inform the contractor in writing as soon as possible of any such suspension, giving the reasons for it.

Suspension shall take effect on the date the notification is sent by the Agency. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the contractor may request the Agency to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph and the new document produced is also rejected, the Agency reserves the right to terminate the order form or specific contract in accordance with Article II.14.1(c).

II.15.8. Interest on late payment

On expiry of the payment periods specified in Article I.4, and without prejudice to Article II.15.7, the contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in euros (the reference rate) plus eight points. The reference rate shall be the rate in force on the first day of the month in which the payment period ends, as published in the C-series of the *Official Journal of the European Union*.

The suspension of the payment period in accordance with Article II.15.7 may not be considered as a late payment.

Interest on late payment shall cover the period running from the day following the due date for payment up to and including the date of actual payment as defined in Article II.15.1.

However, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the contractor only upon request submitted within two months of receiving late payment.

Article II.16. Reimbursements

II.16.1. Where provided by the special conditions or by the tender specifications, 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, or failing that, on production of copies or scanned originals, or on the basis of flat rates.

II.16.2. Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

II.16.3. 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;

In addition, travel outside Union territory shall be reimbursed provided the Agency has given its prior written consent.

II.16.4. Subsistence expenses shall be reimbursed on the basis of a daily subsistence allowance as follows:

- a) for journeys of less than 200 km for a return trip, no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of supporting documents proving that the person concerned was present at the destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including meals, local transport which includes transport to and from the airport or station, insurance and sundries;
- d) daily subsistence allowance shall be reimbursed at the flat rates specified in Article I.3;
- e) accommodation shall be reimbursed on receipt of supporting documents proving the necessary overnight stay at the destination, up to the flat-rate ceilings specified in Article I.3.

II.16.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Agency has given prior written authorisation.

II.16.6. Conversion between the euro and another currency shall be made as specified in Article II.15.2.

Article II.17. Recovery

II.17.1. If an amount is to be recovered under the terms of the FWC, the contractor shall repay the Agency the amount in question according to the terms and by the date specified in the debit note.

II.17.2. If the obligation to pay the amount due is not honoured by the date set by the Agency in the debit note, the amount due shall bear interest at the rate indicated in Article II.15.8. Interest on late payments shall cover the period from the day following the due date for payment up to and including the date when the Agency receives the full amount owed.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.

II.17.3. If payment has not been made by the due date, the Agency may, after informing the contractor in writing, recover the amounts due by offsetting them against any amounts owed to the contractor by the Agency or by calling in the financial guarantee, where provided for in Article I.4 or in the specific contract.

Article II.18. Checks and audits

II.18.1. The Agency and the European Anti-Fraud Office may check or have an audit on the performance of the FWC. It may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks and audits may be initiated during the performance of the FWC and during a period of five years which starts running from the date of expiry of the FWC.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the Agency. Audits shall be carried out on a confidential basis.

II.18.2. The contractor shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by national law and under the conditions laid down therein, for a period of five years which starts running from the date of expiry of the FWC.

II.18.3. The contractor shall allow the Agency's staff and outside personnel authorised by the Agency the appropriate right of access to sites and premises where the FWC is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate form.

II.18.4. On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the contractor, which shall have 30 days following the date of receipt to submit observations. The final report shall be sent to the contractor within 60 days following the expiry of that deadline.

On the basis of the final audit findings, the Agency may recover all or part of the payments made and may take any other measures which it considers necessary.

II.18.5. By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigation conducted by the European Anti-Fraud Office (OLAF), the OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the Agency.

II.18.6. The Court of Auditors shall have the same rights as the Agency, notably right of access, for the purpose of checks and audits.

