

ECHA/2010/93

Multiple framework contracts
with re-opening of competition
and division into five lots
for the provision of consultancy services

Open procurement procedure
Contract notice: OJ S 208-2010-316915

Invitation to tender
Specifications
Model contract

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1 Technical Specifications

1.1 Background

Established on 1 June 2007, the European Chemicals Agency (hereinafter referred to as ECHA or the Agency) is at the heart of the new regulatory system for chemicals in the European Union set out in the REACH Regulation (REACH)¹. It has also been playing an important role in the new Regulation on the Classification, Labelling and Packaging of substances and mixtures (CLP)² since 2008. These legislative acts are directly applicable in all Member States without the need for their transposition into national law. The purpose of the REACH and CLP system is to ensure a high level of protection of human health and the environment and to facilitate the free circulation of substances within the single market. In addition, REACH promotes alternative methods to animal tests to assess the hazards of chemicals, and enhances competitiveness and innovation. REACH is based on the principle that it is for manufacturers, importers and downstream users to ensure that they manufacture, place on the market or use such substances that do not adversely affect human health or the environment. Its provisions are underpinned by the precautionary principle. More information about the Agency, its structure and activities can be found on the Agency website³.

ECHA's mission is to manage all REACH and CLP tasks by carrying out or co-ordinating the necessary activities, in order to ensure a consistent implementation at Community level and to provide Member States and the European institutions with the best possible scientific advice on questions related to the safety and the socio-economic aspects of the use of chemicals. This is achieved by ensuring a credible decision-making process, using the best possible scientific, technical and regulatory capacities and by working independently in an efficient, transparent and consistent manner. Efficient knowledge and information management are thus necessary for the smooth and reliable functioning of the Agency.

While approaching a more mature state with regard to its management and administration, ECHA is still further developing its management tools and internal procedures. A reorganisation will take place in 2011 in ECHA and three new Directorates will be created. It will be an important management challenge to ensure that this takes place smoothly, in particular by adapting the management processes to the larger organisation and ensuring their effective implementation. This will require, among other things, mature planning of the activities at each level of the organisation and will require development of tools to integrate planning, resource allocation, performance monitoring and risk management. ECHA's corporate level planning and reporting responsibilities derive directly from REACH.

ECHA will continue the implementation of the Integrated Quality Management System and documentation of the process system and related procedures, so that they fit into the new structures of a fast developing Agency and are adapted to the level of risk associated with the effective running of operations. The focus will shift towards the system assessment and evaluation with a view on optimisation and improvement. The preparation for certification according to ISO 9001 will continue.

In view of the rapid growth of ECHA, the progressive expansion of its core areas of operation, and its changing control environment, it is important that the corporate risk management system is further enhanced.

ECHA's security policy has been identified as a priority for the next few years in order to ensure that the Agency's personnel, information assets (in particular registration data), the buildings and equipment are adequately protected. This includes formalising key

¹ Regulation (EC) No. 1907/2006

² Regulation (EC) No. 1272/2008

³ <http://www.echa.europa.eu>

procedures, reinforcing relevant structures and setting up a full-scale business continuity plan.

The working language of the Agency is English.

1.2 The Services

The services required under these Framework Contracts are organised in five separate lots, each covering a distinct area of expertise.

1.2.1 Lot 1: Strategic Management

The Agency has established a planning and reporting cycle based on the requirements of the REACH and the Financial Regulation⁴. It includes multi-annual and annual work programmes, setting objectives and measuring their achievement, preparing a general report of the activities of the Agency as well as an annual activity report of the authorising officer⁵. The actions contained in this lot comprise assistance to the Agency in establishing and developing strategic management, including planning, monitoring and reporting and organisational development, in order to enable efficient and effective functioning of the Agency and monitoring thereof.

What follows is a non-exhaustive list of activities planned under Lot 1:

- Assistance to the Agency in reviewing and improving its governance
- Assistance to the Agency in establishing and developing planning, monitoring and reporting:
 - Development of methods, tools and techniques for strategic planning of the activities of the Agency e.g. setting short/long term objectives and targets, prioritisation of activities and building scenarios in order to ensure efficient and effective use of resources and by taking into account the risks.
 - Development of methods, tools and techniques for measuring and monitoring the performance of the Agency e.g. by defining indicators and other performance measurements, developing scoreboards and developing early warning systems.
 - Development of methods, tools and techniques for reporting about the Activities and the performance of the Agency e.g. analysing information needs, identification of reporting tools and designing the presentation of data.
 - Support with implementation and adaptation of the planning, monitoring and reporting methods, tools and techniques.
- Assistance to the Agency in organisational development:
 - Development of methods, tools and techniques for managing change.
 - Development, review and analysis of management processes
 - Review and analysis of the organisation.
- Assistance to the Agency in the definition and provision of general training within the scope of this Lot applicable at the Agency and training targeting different staff groups and their specific needs, in particular:

⁴ Article 96, 97 and 99 of the REACH Regulation, implemented by the following decision of the Management Board: http://echa.europa.eu/doc/about/organisation/mb/mb_53_2008_financial_regulation.pdf

⁵ Financial Regulation Articles 33, 38 and 40.

- Establishment or review of training strategies and programmes;
 - Design and content development, also for remote and web based training, of general and specific training courses and webinars, elaboration of training material, facilitating, and holding training courses;
 - Organising and running targeted workshops or reflection days for Directorates, Units, or certain categories of staff;
 - Organising events aimed at informing staff about ECHA's strategic management issues,
- Preparing content to support the necessary communication, concerning strategic management.

1.2.2 Lot 2: Internal Control and Risk Management

The Agency is responsible for setting up an appropriate system for internal control. The Agency's annual activity report⁶ indicates the results of the operations by reference to the objectives set, the risks associated with these operations, the use made of the resources provided and the efficiency and effectiveness of the internal control system.

ECHA Quality and Internal Control Standards state that *the Agency shall perform on a regular basis a risk analysis at the process level. A high-level risk management process that is in line with applicable provisions and guidelines shall be integrated into the annual activity planning.* The risk management methods are still under development.

What follows is a non-exhaustive list of activities planned under Lot 2:

- Assistance to the Agency in establishing an integrated internal control system and in creating and developing methods, tools and techniques for internal control:
 - Establishment of the integrated internal control system e.g. by defining baseline requirements for the standards or other means to achieve and implement an integrated internal control system and facilitating their assimilation into the management culture of the Agency.
 - Development of methods, tools and techniques related to measuring and evaluating the efficiency and effectiveness of the internal control system, e.g. through annual internal control self-assessment exercises, or reviewing internal control standards in force.
- Assistance to the Agency in communication related to the integrated internal control system, in particular:
 - Establishment or review of communication strategies related to internal control activities at the Agency based on an assessment of the needs and expectations of staff, elaboration or review and implementation of a communications plan.
 - Review of an Intranet site for internal control, analysis of the requirements of the site, content and presentation of the content, realisation and assessment of its effectiveness.
- Assistance to the Agency in establishing risk management
 - Development of methods, tools and techniques for identification and assessment of risks.
 - Support with implementation and adaptation:

⁶ Financial Regulation **MB/53/2008** Article 40: Annual activity report
http://echa.europa.eu/doc/about/organisation/mb/mb_53_2008_financial_regulation.pdf

- Particularly the adaptation of the risk management methodology in the different Directorates.
 - Facilitation of and support for the implementation of annual exercises identifying and analyzing risks; and for risk management during the year.
- Assistance to the Agency in the definition and provision of general training within the scope of this Lot applicable at the Agency and training targeting different staff groups and their specific needs, in particular:
- Establishment or review of training strategies and programmes;
 - Design and content development, also for remote and web based training, of general and specific training courses and webinars, elaboration of training material, facilitating, and holding training courses;
 - Organising and running targeted workshops or reflection days for Directorates, Units, or certain categories of staff;
 - Organising events aimed at informing staff about ECHA's internal control and risk management issues.

1.2.3 Lot 3: Quality Management

The services required under this lot are related to the development, implementation, maintenance and improvement of the Agency's Integrated Quality Management System aiming in enhancing the efficient and effective functioning of the Agency, Stakeholders satisfaction and continual improvement.

What follows is a non-exhaustive list of activities planned under Lot 3:

- Assistance to the Agency in the establishment, maintenance and continual improvement of the Agency's Integrated Quality Management System, in particular:
- Support with the elaboration or review of the overall and detailed planning of the Integrated Quality Management System, the adaptation of quality assurance in the different Directorates of the Agency, the further development and implementation of processes and procedures related to measurement, analysis and continual improvement.
 - Support with identifying and facilitating the integration of management system elements as integral components of the Agency's Integrated Quality Management System (for example: ISO 20000, ISO 27001, BS 25999, ISO 14001, EMAS, OHSAS 18001).
- Assistance to the Agency in the application of the process approach, the definition of the process system and the establishment and maintenance of Quality Management and process system documentation, in particular:
- Support with the identification, definition and analysis of processes relevant for the Integrated Quality Management System and their interaction.
 - Support with the documentation of the Agency's overall process landscape and individual processes according to the Agency's process mapping/flowcharting and description standards.
 - Support with the determination of documentation needs and the elaboration of Integrated Quality Management System procedure documents, work instructions and other related documents.

- Assistance to the Agency in its assessment of the Integrated Quality Management System, in particular:
 - Support with the planning and execution of gap audits against applicable standard requirements, evaluation of the audit findings, definition of necessary action, setting up and implementation of action plans, follow-up activities.
 - Support with the evaluation of the effectiveness of processes and procedures and the definition of appropriate action to realise continual improvement of the system.
 - Support in the preparation of the Agency for external audits and the certification exercise.

- Assistance to the Agency in the implementation and use of appropriate IT tools for its Integrated Quality Management System, in particular:
 - Definition and description of requirements, technical specifications and workflows pertaining to the Quality Management System elements for which IT assistance is needed;
 - Support for the customised implementation and validation of these IT tools ensuring their fitness for the purpose;
 - Definition and elaboration of related documentation.

- Assistance to the Agency in the definition and provision of general training in Quality Management applicable at the Agency and training targeting different staff groups and their specific needs with respect to Quality Management, in particular:
 - Establishment or review of training strategies and programmes for Quality Management and related matters taking into account the relevant standards.
 - Design and content development of general and specific training courses and webinars, elaboration of training material, facilitating, and holding training courses.
 - Organising and running targeted workshops or reflection days for Directorates, Units, or certain categories of staff.
 - Organising events aimed at informing staff about ECHA's Integrated Quality Management, organising specific training courses on particular standards or subjects.
 - Development and provision of training in the use of the software for relevant target groups.

- Assistance to the Agency in communication related to the Quality Management, in particular:
 - Establishment or review of communication strategies related to Quality Management activities at the Agency based on an assessment of the needs and expectations of staff, elaboration or review and implementation of a communications plan.
 - Review of an Intranet site for Quality Management, analysis of the requirements of the site, content and presentation of the content, realisation and assessment of its effectiveness.

