

ECHA/2013/305

**Framework Contract for Current Account(s)
Banking Services for ECHA**

**Open Procurement Procedure
Specifications (Annex I)**

Contract notice: OJEU 2013/S 231-400147

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Disclaimer

Whenever the Tender Specifications mention a specific product name or trademark and a sufficiently precise and fully intelligible description is not possible, such mention should be understood as referring to that product or its equivalent.

Summary

Contracting authority	The European Chemicals Agency (ECHA) in Helsinki.
Procedure	Call for Tender with publication in the Official Journal of the EU. Open procedure.
Purpose	This call for tenders aims for the signature of a framework contract for current account banking services.
Lots	This call for tenders is not divided into lots.
Volume (indicative)	<p>The expected remuneration to the Agency under the framework contract after deduction of bank charges is estimated at 350,000 EUR.</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 tenderer during their period of validity. The indicated budget is a contractual budgetary ceiling. It is the potential maximum value of the framework contract over the whole duration of the contract. The estimate given above is purely indicative and does not bind the Agency in any way. The figure may be subject to revision.</p>
Contracts	The European Chemicals Agency will sign a single framework service contract with the successful tenderer offering best value for money. A Draft framework contract is attached as Annex II.
Submission of offers	Each tenderer can only submit <u>one</u> offer.
Duration of framework contract	The initial duration of the framework contract shall be 1 year with 4 possible renewals of one year each.
Places of delivery	The place of performance of the services shall be the tenderer's premises.
Variants	Not permitted.
Joint offers	Permitted as announced in the Specifications.
Subcontracting	Permitted as announced in the Specifications.

1 Introduction

1.1 About 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 legislation: 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.

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

1.2 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 7 of the Invitation to Tender); any

reservation may result in the immediate rejection of the tender without further evaluation.

2 The Services Required

2.1 Background

ECHA is an Agency of the European Union and has its own legal personality. ECHA's operations are subject to audits by the European Court of Auditors. ECHA currently employs a staff of approximately 500. Within the framework of its activities, ECHA is responsible for an annual budget, which for the year 2013 is approximately 96 million euros. Further information about ECHA's operations can be obtained on its website: <http://www.echa.eu>.

The Agency receives fees in euros from Chemical and Biocidal Product manufacturers/importers mainly based in the EU but also from many non-EU countries. The Agency makes payments to suppliers mainly in euros to mostly EU countries.

2.2 Description of the Services

This call for banking services aims at the opening of one or several current bank accounts in EUR for the purpose of processing domestic and foreign operations related to outgoing payments and income remittances and other bank services as indicated below. The contract will be awarded to only one service provider.

This Annex sets out the contract requirements and specifications for the provision of the current account banking services.

Provided it considers the conditions offered as acceptable, the Agency will select the bank obtaining the highest score as result of the evaluation of the different offers.

The bank selected by the Agency will be expected to make payments in EUR and occasionally in other currencies. Presently, the Agency requires 7 current bank accounts (this may be increased/decreased), all denominated in EUR, with a SEPA compliant bank, located in Helsinki, Finland and having its Registered office within the EU. From these accounts the Agency will execute payments in EUR and other currencies, receive incoming funds; cash management, Foreign Exchange services and other banking services if required.

Most of the EUR payments instructed by the Agency will be directed to beneficiaries holding an account within the EU, and will be SEPA compliant (credit transfer). However EUR payment instructions submitted by the Agency might occasionally be non-SEPA compliant. A small proportion of the payments instructed by the Agency will be for beneficiaries outside the EU.

Estimated contract volume

Projected figures for outgoing payments and incoming remittances are set out below:

a) Outgoing payments

Year	Payments EU (incl Finland)	International Payments	Related total amount
2013	12,500*	100	96,000,000 EUR
2014	13,750*	100	121,000,000 EUR

* Including payroll payments

b) Incoming remittances

Year	Receipts EU (incl Finland)	International Receipts	Related amount	total
2013	9,000	500	92,000,000 EUR	
2014	9,000	500	35,000,000 EUR	

The average cash balance, on current accounts, is estimated to range between 5,000,000 EUR and 20,000,000 EUR.

ECHA operates in the same financial system as the European Commission and is therefore using SWIFT for its outgoing and incoming payments. ECHA disposes of its own SWIFT code for the execution of all its financial transactions, which is "EUCOBEBBAECA".

Information about the European Commission's system which is therefore also applied on ECHA's bank transactions:

The European Commission transmits all its payment instructions for SEPA credit transfers in XML. The format is a subset of UNIFI (ISO 20022) credit transfers defined by the European Payments Council in its "SEPA CREDIT TRANSFER SCHEME CUSTOMER-TO-BANK IMPLEMENTATION GUIDELINES". In exceptional cases the European Commission also transmits SEPA payment instructions via SWIFT FIN messages.