Annex I

Tender Specifications (Invitation to Tender No ECHA/2014/344) of [*complete*])

Annex II

Contractor's Tender (No [complete] of [complete])

Annex III

 ECHA EUROPEAN CHEMICALS AGENCY	FRAMEWORK CONTRACT ORDER FORM			
Directorate and unit: Tel.: E-mail:	Order number: Currency of payment: EUR Offer (date and reference):	(Name and address of contractor)		
This order is governed by the provisions of Framework Contract No. ECHA/2014/344 in force from _____ to _____				
LISTING OF THE SERVICES and code	UNIT	QUANTITY	PRICE in €	
			UNIT PRICE	TOTAL
Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the Agency is exempt from all taxes and dues, including value added tax, on payments due in respect of this contract. For intra-community purchases, the mention "VAT Exemption / European Union / Article 151 of Council Directive 2006/112/EC" should be added on the invoice.		Packaging Insurance Transport Assembly VAT		
		TOTAL :		
Place of delivery or performance and/or Incoterm: Final date of delivery or performance: Terms of payment: Guarantee:	Contractor's signature Name: Position: Date:			
Date of issue: Signature [name and position] [ECHA stamp]:				
The invoice shall be paid only if the contractor has returned the signed order form.				

Annex IV

Monthly timesheet

Name of Company: _____

Job Title: _____

Daily charged rate: _____

Name of interim staff: _____

Month and Year: _____

Signatures:

Date	Activity	Start	End	Comment	Total
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					

Grand Total:

Date: *Indication of the exact date of the provision of service*
Activity: *Indication of the activity (e.g. on activity, Holiday, unpaid leave, etc)*

Start: Indication of the starting hour during the day
End: Indication of the ending hour during the day
Comment: Indication of any relevant comment from the Contractor
Total: Indication of total hour per day
Grand total : Indication of the total hours charged for the month

4.1 PROCUREMENT DOCUMENTATION

4.2.1 Eligibility documentation

Identification of the Tenderer
(to be completed by the tenderer)

LEGAL ENTITIES
PRIVATE COMPANIES

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

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

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

DATE AND SIGNATURE

LEGAL ENTITIES

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

INDIVIDUAL

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

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

DATE AND SIGNATURE

LEGAL ENTITIES

PUBLIC ENTITIES

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

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

DATE :
NAME AND FUNCTION OF THE AUTHORISED REPRESENTATIVE
SIGNATURE

STAMP

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

ECHA / 2014 /344

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.18 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

4.2.2 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 operator²⁰*)

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 being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

²⁰ 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).

- 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 above²¹.

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

²¹ 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.

4.2.3 Selection criteria documentation

4.2.3.1. SELECTION CRITERION 2.1

Financial and Economic Capacity Overview Form

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

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

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

4.2.3.2. SELECTION CRITERION 2.2

Tenderer's interim staff members database

TABLE TO BE FILLED IN FOR THE PROOF OF THE NUMBER OF INTERIM STAFF MEMBERS IN THE DATABASE

Job profiles	Number of available interim staff in the database	Out of the number of candidates in the profile, the number having at least B2* level in English (ECHA's working language)
1. Secretary/clerical tasks		
2. Administrative support		
3. Communication support		
4. Human Resources support		
5. Conference hostess or host		
6. Conference organiser		
7. Budgetary and financial accountancy support		
8. Procurement and contract management support		
9. ICT staff (e.g. database administrator, system administrator/ architect/developer/programmer, support)		
10. Facilities/maintenance staff		
11. Safety/security support		
12. Scientific administrative support		
13. Legal and regulatory affairs support		
14. Driver (optional)		

*Self-assessment grid on next page

EUROPEAN LEVELS – SELF ASSESSMENT GRID

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

4.2.3.3 SELECTION CRITERION 2.3

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) [Add separate entries for each relevant post occupied, starting with the most recent.]
- Name and address of employer
 - Type of business or sector
 - Occupation or position held
- Main activities and responsibilities

EDUCATION AND TRAINING

- Dates (from – to) [Add separate entries for each relevant course you have completed, starting with the most recent.]
- Name and type of organisation providing education and training
- Principal subjects/occupational skills covered
 - Title of qualification awarded
 - Level in national classification (if appropriate)

**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: according to the European language levels – self assessment grid]

[Indicate level: according to the European language levels – self assessment grid]

[Indicate level: according to the European language levels – self assessment grid]

**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.]

4.2.3.4. SELECTION CRITERION 2.4

CONTRACT REFERENCE FORM

The Contract 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. 3 contract reference forms must be completed per year (in total 9 contract reference forms). Out of these, at least one each year needs to be with an international client.