1.2.4 Lot 4: Security Management

The services under this lot are related to development, implementation, maintenance and improvement of the Agency's Information Security Management System and other areas of corporate security⁷ aiming in adequately protecting the assets of the Agency and ensuring Stakeholders satisfaction and continual improvement.

What follows is a non-exhaustive list of activities planned under Lot 4:

- Assistance to the Agency in the establishment, maintenance and continual improvement of the Agency's Information Security Management System and other areas of corporate security, in particular:
 - Support with the elaboration or review of the overall and detailed planning of the Agency's security programme including the implementation of security measures in the different Directorates of the Agency.
 - Support with implementation and adaptation of the Information Security Management System (ISO 27001).
 - Development of methods, tools and techniques for security metrics (Key Performance Indicators and Key Risk Indicators), developing scoreboards and continual improvement.

- Assistance to the Agency in providing advice for security services and solutions:
 - Support with direction, approaches, best practices, benchmarks, architecture blueprints, standards and recommended tools for the Agency's needs.

- Assistance to the Agency in its assessment of corporate security, in particular:
 - Development of methods, tools and techniques.
 - Support with the planning and execution of security studies and assessments, evaluation of the findings, definition of necessary actions, setting up and implementation of action plans, follow-up activities.
 - Support in the preparation of the Agency for external audits and certifications.

- Assistance to the Agency in communication related to the Lot, in particular:
 - Establishment or review of communication strategies related to security activities at the Agency based on an assessment of the needs and expectations of staff, elaboration or review and implementation of a communications plan;
 - Review of an Intranet site for security, analysis of the requirements of the site, content and presentation of the content, realisation and assessment of its effectiveness.

- Assistance to the Agency in developing security awareness among staff
 - Identification the needs of the Agency and preparation of the concept to be used.

⁷ including e.g. personal security, physical security, information security, investigations, business continuity, crisis management, safety and communication

- Assistance to the Agency in the definition and provision of general training within the scope of this Lot applicable at the Agency and training targeting different staff groups and their specific needs, in particular:
 - Establishment or review of training strategies and programmes.
 - Design and content development, also for remote and web based training, of general and specific training courses and webinars, elaboration of training material, facilitating, and holding training courses.
 - Organising and running targeted workshops or reflection days for Directorates, Units, or certain categories of staff.
 - Organising events aimed at informing staff about ECHA's security management issues organising specific training courses on particular standards or subjects.

1.2.5 Lot 5: Information and Knowledge Management

The global objective of the services under this lot is to support ECHA in the development and implementation of its information and knowledge policies.

In the exercise of its mandate⁸ ECHA is entrusted with a large amount of information from the whole EU industry (in particular chemicals, metals, rubbers and plastics, coke and refined petroleum products etc.), and a part of this information has to be made available for the European citizens. A smooth management of this information is therefore extremely important.

For these reasons ECHA is developing and implementing an information management policy, covering the acquisition, recording, organizing, storage, dissemination, and retrieval of information, and wishes to progress in the field of knowledge management, in particular to create tools for keeping and disseminating a collective memory for the organisation.

This lot aims to support ECHA Management in directing and supporting effective and efficient knowledge management in ECHA.

What follows is a non-exhaustive list of activities planned under Lot 5:

- Assistance to the agency in founding and developing its information management and knowledge management policies:
 - Developing policies and strategies in the field of information and knowledge management, for example in the field of filing, retention, versioning, etc.
- Assistance to the agency in implementing its information management and knowledge management policies:
 - Development of methods, tools and techniques for information and knowledge management (IT services excluded).
 - Mapping of existing information.
 - Definition of information needs and requirements.
 - Preparation and design of information workflows.
 - Terminology, including the definition of metadata.
 - Preparation of the specifications of relevant IT systems for the implementation of ECHA information management policy and ECHA knowledge management.
 - Development of common knowledge in ECHA.

⁸ See section 1.1

- Assistance to the agency in specific fields of information and knowledge management, such as archiving, including physical and electronic archiving.
- Assistance to the Agency in the definition and provision of general training within the scope of this Lot applicable at the Agency and training targeting different staff groups and their specific needs, in particular:
 - Establishment or review of training strategies and programmes.
 - Design and content development, also for remote and web based training, of general and specific training courses and webinars, elaboration of training material, facilitating, and holding training courses.
 - Organising and running targeted workshops or reflection days for Directorates, Units, or certain categories of staff.
 - Organising events aimed at informing staff about ECHA's information and knowledge management issues
 - organising specific training courses on particular standards or subjects.
- Preparing content to support the necessary communication concerning information management and knowledge management.

1.3 Deliverables

1.3.1 Requirements for Deliverables

All deliverables shall be drawn up in the English language. The English language shall be used throughout the projects duration for all communication, reports and other documentation, as this is the working language of ECHA.

The format of possible deliverables can vary considerably and will be specified in the Specific Contracts or order forms. Possible formats for deliverables include (non-exhaustive list):

- Reports
- Policies
- Project plans
- Quality plans
- Training plans
- Vision documents
- Web site content
- Templates
- Designs of structures or processes
- Flowcharts
- Process maps
- Manuals
- Handbooks
- Training material, including web-based learning tools
- Meeting minutes.

All deliverables shall undergo thorough reviews and/ or tests by the Contractor before being released to the Agency for acceptance. Each deliverable will be assessed to verify that it conforms to the description of work. Only deliverables, which are approved by the

Contractor's Project Manager and/or, when required in the Specific Contracts, by the Contractor's Quality Manager, will be formally released and then become available for review and acceptance by the Agency.

Official acceptance of the work carried out will take place at milestones during and at the end of each order execution after acceptance of all deliverables forming part of the order according to the default procedures described below.

Invoices may be issued only for executed orders and tasks that have been completed and duly accepted.

Progress reports

The Contractor shall provide regular progress reports to the responsible Contract/ Project Manager at the Agency, in the layout specified in the Specific Contracts or order forms. The frequency of reporting (in general weekly or biweekly) may differ depending on the size and complexity of the service or project and will be stipulated in the Specific Contracts.

The report will include:

- A summary of the activities clearly showing the assignment of tasks to resources over time, including starting and end dates of tasks, task completion percentage, logical relation between the activities, project critical path, milestones, deliverables, delivery dates and budget execution;
- The values of the quality indicators (Contractor's services will be measured by reference to the quality standards defined at Specific Contract level);
- The risks identified and the problems encountered.

Progress reports, which have been agreed by the Agency's project team, will form part of the deliverables.

Time sheets

In case of implementation of a Time and Means specific contract, the Contractor shall provide regular time sheets including the allocation of time to tasks or deliverables per person to the responsible Contract/Project Manager at the Agency, in the layout specified in the Specific Contracts or order forms. The frequency of reporting is in general weekly, but may differ depending on the size and complexity of the service or project and will be stipulated in the Specific Contracts.

Time sheets, which have been agreed by the Agency's project team, will form part of the deliverables.

Meetings and minutes

Meetings may take place either in Helsinki or any other location as requested by the Agency's Project Managers. The frequency of meetings will depend on the size and complexity of the project and will be stipulated in the Specific Contracts.

All meetings will be conducted in English and the minutes will have to be written by the Contractor and provided within 3 working days after the meeting unless otherwise stipulated in the Specific Contracts.

Meeting minutes, which have been agreed with the Agency project team, will form part of the deliverables.

1.3.2 Acceptance of Deliverables

When a document is submitted to the Agency for review, a review cycle of T1/T2/T3/T4 will apply, where:

- T1 refers to the number of working days needed by the Agency to review the deliverable and provide the Contractor with comments on the deliverable.
- T2 refers to the number of working days allotted to the Contractor to provide its position to the comments raised by the Agency. This position will be flagged by the Agency using the following status:
 - “To be implemented”;
 - “To be discussed”;
 - “No action” with the appropriate justification. “No action” refers to comments that do not impose any action to be taken by the Contractor.

Comments for which the position of Contractor is "To be discussed" or for which the Agency does not agree with the given position will be discussed during a review meeting. A meeting decision ("No Action" or "To be implemented") will be made and recorded in the meeting minutes made by the Contractor.

- T3 refers to the number of working days allotted to the Contractor to implement the meeting decisions and release an updated version of the deliverable.
- T4 refers to the number of working days needed by the Agency to verify the correct implementation of the reviewers' remarks.

The Contractor must take into account the expected acceptance time when planning the project deliverables.

The Agency can reject a document by interrupting the review cycle when there is evidence that the quality of the deliverable is too low or when there is evidence that the objective of the document is missed.

No document is accepted by default. When the responsibility of a delay in the review process is clearly identified on the Agency side, the Contractor must alert the Agency.

After T4, the Agency will accept the deliverable only when all meeting decisions have been implemented successfully. In any other situation the Agency may reject the deliverable or ask the Contractor to resume from T3.

The default review cycle for a document is as follows:

- T1: 10
- T2: 5
- T3: 5
- T4: 5

Following final acceptance, the Agency will issue a Certificate of Acceptance.

The Contractor is to provide the required reports and documents in accordance with the conditions of the standard Framework Service Contract⁹.

⁹ See section 5.2

1.4 Resources

1.4.1 Requirements for the Resources

The requirements for the profiles indicated hereafter shall be applicable to all resources involved in the implementation of the Framework Contracts. These requirements may be further defined in the service requests for specific contracts.

NB1: Situations of conflict of interests arising during a procurement procedure are governed by Article 94 of the Financial Regulation¹⁰. Situations of conflict of interests arising during implementation of a contract are governed by Article II.3 of the Framework Contract. In this context, it must be noted that the Agency will consider in its assessment elements such as past or present affiliation with a Certification Body, which grants certification according to ISO 9001 or any other standard relevant for the Agency, in relation to the provision of services under these Lots. It will also consider in its assessment elements such as the provision of services under these Lots in relation to future contracts concerning a possible certification exercise.

1.4.1.1 Lot 1: Strategic Management

Consultant

<i>Educational and professional qualifications</i>	<ul style="list-style-type: none">• University degree or equivalent professional qualification of at least four (4) years in a field relevant to the services of the lot
<i>Professional Experience</i>	<ul style="list-style-type: none">• Experience of at least two (2) years in a field relevant to the services of the lot
<i>Knowledge and skills</i>	<ul style="list-style-type: none">• Good knowledge of the theory in the field of the services of the lot• Good drafting and written presentation skills in English• Good knowledge of office automation software (MS Word, Excel, PowerPoint, MS Project or equivalent)• Good training skills• Knowledge of written and spoken English at C1 level in the Common European Framework of Reference for Languages¹¹

Senior Consultant

<i>Educational and professional qualifications</i>	<ul style="list-style-type: none">• University degree or equivalent professional qualification of at least four (4) years in a field relevant to the services of the lot
<i>Professional Experience</i>	<ul style="list-style-type: none">• Experience of at least five (5) years in a field relevant to the services of the lot, preferably in the public sector.