All other transactions (non-SEPA payment instructions in EUR or other currencies, transfers to other European Commission's accounts, etc.) are instructed via SWIFT FIN messages (see also condition No. 10 and No. 12 of the "Conditions for Execution of the Contract").

As stated above, ECHA gives no undertakings as regards either the overall volume and breakdown of transactions or the balance that will be maintained on the bank account.

Letter and cheque payments may only occur in exceptional circumstances.

2.3 General conditions for the provisioning of services

2.3.1 Language

The working language of the Agency is English. The English language shall be used throughout the projects duration for all communication (written and oral), reports and other documentation.

2.3.2 Place of performance

The normal place of performance of the services shall be the tenderer's premises. **The bank must have at least one branch located in the Helsinki Area, in order to service the bank account(s) locally.**

3 The Contract

3.1 The nature of the contract

The contractual relationship between the Agency and the successful tenderer will be governed by a special type of contract known as "Framework Contract". The Agency intends to establish a Framework Contract with a single service provider.

It should be stressed that Framework Contracts involve no direct commitment and, in particular, do not constitute orders per se. Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between the Agency and the tenderer during their period of validity.

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.

3.2 Starting date of the contract and duration of the tasks

The Contract shall enter into force on the date on which it is signed by the last contracting party, but not earlier than 01/03/2014.

The indicative intended date for the signature of the Framework Contract is Q1 of 2014.

The initial duration of the contract shall be for a period of 1 year, to be automatically renewed each year up to a maximum duration of 5 years.

3.3 Liability

3.3.1 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 liabilities. 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.

3.3.2 Subcontracting

Certain tasks provided for in the contract may be entrusted to subcontractors, but the main tenderer 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 tenderer, whether or not the tasks are performed by a subcontractor;
- under no circumstances can the main tenderer avoid liability towards the Agency on the grounds that the subcontractor tenderer is at fault.

During execution of the contract, the tenderer 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 subcontractor(s) and include in their subcontracting documents that Article II.18 of the Framework Contract may be applied to subcontractors.

Once the contract has been signed, Article II.7 of the Framework Contract shall govern subcontracting.

3.4 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.

3.5 Implementation of the contract

The contract is to be implemented in accordance with the Special and General conditions of the contract (Annex II to the Invitation to tender) and the Conditions for execution of the contract (Annex 5.2 to the Specifications), which form an integral part of it and will have to be fully observed during the whole period of execution of the contract. Failure to comply with any of these conditions may result in the termination of the contract by ECHA in accordance with Articles II.1.9 of the service contract.

3.6 Intellectual Property Rights

Any deliverable, information asset, software asset, etc. created or used within the realm of this Framework Contract, which is not specifically licensed by the tenderer or purchased/licensed from a third party, shall be the intellectual property of ECHA, even when stored on the tenderer's premises.

3.7 Amendments to the Framework Contract

In exceptional instances duly justified by the applicable public procurement rules, when agreed by the Agency and the tenderer, the Framework Contract may be amended. Such instances may be e.g. omissions of certain aspects, needs to amend or change technical specifications for particular parts (e.g. due to technological advances not foreseen at the time of writing), and similar well-grounded reasons. An amendment must be duly documented and the associated contract amendment signed by both parties before it becomes effective. The Framework Contract amendments are an integral part of the original Framework Contract.

4 The procurement procedure

4.1 Preparation of the tender

4.1.1 General

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

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

Tenders must include the following information:

- all the information and documents requested by the Agency in order to assess the tender;
- the price in euros;
- one specimen signature of an authorised agent (preferably in blue ink) on the legal entity form¹, and a statement from the same agent confirming the validity of the tender;
- the name and contact details of a contact person in relation to the submission of the bid.

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

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

4.1.2 Content of the tender

Tenders must be presented in two sections:

Section one: Administrative proposal – including documentation regarding eligibility, exclusion and selection criteria (see section 4.1.2.1).

Section two: Technical proposal and Financial proposal – including documentation and proposal regarding the award criteria (see section 4.1.2.2).

4.1.2.1

4.1.2.2 *Section One: Administrative proposal*

Eligibility documentation

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

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

¹ See section 4.1.2.1

This call for tenders is not covered by the Government Procurement Agreement (GPA).

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

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

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

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

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

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**³, depending on the set up that has been chosen by the tenderers.