Contract Reference Form (page 1 of 2) – Contract reference n° _____

Contract reference front page

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

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

Contract Reference Form (page 2 of 2)

Contract reference n° _____

Description page

A large, empty rectangular box with a thin black border, occupying most of the page below the 'Description page' header. It is intended for the user to provide a detailed description of the contract.

4.2.4 Award criteria documentation

Please note that the price comparison between offers during the evaluation will be based solely on the total price (Grand Total) of the Financial Offer that takes in consideration the estimated consumption per profile under this FWC. The total price indicated here does not represent an amount that will correspond to the overall value of the framework contract. Unit prices must be equal in both tables.

FINANCIAL OFFER

Offer for Scenario Price calculation

Job type	Need for the profile in %	Daily Rate without VAT	Total Price
1. Secretary/clerical tasks	19%		
2. Administrative support	33%		
3. Communication support	2%		
4. Human Resources support	2%		
5. Conference hostess or host	1%		
6. Conference organiser	4%		
7. Budgetary and financial accountancy support	1%		
8. Procurement and contract management support	1%		
9. ICT staff (e.g. database administrator, system administrator/ architect/developer/programmer, support)	2,5%		
10. Facilities/maintenance staff	1%		
11. Safety/security support	6,5%		
12. Scientific administrative support	24%		
13. Legal and regulatory affairs support	2%		
14. Driver (optional)	1%		
Grand Total	100%		

Important note:

1- Tenderers are requested to complete and sign this 'Offer for Scenario'.

Scenario of prices to be invoiced to ECHA must be all inclusive and given by **daily** rate for each job type.

2- Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Communities, ECHA is exempted from all duties, taxes and other charges, including VAT.

Consequently, these duties, taxes and other charges can therefore not enter into the calculation of prices. Tenderers are requested to indicate separately in their tender the applicable VAT (see price list below).

Signature of the Tenderer:

PRICE LIST

Job type	Price per day in €	
	Daily Rate Without VAT	Daily Rate Included VAT
1. Secretary/clerical tasks	€	€
2. Administrative support	€	€
3. Communication support	€	€
4. Human Resources support	€	€
5. Conference hostess or host	€	€
6. Conference organiser	€	€
7. Budgetary and financial accountancy support	€	€
8. Procurement and contract management support	€	€
9. ICT staff (e.g. database administrator, system administrator/ architect/developer/programmer, support)	€	€
10. Facilities/maintenance staff	€	€
11. Safety/security support	€	€
12. Scientific administrative support	€	€
13. Legal and regulatory affairs support	€	€
14. Driver (optional)	€	€

Important note:

This price list will be used for the implementation of the FWC, not as assessment basis for the offer.

Signature of the Tenderer:

.....

4.2.5 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	Coordinator or group leader in joint bid	All partners in joint bid	Single or Main contractor	Sub-contractor
Power of attorney of partners in joint bid indicating the group leader (see Section 4.2.1)	1		■		
Letter of intent of subcontractor (see Section 4.2.1)	1				■
Legal Entity Form (see Section 4.2.1) 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 4.2.1) Download the form from: http://europa.eu.int/comm/budget/execution/ftiers_en.htm .	1	■		■	
Exclusion Criteria form (see Section 4.2.2 and Section 4.2.3)	1	■	■	■	■
Evidence of Economic and financial capacity (see Section 3.1.1.2.1 and Section 4.2.3)	1	■	■	■	
Evidence of Technical and professional capacity (see Section 3.1.1.2.1 and Section 4.2.3) Go to the following page to fill in the CV: http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1	1	■	■	■	■
Evidence of Technical and professional capacity: project reference form (see Section 3.1.1.2.1 and Section 4.2.3)	1	■			

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 Proposal (see Section 3.1.1.2.2)	2	■
Financial Proposal (see Section 3.1.1.2.3)	3	■