¹⁰ Article 94 of Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities as amended by Council Regulation (EC, Euratom) No 1995/2006 of 13 December 2006; Article 74 of the Financial Regulation of the European Chemicals Agency adopted by the Management Board on 17 December 2008.

¹¹ <http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>

<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Excellent knowledge of the theory and practice in the field of the services of the lot • Excellent drafting and written presentation skills in English • Excellent knowledge of office automation software (MS Word, Excel, PowerPoint, MS Project or equivalent) • Excellent training skills • Knowledge of written and spoken English at C1 level in the Common European Framework of Reference for Languages¹²
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NB1: Where justified by the specific nature of tasks to be performed by the Consultant or Senior Consultant, as applicable, the Agency may stipulate at the level of specific contracts further required knowledge and skills, such as experience in public sector.

1.4.1.2 Lot 2: Internal Control and Risk Management

Consultant

<i>Educational and professional qualifications</i>	<ul style="list-style-type: none"> • University degree or equivalent professional qualification of at least four (4) years in a field relevant to the services of the lot
<i>Professional Experience</i>	<ul style="list-style-type: none"> • Experience of at least two (2) years in a field relevant to the services of the lot
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Good knowledge of the theory in the field of the services of the lot • Good drafting and written presentation skills in English • Good knowledge of office automation software (MS Word, Excel, PowerPoint, MS Project or equivalent) • Good training skills • Knowledge of written and spoken English at C1 level in the Common European Framework of Reference for Languages¹³

Senior Consultant

<i>Educational and professional qualifications</i>	<ul style="list-style-type: none"> • University degree or equivalent professional qualification of at least four (4) years in a field relevant to the services of the lot
<i>Professional Experience</i>	<ul style="list-style-type: none"> • Experience of at least five (5) years in a field relevant to the services of the lot

¹² <http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>

¹³ <http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>

<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Excellent knowledge of the theory and practice in the field of the services of the lot • Excellent drafting and written presentation skills in English • Excellent knowledge of office automation software (MS Word, Excel, PowerPoint, MS Project or equivalent) • Excellent training skills • Managerial experience • Knowledge of written and spoken English at C1 level in the Common European Framework of Reference for Languages¹⁴
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NB1: Where justified by the specific nature of tasks to be performed by the Consultant or Senior Consultant, as applicable, the Agency may stipulate at the level of specific contracts further required knowledge and skills, such as experience in public sector.

1.4.1.3 Lot 3: Quality Management

Consultant

<i>Educational and professional qualifications</i>	<ul style="list-style-type: none"> • University degree or equivalent professional qualification of at least four (4) years in a related field and professional qualification in Quality Management
<i>Professional Experience</i>	<ul style="list-style-type: none"> • Experience of at least two (2) years in a field relevant to the services of the lot
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Good knowledge of relevant standards and skills in general quality management principles, methodologies and techniques • Good knowledge of and practice in process analysis, process mapping/flowcharting and description • Good drafting and written presentation skills in English, at C1 level in the Common European Framework of Reference for Languages¹⁵ • Good oral presentation and training skills • Good knowledge of office automation software (MS Word, Excel, PowerPoint or equivalent)

Senior Consultant

<i>Educational and professional qualifications</i>	<ul style="list-style-type: none"> • University degree or equivalent professional qualification of at least four (4) years in a related field and professional qualification in Quality Management
<i>Professional Experience</i>	<ul style="list-style-type: none"> • Experience of at least five (5) years in a field relevant to the services of the lot

¹⁴ <http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>

¹⁵ <http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>

<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Detailed knowledge of relevant standards and skills in general quality management principles, methodologies and techniques, as well as management system certification • Excellent knowledge of integrated quality management • Excellent knowledge about the relationship between Quality Management and other relevant management system standards • Proficient in process analysis, mapping/flowcharting and description • Excellent drafting and written presentation skills in English, at C1 level in the Common European Framework of Reference for Languages¹⁶ • Excellent oral presentation and training skills • Excellent knowledge of office automation software (MS Word, Excel, PowerPoint or equivalent)
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NB1: Where justified by the specific nature of tasks to be performed by the Consultant or Senior Consultant, as applicable, the Agency may stipulate at the level of specific contracts further required knowledge and skills, such as:

- Experience as Internal Auditor or Lead Auditor ISO 9001, as required
- Experience with the preparation for and maintenance of ISO 9001 certification
- Profound knowledge of other relevant standards (e.g. ISO 14001, EMAS, OHSAS 18001, ISO 20000)
- Experience with the preparation for and maintenance of certification against standards other than ISO 9001
- Experience with process modelling standards and tools applicable at the Agency.

1.4.1.4 Lot 4: Security Management

Consultant

<i>Educational and professional qualifications</i>	<ul style="list-style-type: none"> • University degree or equivalent professional qualification of at least four (4) years in a field relevant to the services of the lot
<i>Professional Experience</i>	<ul style="list-style-type: none"> • Experience of at least two (2) years in a field relevant to the services of the lot in large¹⁷ organisations requiring a high security environment¹⁸.
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Good knowledge of the theory in the field of the services of the lot • Good drafting and written presentation skills in English at C1 level in the Common European Framework of Reference for Languages¹⁹ • Good knowledge of office automation software (MS Word, Excel, PowerPoint, MS Project or equivalent) • Good training skills

¹⁶ <http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>

¹⁷ A large organisation is considered to have at least 1000 employees.

¹⁸ A high security environment is considered to be finance, military, police and high-technology research and development industry or equivalent.

¹⁹ <http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>.

Senior consultant

<i>Educational and professional qualifications</i>	<ul style="list-style-type: none"> University degree or equivalent professional qualification of at least four (4) years in a field relevant to the services of the lot
<i>Professional Experience</i>	<ul style="list-style-type: none"> Experience of at least five (5) years in a field relevant to the services of the lot in large²⁰ organisations requiring a high security environment²¹.
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> Excellent knowledge of the theory and practice in the field of the services of the lot Excellent drafting and written presentation skills in English Excellent knowledge of office automation software (MS Word, Excel, PowerPoint, MS Project or equivalent) Excellent training skills Managerial experience Knowledge of written and spoken English at C1 level in the Common European Framework of Reference for Languages²²

NB: Where justified by the specific nature of tasks to be performed by the Consultant or Senior Consultant, as applicable, the Agency may stipulate at the level of specific contracts further required knowledge and skills, such as:

- (ISC)2 CISSP (or CISSP-ISSAP/ISSEP/ISSMP), SSCP or CSSLP certification or equivalent
- ISACA CISA or CISM certification or equivalent
- Experience as ISO 27001 Lead Auditor
- Experience with the preparation for and maintenance of ISO 27001 certification
- Profound knowledge of other relevant standards (e.g. BS 25999, Information Security Forum Standard of Good Practice or German Federal Office for Information Security (BSI) IT-Grundschutz)
- Experience with the preparation for and maintenance of certification against standards other than ISO 27001.

1.4.1.5 Lot 5: Information and Knowledge Management

Consultant

<i>Educational and professional qualifications</i>	<ul style="list-style-type: none"> University degree or equivalent professional qualification of at least four (4) years in a field relevant to the services of the lot
<i>Professional Experience</i>	<ul style="list-style-type: none"> Experience of at least two (2) years in a field relevant to the services of the lot
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> Good knowledge of the theory in the field of the services of the lot Good drafting and written presentation skills in English Good knowledge of office automation software (MS Word,

²⁰ A large organisation is considered to have at least 1000 employees.

²¹ A high security environment is considered to be finance, military, police and high-technology research and development industry or equivalent.

²² <http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>.

	<p>Excel, PowerPoint, MS Project or equivalent)</p> <ul style="list-style-type: none"> • Good training skills • Knowledge of written and spoken English at C1 level in the Common European Framework of Reference for Languages²³
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Senior consultant

<i>Educational and professional qualifications</i>	<ul style="list-style-type: none"> • University degree or equivalent professional qualification of at least four (4) years in a field relevant to the services of the lot
<i>Professional Experience</i>	<ul style="list-style-type: none"> • Experience of at least five (5) years in a field relevant to the services of the lot
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Excellent knowledge of the theory and practice in the field of the services of the lot • Excellent drafting and written presentation skills in English • Excellent knowledge of office automation software (MS Word, Excel, PowerPoint, MS Project or equivalent) • Excellent training skills • Knowledge of written and spoken English at C1 level in the Common European Framework of Reference for Languages²⁴

1.4.2 Volume of Resources

Please note that the average annual number of person-days per lot as indicated below is indicative. The actual use of profiles during the execution of the Framework Contracts may vary depending on the type of project or study. The figures below are estimations and the total value of the contracts depends on the quantities the Agency will order. However, the Agency cannot commit itself to exact quantities to be ordered.

The average annual number of person-days per lot is estimated to be:

- Between 25 and 100 days for lot 1
- Between 25 and 100 days for lot 2
- Between 40 and 400 days for lot 3
- Between 40 and 200 days for lot 4
- Between 25 and 200 days for lot 5

The Agency may exercise the option to increase the estimated value at a later stage via negotiated procedure with the successful tenderer(s) in accordance with Art. 126 (1) (f) of the Implementing Rules of the Financial Regulation²⁵.

²³ <http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>

²⁴ <http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>

²⁵ Commission Regulation (EC, Euratom) No 1261/2005 of 20 July 2005, Commission Regulation (EC, Euratom) No 1248/2006 of 7 August 2006 and Commission Regulation (EC, Euratom) No 478/2007 of 23 April 2007, amending Regulation (EC, Euratom) No 2342/2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities.

2 The Contracts

2.1 The Subject of the Contracts

The subject of the contract²⁶ is the provision of consultancy services in one of the following lots: Strategic Management; Internal Control and Risk Management; Quality Management; Security Management; Information and Knowledge Management²⁷.

2.2 The Nature of the Contracts

The Contracts are multiple framework service contracts with reopening of competition and division into lots²⁸.

The contractual relationship between the Agency and the successful tenderers will be governed by a special type of Contract known as a "Framework Contract". 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" concluded in implementation 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.

The Agency intends to establish Framework Contracts with a minimum of two and a maximum of five contractors for each of the lots²⁹.

There will be reopening of competition for each Specific Contract awarded within a lot.

2.3 Starting Date of the Contract and Duration of the Tasks

The Contract shall enter into force on the date on which it is signed by the last contracting Party. The indicative intended date for signing the Framework Contracts is in the first quarter of 2011.

The Frameworks Contract will run for a period of 24 months with a possible renewal up to one time by 24 months (for a maximum total of four years). The Agency has the right to cancel the Framework Contract at any point. 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.

²⁶ See section 5.2.