If the tenderer envisages *subcontracting*, the tender must include:

- a **document**⁴ clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent**⁵ by each proposed subcontractor(s) stating its intention to collaborate with the tenderer if the tenderer wins the contract and their willingness to accept the tasks and the terms and conditions set out in these Tender Specifications and in the draft Framework Contract attached (in particular article II.18 of the Framework contract).

² This form is available at:

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

³ Section 5.1.1

⁴ To be provided in free format

⁵ See Section 5.1.2

Exclusion criteria documentation

Tenderers or their representatives shall provide a **declaration on their honour**⁶, duly signed and dated in which they:

- 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, within seven calendar days following the receipt of the Agency's request.

Where the bid constitutes a joint offer, each entity must provide the form. In case of subcontracting, the potential subcontractor(s) must also provide the form (as required from the potential tenderer). The same applies regarding the requirement to present evidence of compliance with the exclusion criteria.

By returning the above-mentioned form, duly signed and dated, 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 Rules of Application.

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 tenders⁷.

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.

⁶ See Section 5.1.3

⁷ See Section 4.4

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

If a third party provides the whole or a very large part of the financial capacity, the contracting authority may demand that that entity signs the contract or that it provides a joint and several first-call guarantee, should that tender be awarded the contract.

The proof that needs to be provided for the selection criteria is mentioned below (see Section 4.4.2).

4.1.2.3 Section Two: Technical and financial 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.

Financial award criteria documentation

It is mandatory that the pricing is fully transparent and contains the following:

The tenderers attention is drawn to the following points:

- prices must be expressed in euros;
- prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to the Agency by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderers responsibility to contact his national authorities to clarify the way in which the European Community is exempt from VAT;

- Prices shall not be conditional and be directly applicable by following the technical specifications.
- Prices charged shall be fixed and not subject to revision.
- The processing **costs** referred to in this document are the charges and commissions billed to ECHA for each type of transaction and not the banks own internal processing costs. **The price must be all-inclusive and expressed in EUR.** However, the amount of VAT, if any, must be indicated separately.
- In the interest of clear accounting, the receipts and expenditure charged by the selected bank(s) must not incorporate any form of compensation/offsetting between them.

4.1.2.4 Form of the tender

The tender must be submitted under double sealed cover.

The outer envelope should bear the address as mentioned below (see section 4.1.3.2).

The inner envelope should be addressed to the Financial Unit R1 and marked "*Invitation to tender* No ECHA/2013/305" 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 two sealed envelopes, one containing the administrative proposal, the second the technical and financial bid. Each of these envelopes must clearly indicate the content. The administrative proposal and the technical and financial bid must be submitted, in duplicate (one set of originals and one set of copies) and a third set in electronic format (on CD ROM).

4.1.3 Submission of the tender

4.1.3.1 General terms and conditions for submission

Submission of a tender implies that the Tenderer 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 Tenderer 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.

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.

4.1.3.2 Requirements for submission

Tenders may be:

a) either sent by registered mail, posted no later than 09/01/2014, (date as postmark); to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2013/305
Finance Unit R1
For the attention of Tuula Hakala
PO Box 400
Annankatu 18
00121 Helsinki
Finland*

b) or sent by courier services, no later than 09/01/2014 (date of deposit slip), to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2013/305
Finance Unit R1
For the attention of Tuula Hakala
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 09/01/2014, (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.

4.2 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/2013/305 » to the following e-mail address:

procurement@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/web/guest/about-us/procurement>

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.

4.3 Opening of the tenders

Tenders will be opened at 10:00 on 14/01/2014 at the following location:

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

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

4.4 Evaluation of the tenders

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

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

Only offers 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.

4.4.1 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 form⁸.

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).

4.4.2 Stage 2 - application of selection criteria

The selection criteria relate to the economic and financial capacity (Criteria 1 and 2) and the technical and professional capacity (Criteria 3, 4 and 5) of the service provider involved in the bid. The selection criteria, and the evidence on basis of which they will be assessed are the following⁹.

⁸ See Section 4.1.2.1 and 5.1.3

⁹ See Section 4.4

1. Financial and Economic capacity

Selection Criterion 1:

Tenderers must have sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.

Evidence required:

The documents listed below must be presented as evidence of compliance with the economic financial capacity.

- 1.** The duly completed Financial and Economical Capacity Overview Form and a copy of the most recent audited accounts that cover the previous three financial years.
- 2.** Evidence of professional risk indemnity insurance.

Selection Criterion 2:

Your bank's short term credit rating must be, as a minimum, one of these 3 ratings:

1. P-1 (Moody's)
2. A-1 (Standard & Poors)
3. F1 (Fitch Ratings)

Your bank undertakes to immediately inform ECHA of any modification to one of these ratings by submitting the relevant documents (provided by the rating agencies).

Evidence required:

Please submit in your tender an original relevant document issued by the rating agency (or a copy of it duly signed and certified by your bank).

2. Technical and professional capacity

Selection Criterion 3:

The establishment of your bank where the bank account will be located meets the operating conditions imposed by the competent supervisory authorities of a Member State of the European Union and has all the authorisations necessary to execute the required services in the country where the account will be located.

Evidence required:

Please attach to your tender an original relevant document issued by the competent supervisory authority.

Selection Criterion 4:

Your bank must be a "SEPA compliant" (Single Euro Payments Area) payment services provider. As such it must have formally adhered to the SEPA Credit Transfer Scheme at the time of the submission of the offer in reply to this call for tenders.

Evidence required:

Please attach to your tender a copy of your bank's SEPA Credit Transfer Adherence Agreement with the European Payments Council.

Selection Criterion 5:

Your bank must be a direct participant to a SEPA compliant clearing and settlement infrastructure at the time of the submission of the offer. Any future changes in this respect should be immediately communicated to ECHA by your bank.

Evidence required:

Please attach to your tender a copy of a relevant document stating the SEPA compliant clearing and settlement infrastructure, and confirming your bank's direct participation to it.

All the documents which are relevant to the criteria 1 - 2 - 3 - 4 - 5 are mandatory and must be attached to the administrative part of the tender.

4.4.3 Stage 3 - application of award criteria

The service contract shall be awarded under the best value for money procedure to the most cost-effective tender.

The following award criteria, namely the quality of service (AW 1 and 2) and quality of the banking network (AW 3) (qualitative part) and the cost and income of the bank account(s) (quantitative part), will be applied.

The tenderer will use the Award Criteria Form provided in the Annexes to submit his offer (see Annex 5.3).

The contract will be awarded to tenderer which submits the tender offering the best value for money based on the total value of points allocated to each of them, according to the following formula:

$$\begin{array}{rcccl} \text{Score for Tender X out of} & & \text{Points obtained} & & \text{Points obtained} \\ \text{Total Points of 100} & = & \text{in Qualitative} & & \text{in Quantitative} \\ & & \text{Award Criteria} & + & \text{Award Criteria} \end{array}$$

The tenderer with the highest score resulting from this calculation will be put forward for awarding of contract.

(A) Qualitative Proposal (max 35 points)

The quality of the service accounts for 35 points and is assessed on the basis of the following:

No	Qualitative award criteria	Weighting (maximum points)
1.	The quality of the information transmitted for debits and credits	10
2.	The execution period for debits and cut-off time for credits	10
3.	Quality of the proposed "Help-desk Services" in light of technical expertise, contact and query response times	15

(B) Quantitative Part (max. 65 points)

After comparison of the financial offer of the various tenders, the tenderer which offers the highest remuneration (net of banking costs) shall obtain the maximum score of 65 points, with the other tenderers scoring proportionately according to the formula below.

The tenderer will use the Form provided in the Annexes to submit his offer (see Annex 5.3).

The points will be awarded under this section on the following basis:

Example:

Tenderer	Net remuneration after charges	Scoring (current account)	Total
T1	500	$65 \times (500/500) =$	65
T2	400	$65 \times (400/500) =$	52
T3	350	$65 \times (350/500) =$	46
T4	300	$65 \times (300/500) =$	39

"Price" shall be calculated using the scenario set out below which is for evaluation purposes only and not binding on the Agency.

Scenario for evaluation- for evaluation purposes, the following number of transactions is presumed per year:

- Number of SEPA receipts in EUR within EU	8,800
- Number of non SEPA receipts in EUR within EU	100
- Other currency receipts movements	50
- Number of EUR receipts from outside EU	50
- Number of EUR SEPA payments within the EU	12,000
- Number of other EUR payments within the EU	500
- Number of other EUR payments outside the EU	50
- Number of Payments in other currencies	50
- The average Balance held on current account(s)	10,000,000

For evaluation purposes only, the following assumptions will be made:

- 85% (indicative, could be another percentage) of the total number of payments of each type will be transmitted by SWIFTNet FIN, of which 2% (also indicative) to beneficiaries' accounts held with your bank;
- 15% of the total number of payments of each type will be transmitted by SWIFTNet FileAct, of which 2% to beneficiaries' accounts held with your bank.
- Only charges for 3 day or less value payments will be taken into account.

(C) Final Score:

Each tendering bank will receive a final score which will be the sum of the points obtained in both the qualitative part and the quantitative part. The tenderer scoring the highest number of points shall be awarded the contract.

Please complete all sections of Annex 5.3

4.5 Award of the contract

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

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

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the

legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

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

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

The Agency shall not sign the contract or framework contract with the successful tenderer until a standstill period of 10 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 106 and 107 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 calendar 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.