²⁷ See section 1.2

²⁸ Article 88 of the Financial Regulation and Art. 117 of the Implementing Rules of the Financial Regulation. For further information see e.g. Section 3.4 in "Explanatory Note - Framework Agreements - Classic Directive" at http://ec.europa.eu/internal_market/publicprocurement/docs/explan-notes/classic-dir-framework_en.pdf

²⁹ See section 1.2.

2.4 Place of Performance

The place of performance of the tasks shall be either the Contractor's premises or the Agency's premises, as will be stipulated in the Specific Contracts. In exceptional cases, travel outside the normal location may be required, at the request of the Agency.

2.5 Terms of Payment

The terms of payment will be laid down in the Specific Contracts.

Payments shall be made in accordance with Articles I.3, I.5 & II.4 of the model Framework Contract.

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

2.6 Guarantees

Pre-financing guarantee

Where required by the Specific Contract, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a Third Party³⁰.

Performance guarantee

The Contractor may be required to provide a performance guarantee³¹ for an amount of 10% of the value of a Specific Contract and for its whole duration, which shall cover performance of the Specific Contract in accordance with the terms set out in Annex A to the Specific Contract. It shall be released six (6) months after complete execution and the last payment under the Specific Contract.

For Specific Contracts or order forms with a value equal to or above 500 000 EUR, the Contractor shall be required to provide a guarantee. The guarantee shall be issued by a bank, an authorised financial institution or a Third Party in favour of the Agency.

For Specific Contracts or order forms with a value below 500 000 EUR, the Contractor may be required to provide a guarantee. The guarantee may also be constituted by deductions from payments as and when they are made.

2.7 Liability

2.7.1 Joint Offers

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

Statements saying, for instance:

³⁰ Guarantees shall be provided in accordance with the model available in section 5.2.

³¹ Guarantees shall be provided in accordance with the model available in section 5.2.

- 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.

2.7.2 Subcontracting

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

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

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

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

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

2.8 Data Protection

Any personal data included in or relating to the Contract, including its execution shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. The data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by the Agency Data Controller without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in application of Union law. The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the Agency 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, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

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

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

2.9 Implementation of the Framework Contract

The Contract shall be implemented through Specific Contracts, either on a Time and Means or a Fixed Price basis, in accordance with the provisions related to these order types, as specified hereafter.

2.9.1 Order Types

Services shall be provided on the basis of two different kinds of orders:

- Time & Means orders, which correspond to the order of a maximum number of days performed at the Agency's premises.
- Fixed Price orders, which correspond to the order of a defined work.

2.9.1.1 Time & Means Orders

Time & Means (TM) orders are used for medium-long to long term assignments of work that is executed inside the Agency's premises (i.e. on-site, intra-muros). One full year corresponds normally to an effective workload of 220 days.

The following conditions relating to Time & Means orders apply:

- In a Time & Means Service Request the Agency specifies the workload (by indicating the maximum total number of person-days) and its specific needs for the requested profiles. The Service Request can combine different profiles, with the requested quantity for each profile and the individual workload.
- The Contractor must present an offer meeting the requirements as specified in the Service Requests and associated documents.
- The technical proposal must also contain the CV's of the proposed consultants. Pre-defined CV forms must be used. All information indicated in the CV has to be correct and validated by the Contractor. Contractor's staff proposed must match the required profile description and the specific needs indicated in the Service Request³². The Contractor must be able to propose per requested consultant position at least two qualified persons to choose from.
- The financial proposal must include the price and the reimbursables, where applicable. The price must be based on prices per person-day equal or below the maximum on site prices per person-day indicated in the financial proposal for the Framework Contract. The prices must be all-inclusive. However, travel expenses shall be reimbursed, but only in case of work performed at a location other than the Agency's premises, as indicated in the request for services. Work is normally performed on the Agency's premises. In some cases, on the Agency's request travels outside the normal location can be required.
- Persons proposed must be available for interviews during 10 working days as from the Offer Date³³.
- Persons proposed must be available at the start of the project.
- When a person is no longer available before the start of a new Contract, the Contractor is obliged to inform the Agency immediately. If the Specific Contract is not yet signed by both parties, the Contractor shall propose new candidates with the equivalent qualifications and experience and as required for the profile. If the Specific Contract is signed, the Agency can either ask for a replacement with the performance of 10 working days free of charge or exercise its rights under Article II.1.9 to the Framework Contract.
- On the Agency's demand, during holidays or other periods of planned absence by the person employed, the Contractor will be required to provide an adequate replacement. The replacement person will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to the Agency. All such training and handover work will be carried out at the Contractor's expense.

³² See section 1

³³ See Roadmap

- On the Agency's demand, the Contractor must replace personnel who prove incapable of carrying out the specified tasks to the required standards. The replacement candidate will be given sufficient training during an adequate handover period, so that he/she may be immediately operational when the original candidate is withdrawn. Any such replacement and training, if required, will be carried out at no additional cost to the Agency.
- The Contractor shall give a month notice to the Agency of any personnel changes in the team. The prior agreement of the Agency must be obtained.
- In case of 'force majeure', if the original person is no longer able to carry out the work, the Contractor is obliged to inform the Agency, immediately provide a competent replacement person and arrange sufficient training (during an adequate handover period where possible) to guarantee continuity of the service provided to the Agency. Any such replacement will be effected at no additional cost to the Agency.
- In case of replacement, the handover period must be at least 10 working days, free of charge of the Agency. If no handover is possible and additional training is needed for the replacement person, at least 15 working days (free of charge for the Agency) must be performed by the replacement person.
- In case of replacement, the Contractor must propose a minimum of one replacement person with the equivalent qualifications and experience and as required for the profile. If the Contractor does not propose suitable replacement staff, the Agency may immediately terminate the Contract.
- The invoicing is based on the number of days of actual services rendered and on the acceptance of the deliverables by the Agency.
- For activities performed in the Agency, the performance will take place during ECHA working hours, and not during ECHA public holidays³⁴

2.9.1.2 Fixed Price Orders

Fixed Price (FP) orders are assignments of work executed outside the Agency's premises (i.e. off-site or extra-muros) or of work executed both outside and inside the Agency's premises.

The following conditions relating to fixed price orders apply:

- In a Fixed Price Service Request the Agency specifies the deliverables corresponding to the work to be delivered as well as the delivery schedule.
- The Contractor must present proposals meeting the requirements as specified in the Service Requests and associated annexes (specifications, work packages, deliverables, deadlines etc.). The technical proposal must include a project plan. It has to indicate the proposed activities, the team structure, where applicable, profiles, roles, responsibilities and workload (person-days) of the consultant(s).
- The technical proposal must also contain the CVs of the proposed consultants. Pre-defined CV forms must be used. All information indicated in the CV has to be correct and validated. Contractor's staff proposed must match the required profile description and the specific needs indicated in the Service Request³⁵. The Contractor must be able to propose per requested consultant position at least two qualified persons to choose from.
- The financial proposal must include the price and the reimbursables, where applicable. The total price must be based on the estimation of the number of days for each profile and on prices per person-day equal or below the maximum off site price per person-day indicated in the financial proposal for the Framework Contract. The prices must be all-inclusive. However, travel expenses shall be reimbursed, but only

³⁴ For 2010: http://echa.europa.eu/about/hours_en.asp

³⁵ See section 1

in case of work performed at a location other than the Contractor's premises, as indicated in the request for services.

- Work is performed typically off-site, on the Contractor's premises. However, some assignment may be for work to be executed on both the Agency's and the Contractor's premises. The Contractor shall provide all necessary infrastructure on his premises for the successful execution of the work.
- For activities performed in the Agency, the performance will take place during ECHA working hours, and not during ECHA public holidays³⁶
- The deliverables must be on time, and conform to the specifications as described in the Specific Contract.
- The invoicing is based on the acceptance of the deliverables by the Agency, independently of the real workload.

2.9.2 Roadmaps

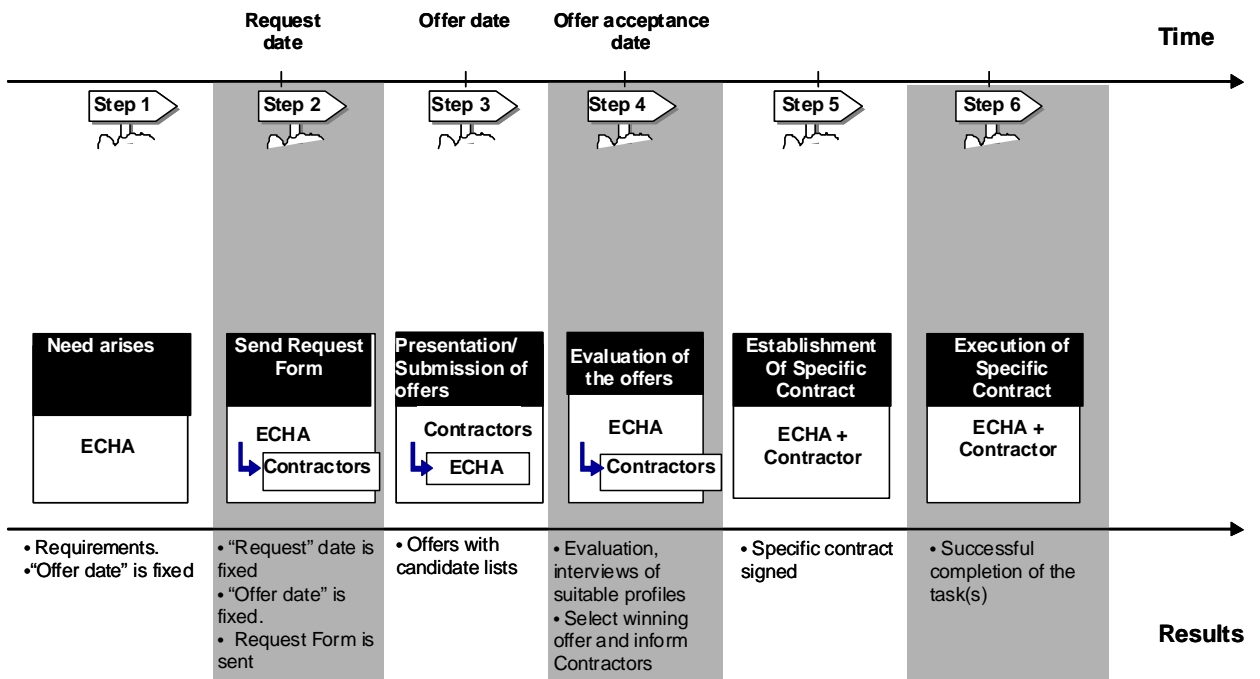
The following paragraphs detail the processes for:

- Time & Means orders
- Fixed Price orders

The involved actors are the Contractor and the Agency.