5 Annexes

5.1 Administrative documentation

The Administrative documentation includes forms concerning the identification and eligibility of tenders, as well as exclusion and selection criteria:

1. Power of Attorney document
2. Letter of intent for subcontractor(s)
3. Exclusion criteria Form
4. Financial and Economic Capacity overview Form

Annex 5.1.1

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

Annex 5.1.2

**Subcontractor / Letter of Intent
Open Procedure No. ECHA/2013/305 for the "Insert title"**

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 [insert name of the tenderer].

Declares hereby accepting the General Conditions of the draft Framework Contract attached to the tendering specifications for this call for tender, and in particular Article II.18 in relation with checks and audits.

Full name

Date

Signature

Annex 5.1.3

Declaration of honour on exclusion criteria and absence of conflict of interest

(Complete or delete the parts in grey italics in parentheses)

[Choose options for parts in grey between square brackets]

The undersigned (*insert name of the signatory of this form*):

in [his][her] own name (*for a natural person*)

or

representing the following legal person: (*only if the economic operator is a legal person*)

full official name:

official legal form:

full official address:

VAT registration number:

➤ declares that [the above-mentioned legal person][he][she] is not in one of the following situations:

- a) is bankrupt or 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;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with 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 performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering

or any other illegal activity, where such activity is detrimental to the Union's financial interests;

- f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.
- declares that the natural persons with power of representation, decision-making or control¹⁰ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;
 - declares that [the above-mentioned legal person][he][she]:
- g) has 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 affinity, family, emotional life or any other shared interest;
- h) 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) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
- j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties¹¹ if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

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

10 This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

11 As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

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.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name

Date

Signature

Annex 5.1.4

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.

5.2 Conditions for the execution of the contract

CONDITIONS FOR EXECUTION OF THE CONTRACT

Tenderer

Name:

Address:

Person to be contacted:

Tel.:

Fax:

e-mail:

**Name and Address of Branch
located in Helsinki Area:**

Tel.:

Fax:

e-mail:

(To be completed)

CONDITIONS FOR EXECUTION OF THE CONTRACT

The following conditions for execution of the contract form an integral part of it and will have to be fully observed during the whole period of execution of the contract. Failure to comply with any of these conditions may result in the termination of the contract by ECHA in accordance with Articles II.1.9 of the service contract.

CONDITION N° 1.

The establishment of your bank where the bank account will be located meets the operating conditions imposed by the competent supervisory authorities of a Member State of the European Union and has all the authorisations necessary to execute the required services.

CONDITION N° 2.

Your bank undertakes not to execute a payment that would render a bank account into debit on the value date.

If your bank is requested to make payments which would make the bank account go into debit, such payments must not be carried out and your bank must contact ECHA immediately, in order to ask for instructions.

Accordingly, **NO debit interest will be accepted by ECHA.**

CONDITION N° 3.

Your bank will process all ECHA's payment instructions in EUR to beneficiary's accounts held within the SEPA area, as SEPA credit transfers unless, for any reason related to ECHA's instruction or to the payee's payment service provider, this will not be possible.

In the event that ECHA's payment instructions containing all details required to be processed as SEPA credit transfer cannot be treated as such for any reason related to the payee's payment service provider, your bank will ensure that these payments are executed via other channels than the SEPA clearing, provided that the payment details contained in ECHA's instructions are correct.

CONDITION N° 4.

Your bank undertakes to observe the following conditions in respect of debit transactions:

- provided the payment instruction has been received by your bank before the cut-off time and condition n° 2 is respected, the value date given by ECHA has to be strictly respected by your bank,
- any charges invoiced will be fixed and not depend on the amount of the transaction,
- the most favourable exchange rate for ECHA will be applied to all transactions in foreign currency involving an exchange operation and the same charges will be applied by your bank as to an equivalent transaction in EUR,
- for all payments to other payment service providers, the full amount, with no charges deducted, will be credited to the payee's payment service provider's account , without exception, within no more than one day of value.
- no charges will be debited and the value date will be compensated for transfers between ECHA bank accounts.
"Compensated value date" means that the ECHA bank account is debited, and the receiving ECHA bank account is credited with the same value date.
- With the exception of "non-SEPA" payment instructions on which the ECHA mentions "OUR" in the field 71A of the Swift MT103, no correspondent costs can be debited to ECHA.
- in case of executing a payment via an intermediary bank chosen by your bank, your bank will be liable for the correct execution of the payment until the funds are available to the beneficiary's bank (or other payment service provider).

CONDITION N° 5.