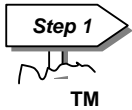
2.9.2.1 Roadmaps for Time and Means Projects

Roadmap for **Time & Means** projects



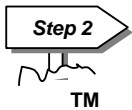
³⁶ For 2010: http://echa.europa.eu/about/hours_en.asp

Step 1: Need Identification



<i>What</i>	<ul style="list-style-type: none"> • The need for services is identified by the Agency. • The Agency prepares the requirements/specifications. • The Agency specifies how much time it wants to allow the Contractors to prepare their offer with a list of the qualified persons they propose. The time allowed to the Contractors must be at least 10 working days as from the "Request Date". This date, by which the Contractors must present their list of proposed qualified persons, is referred to as the "Offer date".
<i>Parties involved</i>	The Agency
<i>Result</i>	<ul style="list-style-type: none"> • Requirements • "Offer date" deadline is fixed.

Step 2: Service Request Dispatch



<i>What</i>	<ul style="list-style-type: none"> • The Agency prepares the service request including the "Offer date". • The Agency sends the Service Request by registered mail and e-mail to the Contractors of the corresponding Lot. The date on which the Agency sends the Request Form is referred to as the "Request date".
<i>Parties involved</i>	The Agency
<i>Result</i>	<ul style="list-style-type: none"> • "Request date" is fixed. • "Offer date" is fixed. • Service Request is sent.

Step 3: Preparation and Submission of the Offers



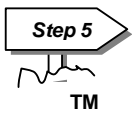
<i>What</i>	<ul style="list-style-type: none"> • The Contractors send an offer including the technical proposal and the financial proposal by the "Offer date" to the Agency. • If a Contractor does not send the offer to the Agency by the "Offer date", the Agency may consider this as not respecting the requirements.
<i>Parties involved</i>	<ul style="list-style-type: none"> • Contractors • The Agency
<i>Result</i>	Offers presented

Step 4: Evaluation of the Offers



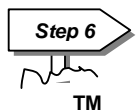
<i>What</i>	<ul style="list-style-type: none"> The period after the “Offer date” will be used by the Agency to evaluate the received offers and to organise interviews with the persons proposed during the ten working days as from the Offer date, if necessary.
<i>Parties involved</i>	<ul style="list-style-type: none"> Contractors The Agency
<i>Result</i>	The Agency selects the winning offer and informs the Contractors who have submitted an offer.

Step 5: Establishment of the Specific Contract



<i>What</i>	<ul style="list-style-type: none"> The Specific Contract is established on the basis of the accepted offer. The Specific Contract will include details of the work to be carried out, the start date, the duration in days and any other relevant information, including the offer of the Contractor.
<i>Parties involved</i>	<ul style="list-style-type: none"> Contractors The Agency
<i>Result</i>	Specific Contract is signed.

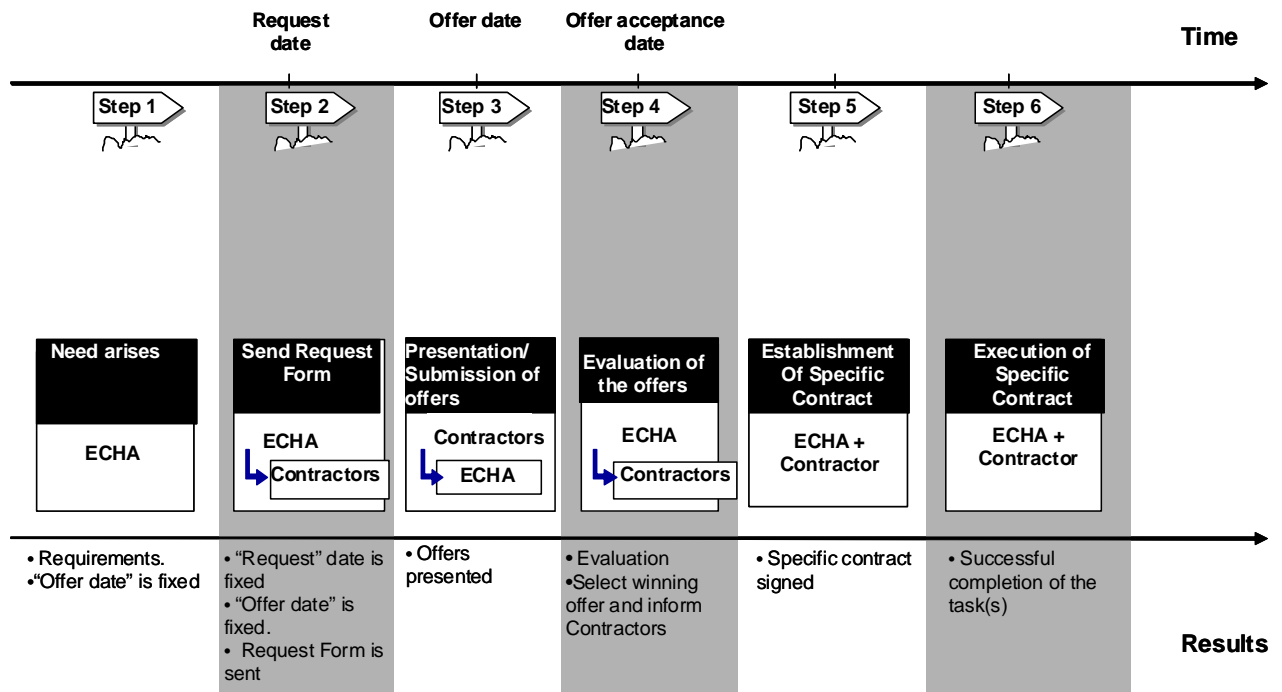
Step 6: Execution of the Specific Contract



<i>What</i>	<ul style="list-style-type: none"> The Contractor executes the Contract in line with the requirements set out in the Specific Contract. The Agency is informed on a regular basis about the intermediate results achieved. The final deliverables will be presented in a deliverables meeting.
<i>Parties involved</i>	<ul style="list-style-type: none"> Contractor The Agency
<i>Result</i>	All tasks outlined in the Specific Contract are executed.

2.9.2.2 Roadmaps for Fixed Price Projects

Roadmap for **Fixed Price** projects



Step 1: Need identification



<i>What</i>	<ul style="list-style-type: none"> • The need for services is identified by the Agency. • The Agency prepares the requirements/specifications. • The Agency specifies how much time it wants to allow the Contractors to prepare their offer. The time allowed to the Contractors must be at least 10 working days as from the Request Date. "The date, by which the Contractors must present their offer is referred to as the "Offer date".
<i>Parties involved</i>	The Agency
<i>Result</i>	<ul style="list-style-type: none"> • Requirements • "Offer date" is fixed

Step 2: Service Request Dispatch



<i>What</i>	<ul style="list-style-type: none"> • The Agency prepares the Service Request including the “Offer date”. • The Agency sends by registered mail and e-mail the Request Form to the Contractors of the corresponding Lot. The date on which the Agency sends the Request Form is referred to as the “Request date”.
<i>Parties involved</i>	The Agency
<i>Result</i>	<ul style="list-style-type: none"> • “Request date” is fixed. • “Offer date” is fixed. • Request Form and requirements are dispatched.

Step 3: Presentation of the Offer



<i>What</i>	<ul style="list-style-type: none"> • The Contractors send an offer which corresponds to the requirements, contains the technical proposal and financial proposal. • If a Contractor does not send the offer to the Agency by the “Offer date”, the Agency may consider this as not respecting the requirements.
<i>Parties involved</i>	<ul style="list-style-type: none"> • Contractors • The Agency
<i>Result</i>	Offers presented.

Step 4: Evaluation of the Offers



<i>What</i>	<ul style="list-style-type: none"> • The period after the “Offer date” will be used by the Agency to evaluate the received offers and to organise interviews with the persons proposed during the ten working days as from the Offer date, if necessary. •
<i>Parties involved</i>	<ul style="list-style-type: none"> • Contractors • The Agency
<i>Result</i>	The Agency selects the winning offer and informs the Contractors who have submitted an offer.

Step 5: Establishment of the Specific Contract



<i>What</i>	<ul style="list-style-type: none"> The Specific Contract is established based on the accepted offer. The Specific Contract will include details of the work to be carried out, the start date, the duration in days and any other relevant information including the offer of the Contractor.
<i>Parties involved</i>	<ul style="list-style-type: none"> Contractors The Agency
<i>Result</i>	Specific Contract is signed.

Step 6: Execution of the Specific Contract



<i>What</i>	<ul style="list-style-type: none"> The Contractor executes the Contract in line with the requirements set out in the Specific Contract. The Agency is informed on a regular basis about the intermediate results achieved. The final deliverables will be presented in a deliverables meeting.
<i>Parties involved</i>	<ul style="list-style-type: none"> Contractor The Agency
<i>Result</i>	All tasks outlined in the Specific Contract are executed.

3 The Assessment Procedure

3.1 Contact between the Tenderer and the Agency

In principle, no contact is permitted between ECHA 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 submission of tenders, in order (and only for this reason) to obtain additional information aimed at clarifying the nature of the contract.

Such requests for further information may be made only in writing with the subject indication, « ECHA/2010/93-Lot [...]» to the following e mail address:

contracts-team@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 its website³⁷.

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.

3.2 Opening of the Tenders

Tenders will be opened at 10:00 on 13 December 2010 at the following location:

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

³⁷ http://echa.europa.eu/opportunities/procurement_en.asp

A representative of each tenderer may attend the opening of the tenders. Tenderers wishing to attend or send a representative 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 tenders.

3.3 Evaluation of the Tenders

The evaluation will be based on each tenderer's tender. In addition, ECHA 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 tenders, will be carried out in three successive stages.

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

The aim of each of these stages is:

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

Stage 1 – application of exclusion criteria

In accordance with Articles 93 and 94 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the exclusion criteria form³⁸.

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 referred to below³⁹.

³⁸ Section 5.4.2

³⁹ Section 5.4.3

SELECTION CRITERIA
1. Financial and Economic Capacity
<p>1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.</p> <ul style="list-style-type: none"> • a minimum average annual turnover⁴⁰ for the past 3 financial years of <ul style="list-style-type: none"> - 250 000 EUR for Lot 1 - 250 000 EUR for Lot 2 - 500 000 EUR for Lot 3 - 500 000 EUR for Lot 4 - 250 000 EUR for Lot 5.
2. Technical and Professional Capacity
<p>2.1 Sufficient ability to provide the necessary human resources to provide the services for the specific lot⁴¹.</p> <ul style="list-style-type: none"> • a minimum number of 3 permanently employed staff members for each of the profiles of the lot meeting the requirements of the profile⁴².
<p>2.2 Sufficient experience in the field of the services for the specific lot⁴³.</p> <ul style="list-style-type: none"> • a minimum number of 5 contracts for the provision of similar services for a minimum of 500 person-days in total in the past 3 calendar years.

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

Stage 3 - application of award criteria

Framework contracts shall be awarded under the best-value-for-money procedure. Please note that there will be absolutely no links between evaluation results from lot to lot. The technical evaluation will be made per lot by establishing an overall technical score for each technical proposal that takes into account the individual scores for the award criteria listed below.

⁴⁰ or expenditure for public institutions

⁴¹ See section 1.2

⁴² See section 1.4

⁴³ See section 1.2

The following award criteria will be applied for the award of the Framework Contract:

No	Qualitative award criteria	Lot 1-5 Weighting (maximum points)
AW1	Quality of the tenderer's proposal for the overall management of the service	30
	Total number of points	30

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

Tenders scoring less than 50% in the points awarded will be excluded from the rest of the assessment procedure.

Technical Merit for Lot 1-5	
TM	$TM = (AW1)$

The **Technical Merit (TM)** is evaluated as follows: a maximum of **30 points** are given for the qualitative award criterion applied for the specific lot. The other offers are ranked according to the above mentioned formula, in which:

AW1 = Award Criterion 1

30 = Maximum points to be awarded

Price	
P	$P = (P_{min}/P_o) \times 70$

The **Price criterion (P)** is evaluated as follows: a maximum of 30 points is given to the lowest price offer. The offers are ranked according to the above mentioned formula, in which:

P = Classification of each price offer (points to be awarded)

P_o = Price of each offer : total price

P_{min} = Minimum price offered among all tenders

70 = Maximum points to be awarded

Final Evaluation	
X	$X = TM + P$

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

-Technical Merit (TM) (30 points)

- Price (P) (70 points)

Specific contracts shall be awarded under the best-value-for-money procedure. The contracts will be awarded to the most cost-effective tenders.

The following award criteria will be applied for the award of the Specific Contract:

No	Qualitative award criteria	Lot 1-5 Weighting (maximum points)
AW1	Quality of the offered services ⁴⁴	25
AW2	Quality of the offered resources ⁴⁵	25
	Total number of points	50

The tenders are assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

Tenders scoring less than 70% in the overall points total or less than 50% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.

Technical Merit for Lot 1-5	
TM	$TM = (AW1 + AW2)$

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

- AW1 = Award Criteria 1
- AW2 = Award Criteria 2
- 50 = Maximum points to be awarded

Price	
P	$P = (Pmin/Po) \times 50$

The **Price criterion (P)** is evaluated as follows: a maximum of **40 points** is given to the lowest price offer. The other offers are ranked according to the following formula:

$$P = (Pmin/Po) \times 50$$

⁴⁴ This will be assessed with regard to primarily the tenderer's understanding of the objectives of the service request and the methodology proposed

⁴⁵ This will be assessed with regard to primarily the qualifications, experience, knowledge and skills of the proposed consultants

in which:

P = Classification of each price offer (points to be awarded)

Po = Price of each offer : total price

Pmin = Minimum price offered among all tenders

50 = Maximum points to be awarded

Final Evaluation	
X	$X = TM + P$

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

- Technical Merit (TM) (50 points)
- Price (P) (50 points)

3.4 Award of the Contract

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

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

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

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

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

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

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

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

- 1 The Agency shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
- 2 The Agency shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State.
- 3 Where the document or certificate referred to in paragraph 1 and 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 93 of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.
- 4 Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, and 3 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer or tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever the Agency requests it.
- 5 Where they have doubts as to whether tenderers are in one of the situations of exclusion, the Agency may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
- 6 The Agency may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Agency in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Agency services to check this evidence.

4 The Tender

4.1 General Terms and Conditions

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 tender, and the technical specifications, shall become an integral part of the contract and will constitute annexes to the contract.

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

ECHA shall not reimburse any expenses incurred by the tenderers in preparing and submitting tenders.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations⁴⁶ shall apply to this invitation to tender.

Variants are not allowed.

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

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

Up to the point of signature of the contracts, ECHA 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 ECHA decides not to award the contract.

4.2 Content of the Tender

4.2.1 General

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

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

Tenders must include the following information:

- all the information and documents requested by ECHA in order to assess the tender;
- the price in euro;
- one specimen signature of an authorised agent (preferably in blue ink) on the legal entity form⁴⁷ 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 tender.

If all this information 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 tenders, the tenders must make it clear that the tenderers are able to fulfil the requirements of the specifications.

⁴⁶ See OJEC L 152 of 13 July 1967

⁴⁷ See section 5.4.

4.2.2 Structure

4.2.2.1 Section One: Administrative Proposal

4.2.2.1.1 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 European Union a specific agreement in the area of public contracts, under the conditions provided for in that agreement.

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

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

The **Legal Entity Form** is to be signed by a representative of the tenderer authorised to sign contracts with third parties⁴⁸.

The **Financial identification** form shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker⁴⁹.

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

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

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

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

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

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

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

⁴⁸ This form is available at: http://europa.eu/comm/budget/execution/legal_entities_en.htm

⁴⁹ The form is available at: http://europa.eu/comm/budget/execution/ftiers_en.htm.

- 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**⁵⁰, depending on the set up that has been chosen by the tenderers.

If the tenderer envisages subcontracting, the tender must include:

- a **document** clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent**⁵¹ 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 indicated⁵².

4.2.2.1.2 Exclusion Criteria Documentation

Tenderers or their representatives shall provide a **declaration on their honour**⁵³, duly signed and dated in which they:

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

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

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

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

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

⁵⁰ Section 5.4.1

⁵¹ Section 5.4.1

⁵² Section 5.4.1 and section 5.2 (draft Contract, article II.17).

⁵³ Section 5.4.2

4.2.2.1.3 Selection Criteria Documentation

General

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid. It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification. The evidence for the selection criteria shall be assessed in the second stage of the evaluation of the tenders as indicated⁵⁴.

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 particular, this is the case for Lot 2.

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

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

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

This proof is to be provided by submitting the completed Financial and Economic Capacity Overview Form⁵⁵, 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.

⁵⁴ Section 3.3

⁵⁵ Section 5.4.3

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.

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

- (a) Evidence for selection criterion 2.1:
 - 3 CVs for each profile of the lot meeting the requirements of the profile, to be provided in Europass format⁵⁶
- (b) Evidence for selection criterion 2.2:
 - Completed contract reference forms⁵⁷. The tenderer must also indicate the person-days involved, the start and end dates, the customers (public or private). The names and contact details of references need to be provided for each contract.

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.

4.2.2.2 Section Two: Technical Proposal: Qualitative Award Criteria Documentation

This section is of great importance in the evaluation of the tenders, the award of the contract and the future implementation of any resulting contract. The technical proposal must respond to these technical specifications and provide, as a minimum, all the information needed for the purpose of awarding the contract.

Tenderers should note that, in order to ensure equal treatment, it is not possible to modify tenders after their submission in relation to the technical and financial proposals. As a consequence, incompleteness in this section can only result in a negative impact on the evaluation against the award criteria. They should note also that proposals deviating from the technical specifications may be rejected on the grounds of non-conformity.

The technical specifications and the tender of the successful tenderer shall become integral parts of the contract and will constitute annexes to the contract.

Assessment basis for award criterion AW1:

- Description of tenderer's procedures for ascertaining the quality of the services delivered to clients and the conformity of the deliveries with their orders.
- Description of a risk analysis related to the delivery of the Contract, and explanation of how the risks will be mitigated.

⁵⁶ Section 5.4.3

⁵⁷ Section 5.4.3

4.2.2.3 Section Three: Financial Proposal

4.2.2.3.1 Financial Award Criteria Documentation

Tenderers must use the financial form⁵⁸ to formulate their financial bid establishing a maximum price per profile under the lot.

The tenderers attention is drawn to the following points:

- Prices must be presented rating a single working day unit and be all-inclusive. Once the framework contract is established the price of the specific contracts must be based on the maximum price defined by the tenderers that cannot be exceeded.
- 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 Union 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 shall be subject to revision in accordance with Article I.3 of the contract.
- Prices shall be applicable for the entire duration of the framework contract, including the possible renewal.

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.

4.3 Form of the Tender

The tender must be submitted under double sealed cover.

The outer envelope should bear the address as mentioned below.

The inner envelope should be addressed to the Financial Unit R1 and marked "*Invitation to tender No ECHA/2010/93/Lot[...]*" 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

⁵⁸ Section 5.4.4

the financial bid. Each of these envelopes must clearly indicate the content. The administrative proposal, the technical proposal and the financial proposal must be submitted, in duplicate (one set of originals and one set of copies) and a third set in electronic format (on CD ROM).

4.4 Submission of the Tender

Tenders must be:

- a) either sent by registered mail, posted no later than 7 December 2010, (date as postmark); to the following address:

European Chemicals Agency (ECHA) Invitation to tender No: ECHA/2010/93-Lot [...] Financial Unit R1 PO Box 400 Annankatu 18 00121 Helsinki Finland

- b) or sent by courier services, no later than 7 December 2010 (date of deposit slip), to the following address:

European Chemicals Agency (ECHA) Invitation to tender No: ECHA/2010/93-Lot [...] Financial Unit R1 Annankatu 18 00120 Helsinki Finland

- c) or delivered by hand, in person or by an authorised representative no later than 16:00 hours Helsinki time on 7 December 2010, (date of acknowledgement of receipt by the Agency) to the address mentioned above.

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

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

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

5 Annexes

5.1 Technical Documentation

Not applicable

5.2 Contractual Documentation

5.2.1 Model Framework Contract



FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – ECHA/2010/93/Lot[...]

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

of the one part,

and

[official name in full]

[official legal form]⁵⁹

[statutory registration number]⁶⁰

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"⁶¹), [represented for the purposes of the signature of this contract by [forename, surname and function,]]

of the other part,

⁵⁹ Delete if contractor is a natural person or a body governed by public law.

⁶⁰ Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

⁶¹ In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract".

HAVE AGREED

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

- Annex I** – Tender Specifications (Invitation to Tender No [complete] of [complete])
- Annex II** – Contractor's Tender (No [complete] of [complete])
- Annex III** – [Specific Contract]

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

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the [orders] [and] [specific contracts] (Annex III), the latter taking precedence over the Tender (Annex II).

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

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

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

ARTICLE I.2 - DURATION

- I.2.1 The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2 Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the order or specific contract enters into force.
- I.2.3 The Contract is concluded for a period of 24 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4 The specific contracts shall be returned signed before the Contract to which they refer expires.
The Contract shall continue to apply to such specific contracts after its expiry, but no longer than 6 months.
- I.2.5 The Contract shall be renewed automatically up to 1 time under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other 6 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 prices of the services shall be in accordance with the maximum prices listed in Annex II.
- I.3.2 Prices shall be expressed in EUR.
- I.3.3 Prices shall be fixed and not subject to revision for implementation during the first two years of duration of the Contract.

At the beginning of the third year of the Contract, 80% of each price may be revised upwards or downwards, if such revision is requested by one of the contracting parties by registered letter no later than three months before the second anniversary of the date on which it was signed. The Agency shall purchase on the basis of the prices in force on the date on which orders or specific contracts are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index MUICP published for the first time by the Publications Office of the European Union in the Eurostat monthly 'Data in Focus' publication at <http://www.ec.europa.eu/eurostat/> .