Your bank undertakes to debit in one go on a monthly basis all charges and commissions related to the month, with value date the last day of each month (31.01.xx etc). The supporting calculation and statement must be sent by your bank at the latest on the 15th day of the following month.

Your bank will send to ECHA **by the above deadline** a statement of charges indicating:

- the number of transactions of each type, consistently with pricing tables in Annex 5.3
- the unit cost of each type of transaction,
- their total cost,
- the date when the statement of charges was produced,
- details of any other charges.

According to the Protocol on privileges and immunities of the European Union, ECHA is exempt from all taxes and duties. However, if your bank is required under the relevant tax legislation to pay VAT on the charges and commissions it receives under the terms of the contract, the amount should be clearly identified in the statement of charges.

CONDITION N° 6.

Your bank undertakes to observe the following conditions in respect of credit transactions:

- any charges invoiced will be fixed and not depend on the size of the transaction,
- the most favourable exchange rate for ECHA will be applied to all transactions in foreign currency involving an exchange operation and the same transaction charges will be applied by your bank as to an equivalent transaction in the currency of the bank account (EUR),
- your bank undertakes to ensure that the value date for the Agency is the date when the funds are received, provided the respective order has been received by your bank before the cut-off time.

CONDITION N° 7.

In respect of the remuneration of the bank account, your bank undertakes to:

- remunerate all balances on all the days of the **period** (including in particular the 29.02 during leap years),
- apply the appropriate rate,
- maintain a constant spread throughout the duration of the contract,
- use the formula specified in Annex 5.3 to determine the amount of the remuneration.

CONDITION N° 8.**a) Remuneration of the account:**

Your bank undertakes to credit in one go on a monthly basis ECHA's bank accounts with the interest of the month with value date the last day of the month.

b) Interest statement:

An interest statement is produced by your bank at the end of each month for current accounts or whenever an account is closed, or on special request from ECHA, and sent to ECHA at the latest on the 10th of the following month.

Your bank will send to ECHA **by the above deadline** such interest statement, indicating:

- The daily balances on all days of the month
- The interest rate applicable (basic rate and spread)
- The daily amount of interest earned
- The total amount of interest for the month, showing separately any possible adjustments for previous periods

The bank year is based on 360 days.

CONDITION N° 9.

Your bank undertakes to correct, at ECHA's request and at no charge, the value date for crediting the bank account of a beneficiary who is in your books or for crediting the bank account of a bank for which you are correspondent bank, merely by making an identical correction to the date when ECHA's bank account is debited (the value date may be in the past).

If your bank is requested to modify a value date which would tip ECHA's bank account into debit, such modification must not be carried out and your bank must immediately contact ECHA in order to ask for instructions.

CONDITION N° 10.

The establishment of your bank where the bank account will be located must be able to receive, and to process without delay :

- payment instructions in XML format based on the European Payments Council "SEPA credit transfer scheme customer-to-bank implementation guidelines", sent by ECHA via SWIFNet FileAct,
- payment instructions (in particular MT103, MT101) sent by ECHA via SWIFNet FIN,
- instructions for transfers between accounts of ECHA (in particular MT200, MT202, MT210) sent by ECHA via SWIFNet FIN.

Please note that ECHA operates under its own SWIFT code "EUCOBEBBAECA". Your bank must be able to handle any other future change by SWIFT concerning transmission of payment instructions (including mass payments) and bank statements, accordingly.

CONDITION N° 11.

When payments are executed, the number of characters available to inform payees holding a bank account with your bank, or the payment service providers of other payees, of the reason for payment must be at least equal to the number of characters indicated by your bank in Annex 5.3.

CONDITION N° 12.

Your bank must be able to provide to ECHA, on the day following each transaction on the account, a SWIFT MT940 statement showing:

- the **exact** Debit/Credit mark (according to the SWIFT codification) in subfield 3 of field 61,
- the **exact** transaction type identification code (according to the SWIFT codification) in subfield 6 of field 61,
- in the case of an individual payment, the reference of the payment as indicated by the ECHA in subfield 7 of field 61,
- in field 86, for credit entries, the complete reference and information given by the remitter.

CONDITION N° 13.

Based on a stand-alone Fee recording system used by the Agency your bank must be in a position to provide daily bank statements in the standard form as defined by the Federation of Finnish Financial Services (FKL, www.flk.fi).

This is to ensure that the banking services provided meet the Agency's in-house information technology operational needs.

- The electronic bank statements provided by the banking software of the bank to be selected must follow the payment service record standards.
- The bank must be able to provide ECHA with a banking software that meets the data security requirements of the Agency.
- The bank must be ready to provide ECHA with other technical solutions for the firewall issue if required due to changes in the banking software technology.