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(\frac{I_r}{I_o} \right)^{0,2+0,8}$$

where:

Pr = revised price;

Po = price in the original tender;

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

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

I.3.4. In addition to the total amount specified in each specific contract, travel, subsistence and shipment expenses or any other expenses provided for by the Tender Specifications shall be reimbursed in accordance with Article II.7, if applicable according to the terms and conditions of the Service Request for the specific contract. The rate of the daily subsistence allowance, where applicable, shall be specified in the Service Request for the specific contract.

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

I.4.1 The Contract shall be implemented through Specific Contracts, either on a Fixed Price or a Time and Means basis, in accordance with Annex I.

I.4.2. The Specific Contracts and order forms shall be awarded through re-opening of competition among the Contractors for each Lot. The request of services shall be done in accordance with Annex I.

I.4.3 Within 10 working days of any Service Request being sent by the Agency to the Contractor, the Agency shall receive a completed specific tender back, duly signed and dated. In the event of failure to observe these conditions the Contractor shall be considered to waive the participation in the specific competition. The Agency may sign a specific contract with the contractor who has submitted the best specific tender on the basis of the award criteria set out in Annex I. The specific contract may precise the terms of the present framework contract or modify them unsubstantially, notably as concerns prices.

I.4.4. Within 10 working days of a Specific Contract being sent by the Agency to the Contractor, the Agency shall receive it back, duly signed and dated.

ARTICLE I.5 – PAYMENT PERIODS

I.5.1. Payments under the Contract shall be made in accordance with Article II.4 and II.5. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Within thirty days of the date on which the admissible request for payment is received, the Agency shall make the payment corresponding to the relevant invoices and statements of reimbursable expenses.

I.5.2. The terms of payment shall be specified for each Specific Contract as indicated by the Agency in the Service Request for a Specific Contract.

I.5.3 The Contractor may be required to provide a performance guarantee for an amount of 10% of the value of a Specific Contract and for its whole duration, which shall cover performance of the Specific Contract in accordance with the terms set out in

Annex A to the Specific Contract. It shall be released six (6) months after complete execution and the last payment under the Specific Contract or order form.

For Specific Contracts with a value equal to or above 500 000 EUR, the Contractor shall be required to provide a guarantee. The guarantee shall be issued by a bank, an authorised financial institution or a Third Party in favour of the Agency.

For Specific Contracts with a value below 500 000 EUR, the Contractor may be required to provide a guarantee. The guarantee may also be constituted by deductions from payments as and when they are made.

ARTICLE I.6 – BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euro, identified⁶² as follows:

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[IBAN⁶³ code: [complete]]

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract and order or specific contract numbers. Ordinary mail shall be deemed to have been received by the Agency on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses⁶⁴:

Agency:

European Chemicals Agency
Annankatu 18
00-100 Helsinki
Finland

Contractor:

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

⁶² By a document issued or certified by the bank.

⁶³ BIC or SWIFT code for countries with no IBAN code.

⁶⁴ Fax number and e-mail accounts may be added. If an e-mail account is given, incoming e mails should be redirected if the account holder is absent and a clause should be added specifying what is considered to be the reference date of the electronic communication (date of sending, receiving or opening).

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.8.1 The Contract shall be governed by the national substantive law of Finland.

I.8.2 Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the Helsinki District Court.

ARTICLE I.9 – DATA PROTECTION

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

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

The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

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

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
- 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.

ARTICLE I.10 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 3 months formal prior notice. Should the Agency terminate the Contract, the Contractor shall only be entitled to payment corresponding to the services ordered and executed before the termination date. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

ARTICLE I.10a – CONTRACT CONCLUDED DURING STANDSTILL PERIOD

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

II – GENERAL CONDITIONS

ARTICLE II. 1 – PERFORMANCE OF THE CONTRACT

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

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

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

under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

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

II.1.10 The Agency reserves the right, prior to the signature of a specific contract, to proceed to security screenings of any individual proposed and to refuse those individuals on security grounds, without giving any further explanation. The Agency reserves the right, after the signature of a specific contract, to require any person working on its premises to attend security briefings, follow security-related trainings and/or sign a security statement.

II.1.11 During the performance of the contract, members of the Contractor's staff working on Agency premises must respect the Agency's security policies, as notified by the Agency.

ARTICLE II. 2 – LIABILITY

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

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

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

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

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

ARTICLE II. 3 - CONFLICT OF INTERESTS

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

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

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

II.3.3 The Contractor declares:

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

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

ARTICLE II. 4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

Where required by Article I.5, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

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

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

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

II.4.2 Interim payment:

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

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

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

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

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

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

II.4.3 Payment of the balance:

Within sixty days of completion of the tasks referred to in each order or specific contract, the Contractor shall submit to the Agency a formal request for payment accompanied by those of the following documents, which are provided for in the Special Conditions:

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

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

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

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

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

ARTICLE II. 5 – GENERAL PROVISIONS CONCERNING PAYMENTS

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

II.5.2 The payment periods referred to in Article I.5 may be suspended by the Agency at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Agency may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Agency shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.5 shall begin to run again once the suspension has been lifted.

II.5.3 In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations ("the reference rate") plus seven percentage points ("the margin"). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Agency may not be deemed to constitute late payment.

ARTICLE II. 6 – RECOVERY

II.6.1 If total payments made exceed the amount actually due or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Agency.

II.6.2 In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

ARTICLE II. 7 - REIMBURSEMENTS

II.7.1 Where provided by the Special Conditions or by Annex I, the Agency shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

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

II.7.3 Travel expenses shall be reimbursed as follows:

- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- d) travel outside Union territory shall be reimbursed under the general conditions stated above provided the Agency has given its prior written agreement.

II.7.4 Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.

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

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

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

ARTICLE II. 9 – CONFIDENTIALITY

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

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

II.9.3. The Contractor shall ensure that each member of his staff working on Agency premises complies with ECHA Security instructions and policies concerning the access to the building and the information.

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

- II.10.1 The Contractor shall authorise the Agency to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.9 shall apply.
- II.10.2 Unless otherwise provided by the Special Conditions, the Agency shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Agency.
- II.10.3 Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Agency and shall mention the amount paid by the Union. It shall state that the opinions expressed are those of the Contractor only and do not represent the Agency's official position.
- II.10.4 The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Agency has specifically given prior written authorisation to the contrary.

ARTICLE II. 11 – TAXATION

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

ARTICLE II. 12 – FORCE MAJEURE

- II.12.1 Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

II.12.2 Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

II.12.3 Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.

II.12.4 The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II. 13 – SUBCONTRACTING

II.13.1 The Contractor shall not subcontract without prior written authorisation from the Agency nor cause the Contract to be performed in fact by third parties.

II.13.2 Even where the Agency authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Agency under the Contract and shall bear exclusive liability for proper performance of the Contract.

II.13.3 The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Agency is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II. 14 – ASSIGNMENT

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

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

ARTICLE II. 15 – TERMINATION BY THE AGENCY

II.15.1 The Agency may terminate the Contract, a pending order or a specific contract in the following circumstances:

- a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;

- c) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- d) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- e) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- f) where the Contractor is in breach of his obligations under Article II.3;
- g) where the Contractor was guilty of misrepresentation in supplying the information required by the Agency as a condition of participation in the Contract procedure or failed to supply this information;
- h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Agency's opinion, have a significant effect on the performance of the Contract;
- i) where execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Agency;
- j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations;
- l) when due to the termination of the contract with one or more of the contractors there is no minimum required competition within the multiple framework contract with reopening of competition.

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

II.15.3 Prior to termination under point c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.15.4 Consequences of termination:

In the event of the Agency terminating the Contract or a pending order or specific contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the

Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

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

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

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

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Agency may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

ARTICLE II. 16 – LIQUIDATED DAMAGES

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

ARTICLE II. 17 – CHECKS AND AUDITS

II.17.1 Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance of the last implementation.

II.17.2 The Agency or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last implementation.

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

ARTICLE II. 18 – AMENDMENTS

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

ARTICLE II. 19 – SUSPENSION OF THE CONTRACT

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

SIGNATURES

For the Contractor, [Company name/forename/surname/function]	For the Agency Mr Geert Dancet Executive Director
signature[s]: _____	signature[s]: _____
Done at [place], [date]	Done at Helsinki, [date]

In duplicate in English.

ANNEX I
TENDER SPECIFICATIONS

ANNEX II
CONTRACTOR'S OFFER

5.2.2 Model Specific Contracts

FIXED PRICE

SPECIFIC CONTRACT No [complete]⁶⁵
implementing Framework Contract No ECHA/2010/93/Lot No[complete]

The European Chemicals Agency (hereinafter referred to as "the Agency"), which is represented for the purposes of the signature of this contract by [official name in full],

of the one part,

and

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

(hereinafter referred to as "the Contractor"), [represented for the purposes of the signature of this contract by [name in full and function,]]

of the other part,

HAVE AGREED

ARTICLE 1: SUBJECT

- 1.1 This Specific Contract implements Framework Contract No ECHA/2010/93/Lot No[complete] signed by the Agency and the Contractor on [complete date] [*and renewed on complete date*].
- 1.2 The subject of this Specific Contract is [short description of subject].
- 1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this Specific Contract and the annex[es] thereto, which form an integral part thereof, to perform the tasks as specified in Annex A of the Specific Contract.

⁶⁵ Options [in italics] to be deleted where not applicable.
Options [in roman] to be completed.

ARTICLE 2: DURATION

- 2.1 This Specific Contract shall enter into force on the date on which it is signed by the last contracting Party.
- 2.2 The duration of the tasks shall not exceed [*days/months*]. Execution of the tasks shall start from the [*date of entry into force of this Specific Contract*] or [*indicate date*]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE 3: PRICE

- 3.1 The total amount to be paid by the Agency under this Specific Contract for the provision of the deliverables specified in Annex A shall be EUR [*amount in figures and in words*].
- [3.2. *This amount shall cover all expenditure incurred by the Contractor in performing this Specific Contract.*]
- [3.2 *In addition to the amount specified in Article 3.1, travel and subsistence expenses up to a maximum amount of EUR [amount in figures and in words] shall be reimbursed according to the provisions of the Framework Contract. The daily subsistence allowance shall be [...]*]

ARTICLE 4: PAYMENTS

Payments under this Specific Contract shall be made in accordance with Article II.4 of the Framework Contract. [*A performance guarantee shall be made in accordance with Article I.5.3 of the Framework Contract.*]

4.1 Pre-financing:

If a pre-financing shall apply, the following clauses are to be inserted, otherwise it will be stated "not applicable".

A pre-financing of XX %⁶⁶ equal to the amount of the Specific Contract shall be made.