CONDITION N° 14.

Your bank will submit, within a reasonable delay, a confirmation of account balances, loans, signatures and any open items, as of December 31 of each year, for the annual audit of accounts to the European Court of Auditors or at any other date to any other auditor named by ECHA. In each case, your bank will send a copy of the documents submitted to the auditors to ECHA at the following address:

**EUROPEAN CHEMICALS AGENCY
The Accounting Officer**

**Annankatu 18
P.O. Box 400
FIN – 00121 HELSINKI FINLAND**

CONDITION N° 15.

Finally, your bank must undertake not to invoice any charges and commissions other than those specified in this invitation to tender, even if those charges are levied by an intermediary bank or by the payee's payment service provider, unless explicitly authorised by ECHA.

SIGNATURE OF THE BANK'S REPRESENTATIVE(S) FOR THE ACCEPTANCE OF THE CONDITIONS N° 1-15.

<u>Company</u> <u>name/forename/surname/function</u> signature[s]:	<u>Company</u> <u>name/forename/surname/function</u> signature[s]:
Done at, date / /	Done at, date / /

5.3 Documentation regarding award criteria

Award Criteria Form

A. Qualitative Proposal

Please mark the appropriate boxes:

(AW 1) When a payment/receipt in EUR is made, how much information is received by the beneficiary or his bank concerning the reason for payment? (max. 10 points)

	SEPA payment (please indicate number of characters)	<i>Related Points</i>
< 140 characters		max 2
>= 140 characters		4

	Other payments (please indicate number of characters)	<i>Related Points</i>
< 140 characters		max 1
>= 140 characters		2

	SEPA Receipts (please indicate number of characters)	<i>Related Points</i>
< 140 characters		max 2

>= 140 characters		4
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(AW 2) In the tables below (Quantitative Section) please specify for each type of transaction the number of working days (zero, 1, 2 or 3 days) required to execute the transaction provided the instruction reaches the bank by the cut-off time. The maximum points will be awarded to the tenderer with the most favourable execution time and cut-off time and in descending order thereafter. (max. 10 points)

(AW 3) Helpdesk Contact for the Agency (max 15 points)

Please describe your "Help-desk Services" in light of technical expertise, contact and query response times. The Bank's support facilities should include its ability to answer queries during normal working hours, in the official language of the Agency (which is English). This should also include information about the plan of the tenderer for the disruption to business, of either party.

The bank declares it is able to provide the above services.

Comments/evidence:

Please attach details of support services offered and ability to answer queries in the Agency's official language

B. Quantitative Proposal

The income of the current bank accounts (less costs) is calculated on the basis of the expected total result of remuneration of the balance in the current bank accounts less the costs for payments to beneficiaries.

The Debit movement tables below provide for the costs charged by the bank for the transactions performed by the contracting party on its current bank accounts.

- in column C **the number of working days** (zero, 1 or 2 days) **required to execute the transaction** provided the instruction reaches the bank by the cut-off time (column D),
- **the cost of the transaction in EUR** for interbank movements (column E),

- **the cost of the transaction in EUR for payments to beneficiaries with a bank account held at your bank**, if the value date for the beneficiary is the value date of debit of the Agency's account (column F), or if the value date for the beneficiary is that applied as per your standard conditions (column G),
- in column H, **the standard value conditions applicable to the beneficiary** (zero, 1 or 2 days) **with a bank account held at your bank**, expressed in working or calendar days (column I, W or C respectively).

N.B. 1. Costs shall represent the charges borne by the Agency for each individual payment instruction.

2. Costs quoted must not include VAT, if any is applicable. Please note that according to the Protocol on Privileges and Immunities of the European Union, the Agency is exempt from all taxes and duties (see also condition 5 on page 18 of this document and art. II.11.2 of the framework service contract).

DEBIT MOVEMENTS - SEPA PAYMENTS

Description of transaction		Execution period		Cost of transaction (in EUR)			Standard float applicable to beneficiary (**)	
Method of transmission	Beneficiary's Bank	Working days	Cut-off Time Helsinki(*)	Customer of another bank	Your customer with zero float	Your customer with standard float	Days	Type (W or C)
A	B	C	D	E	F	G	H	I
XML (FileAct)	Your bank							
	Another bank in the SEPA Area							
SWIFT FIN	Your bank							
	Another bank in the SEPA Area							

(*) For evaluation purposes, only a cut off time of 12:00 Helsinki time or later will be considered as "same day".

(**) no standard float may be quoted to beneficiaries with other banks (see condition 4).

DEBIT MOVEMENTS - OTHER PAYMENTS IN EUR

Description of transaction		Execution period		Cost of transaction (in EUR)			Standard float applicable to beneficiary (**)	
Method of transmission	Beneficiary's Bank	Working days	Cut-off Time Helsinki(*)	Customer of another bank	Your customer with zero float	Your customer with standard float	Days	Type (W or C)
A	B	C	D	E	F	G	H	I
SWIFT FIN	Your Bank							
	Another Bank within European Union							
	Another Bank outside European Union							
LETTER (For information purposes only)	Your Bank							
	Another Bank within European Union							
	Another Bank outside European Union							

(*) For evaluation purposes, only a cut off time of 12:00 Helsinki time or later will be considered as "same day".

(**) no standard float may be quoted to beneficiaries with other banks (see condition 4).

DEBIT MOVEMENTS - PAYMENTS IN OTHER CURRENCIES

Description of transaction		Execution period		Cost of transaction (in EUR)			Standard float applicable to beneficiary (**)	
Method of transmission	Beneficiary's Bank	Working days	Cut-off Time Helsinki(*)	Customer of another bank	Your customer with zero float	Your customer with standard float	Days	Type (W or C)
A	B	C	D	E	F	G	H	I
SWIFT FIN	Your Bank							
	Another Bank within European Union							
	Another Bank outside European Union							
LETTER (for information purposes only)	Your Bank							
	Another Bank within European Union							
	Another Bank outside European Union							

(*) For evaluation purposes, only a cut off time of 12:00 Helsinki time or later will be considered as "same day".

(**) no standard float may be quoted to beneficiaries with other banks (see condition 4).

CREDIT MOVEMENTS (INCOME FOR ECHA)

- in column B **the number of days** (zero, 1 or 2 days) **required to execute the transaction**, expressed in working (W) or calendar (C) days (Column D), provided the instruction reaches the bank by the cut-off time (column C),
- **the cost of the transaction in EUR** for the Agency (column E),

Description of transaction	Cut-off time for credits			Cost of transaction (in EUR)
	No of Days	Cut-off time Helsinki	Days (W or C)	
A	B	C	D	E
SEPA credit movement in EUR within the EU				
Non SEPA credit movement in EUR within the EU				
Other currency credit movement within the EU				
EUR credit movement from outside EU				

Please list all other charges in addition to the specific charges identified above. The tenderer should also take into account Condition No.14 when listing other charges.

Any remuneration on current accounts must be calculated **monthly** on the basis of the following formula:

$$\text{Remuneration} = \frac{\sum_{i=1}^n B_i * (R_i + \text{Spread})}{\text{Bank year} * 100}$$

where n = Exact number of days in the month
 Bi = Balance on day i
 Ri = Eonia® (Euro OverNight Index Average)
 Spread = Margin taken or offered by your bank in %
 Bank year = 360 days

- and
- (1) All balances must be remunerated at the same rate.
 - (2) No other rate may be used.
 - (3) For the purposes of calculation an average Current Bank account balance of 10.000.000 EUR will be used.
 - (4) Your spread in relation to the reference rate will be equal to:

If you cross out the sign " - " : **the balance on the bank account will be remunerated at a rate higher than the Ri** (given the sign + of the formula of the remuneration).

Example : $Ri = 0,080\%$ + or : your bank is offering 0,105%

If you cross out the sign " + " : **the balance on the bank account will be remunerated at a rate lower than the Ri** (given the sign - of the formula of the remuneration).

Example : $Ri = 0,080\%$ + or : your bank is offering 0,055%

For evaluation purposes only, EONIA® will be assumed to be 0.080%.

The spread must remain constant throughout the duration of the contract.

Please complete the table below

+	or*	-	%
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*Delete as appropriate

5.4 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	Partner in joint bid	Single contractor	Main contractor	Sub-contractor
Power of attorney of partners in joint bid indicating the group leader (see section 4.1.2.1)	1		■			
Letter(s) of intent of subcontractor(s) (see section 4.1.2.1)	1					■
Legal Entity Form (see section 4.1.2.1)	1	■	■	■		■
Supporting documents for the Legal Entity Form	1	■	■	■		
Exclusion Criteria Form (see section 4.1.2.1)	2	■	■	■		■
Evidence of Economic and financial capacity (see sections 4.1.2.1)	3	■	■	■		■
Financial and Economic Capacity Overview Form and documents required (see section 4.4)	3	■	■	■		
Evidence of Technical and professional capacity (see sections 4.1.2.2)	3	■	■	■		■
Documents in free format (see section 4.4)	3	■		■		

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

Description	Section	Coordinator or single tenderer
Conditions for the execution of the contract	4	■
Technical offer and Financial offer (Award Criteria Form)	4	■