Within 30 days of Specific Contract signature by the last contracting Party and the receipt by the Agency of a request for pre-financing with a relevant invoice a pre-financing payment equal to XX% of the total amount referred to in the Specific Contract shall be made.

In case a pre-financing guarantee is required the above paragraph is to be replaced with.

Within 30 days of the latest of the following dates:

- *signature of the Specific Contract by the last contracting part and the receipt by the Agency of a request for pre-financing with a relevant invoice*
- *the receipt by the Agency of a duly constituted financial guarantee equal to at least XX % of the amount of the Specific Contract*

⁶⁶ A pre-financing may not exceed 30% of the total amount as specified in Article 3.1.

a pre-financing payment of XX% of the total amount referred to in the Specific Contract shall be made.

4.2 Interim payment:

If an interim-payment shall apply, the following clauses are to be inserted, otherwise it will be stated "not applicable".

The request for an interim payment of EUR [amount in figures and in words] which represents XX % of the total value of the amount specified in Article 3.1 of the Specific Contract shall be valid if accompanied by:

- the technical report(s) and/or Deliverable(s) in another format in accordance with Annex A of the Specific Contract;
- statements of reimbursable expenses in accordance with Article II.7 of the Framework Contract;
- the relevant invoices, indicating the reference number of the Framework Contract and the Specific Contract to which they refer

provided the above report and/or deliverable has been approved by the Agency.

If not specified otherwise in Annex A to the Specific Contract, the approval of the report and/or Deliverable by the Agency will be given according to the acceptance procedure as laid out in Annex I to the Framework Contract. [Depending on the complexity of the project, the Agency may foresee a longer period for approval or rejection of reports and/or deliverables. However, this will be specified in the Service Request].

Within 30 days of the date on which the report and/or Deliverable is approved by the Agency, an interim payment corresponding to the relevant invoice shall be made.

4.3 Payment of the balance:

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

- the technical report(s) and/or Deliverable(s) in another format in accordance with Annex A of the Specific Contract;
- statements of reimbursable expenses in accordance with Article II.7 of the Framework Contract, where applicable;
- the relevant invoices, indicating the reference number of the Framework Contract and the Specific Contract to which they refer

provided the above report and/or Deliverable has been approved by the Agency.

If not specified otherwise in Annex A to the Specific Contract, the approval of the report and/or deliverable by the Agency will be given according to the acceptance procedure as laid out in Annex I to the Framework Contract. [*Depending on the complexity of the project, the Agency may foresee a longer period for approval or rejection of reports and/or deliverables. However, this will be specified in the Service Request.*]

Within thirty days of the date on which the report and/or Deliverable is approved by the Agency, payment of the balance corresponding to the relevant invoice shall be made.

ARTICLE 5: GENERAL ADMINISTRATIVE PROVISIONS

5.1 Any communication under this Specific Contract shall be made in accordance with Article I.7 of the Framework Contract.

5.2 The persons responsible for the implementation of this Specific Contract are:

For the Agency: European Chemicals Agency
P.O. Box 400,
00121 HELSINKI, Finland
Fax: +358 9 68618210
[Name & Office address of the contract manager]
Email: [to be completed]

For the Contractor: Mr/Mrs
[Function]
[Company name]
[Official address in full]

ARTICLE 6: PLACE OF PERFORMANCE

The tasks shall be executed at the premises of [the Contractor] and/or [the Agency].

ARTICLE 7: ANNEXES

The following annexes form an integral part of this Specific Contract:

Annex A: Technical annex

Annex B: Contractor's offer dated and accepted by the Agency

SIGNATURES

For the Contractor, [Company name/forename/surname/function]	For the Agency Mr Geert Dancet Executive Director
signature[s]: _____	signature[s]: _____
Done at [place], [date]	Done at Helsinki, [date]

In duplicate in [English].

Specific Contract N°XXXX

Annex A

Technical Annex

1 Services

Description of tasks/activities

2 Deliverables

2.1 The specific deliverables, which are all the subject of acceptance unless specified otherwise, are:

[list of all requested deliverables as outlined in the request for offer by the Agency]

2.2 Delivery schedule

The delivery schedule is as follows:

- T0 being the date of signature of this agreement;
- [list of all requested deliverables with timetable]

2.3 Quality requirements

2.4 Security requirements

3 Resources

Requirements for the profiles

Annex B

Contractor's Offer

TIME & MEANS

SPECIFIC CONTRACT No [complete]⁶⁷
implementing Framework Contract No ECHA/2010/93/Lot No[complete]

The European Chemicals Agency (hereinafter referred to as "the Agency"), which is represented for the purposes of the signature of this contract by [official name in full],

of the one part,

and

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

(hereinafter referred to as "the Contractor"), [*represented for the purposes of the signature of this contract by [name in full and function,]*]

of the other part,

HAVE AGREED

ARTICLE 1: SUBJECT

- 1.1 This Specific Contract implements Framework Contract No ECHA/2010/93/Lot No[complete] signed by the Agency and the Contractor on [complete date] [*and renewed on complete date*].
- 1.2 The subject of this Specific Contract is [short description of subject].
- 1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this Specific Contract and the annex[es] thereto, which form an integral part thereof, to perform the tasks as specified in Annex A of the Specific Contract.

⁶⁷ Options [in italics] to be deleted where not applicable.
Options [in roman] to be completed.

ARTICLE 2: DURATION

- 2.1 This Specific Contract shall enter into force on the date on which it is signed by the last contracting Party.
- 2.2 The duration of the tasks shall not exceed [*days/months*]. Execution of the tasks shall start from the [*date of entry into force of this Specific Contract*] or [*indicate date*]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE 3: PRICE

3.1. The Agency undertakes to pay the Contractor, in consideration for the services rendered under this Specific Contract.

- an amount of EUR XXX per day of actual services rendered, for XX days for (name of service provider), i.e. a total of EUR XXXXX
Profile of service provider:
(specify the profile of the service provider in accordance with the profiles listed in the "PRICES" Annex to the Framework Contract)
- an amount of EUR XXX per day of actual services rendered, for XX days for (name of service provider), i.e. a total of EUR XXXXX
Profile of service provider:
(specify the profile of the service provider in accordance with the profiles listed in the "PRICES" Annex to the Framework Contract)

The total amount to be paid by the Agency under this Specific Contract shall be EUR XXX [*amount in figures*] covering all tasks executed.

[3.2. *This amount shall cover all expenditure incurred by the Contractor in performing this Specific Contract.*]

[3.2. *In addition to the amount specified in Article 3.1, travel and subsistence expenses up to a maximum amount of EUR [*amount in figures and in words*] shall be reimbursed according to the provisions of the Framework Contract. The daily subsistence allowance shall be [...]*]

The daily subsistence allowance shall be [...]

ARTICLE 4: PAYMENTS

Payments under this Specific Contract shall be made in accordance with Article II.4 of the Framework Contract. A performance guarantee shall be made in accordance with Article I.5.3.

4.1 Pre-financing:

Pre-financing shall not be applicable.

4.2 Interim payment:

The request for payment, as specified in the relevant "Times and Means – form" (Annex I of the Framework Contract) shall be valid if accompanied by:

- the technical report(s) and/or Deliverable(s) in another format in accordance with Annex A of the Specific Contract;

provided the above report and/or deliverable has been approved by the Agency.

If not specified otherwise in Annex A to the Specific Contract, the approval of the report and/or Deliverable by the Agency will be given according to the acceptance procedure as laid out in Annex I to the Framework Contract. [Depending on the complexity of the project, the Agency may foresee a longer period for approval or rejection of reports and/or deliverables. However, this will be specified in the Service Request].

Within 30 days of the date on which the report and/or Deliverable is approved by the Agency, an interim payment corresponding to the relevant invoice shall be made.

- time sheets signed by the service provider

Provided the above time sheet has been countersigned by the Agency for approval, following verification against its flexitime system at the end of each calendar month.

- statements of reimbursable expenses in accordance with Article II.7 of the Framework Contract, where applicable;
- the relevant invoices, indicating the reference number of the Framework Contract and the Specific Contract to which they refer

4.3 Payment of the balance:

The request for payment of the balance, as specified in the relevant “Times and Means – form” (Annex I of the Framework Contract) shall be valid if accompanied by:

- the technical report(s) and/or Deliverable(s) in another format in accordance with Annex A of the Specific Contract;

provided the above report and/or deliverable has been approved by the Agency.

If not specified otherwise in Annex A to the Specific Contract, the approval of the report and/or Deliverable by the Agency will be given according to the acceptance procedure as laid out in Annex I to the Framework Contract. [Depending on the complexity of the project, the Agency may foresee a longer period for approval or rejection of reports and/or deliverables. However, this will be specified in the Service Request].

Within 30 days of the date on which the report and/or Deliverable is approved by the Agency, an interim payment corresponding to the relevant invoice shall be made.

- time sheets signed by the service provider

Provided the above time sheet has been countersigned by the Agency for approval, following verification against its flexitime system at the end of the last calendar month, during which services have been provided.

- statements of reimbursable expenses in accordance with Article II.7 of the Framework Contract, where applicable;
- the relevant invoices, indicating the reference number of the Framework Contract and the Specific Contract to which they refer

ARTICLE 5: GENERAL ADMINISTRATIVE PROVISIONS

5.1 Any communication under this Specific Contract shall be made in accordance with Article I.7 of the Framework Contract.

5.2 The persons responsible for the implementation of this Specific Contract are:

For the Agency:

Administrative matters: European Chemicals Agency
P.O. Box 400,
00121 HELSINKI, Finland
Fax: +358 9 68618210
[Name & Office address]
Email: [to be completed]

Technical questions: European Chemicals Agency
P.O. Box 400,
00121 HELSINKI, Finland
Fax: +358 9 68618210
[Name & Office address]
Email: [to be completed]

For the Contractor: Mr/Mrs
[Function]
[Company name]
[Official address in full]

ARTICLE 6: PLACE OF PERFORMANCE

The tasks shall be executed at the premises of [the Agency].

ARTICLE 7: ANNEXES

The following annexes form an integral part of this Specific Contract:

Annex A: Technical annex

Annex B: Contractor's offer dated and accepted by the Agency

For the Contractor, [Company name/forename/surname/function]	For the Agency Mr Geert Dancet Executive Director
signature[s]: _____	signature[s]: _____
Done at [place], [date]	Done at Helsinki, [date]

In duplicate in [English].

Specific Contract N°XXXX

Annex A

Technical Annex

1 Services

Description of tasks/activities

2 Deliverables

2.1 The specific deliverables, which are all the subject of acceptance unless specified otherwise, are:

[list of all requested deliverables as outlined in the request for offer by the Agency]

2.2 Delivery schedule

The delivery schedule is as follows:

- T0 being the date of signature of this agreement;
- [list of all requested deliverables with timetable]

2.3 Quality requirements

2.4 Security requirements

3 Resources

Estimated maximum total number of person-days for the profile(s)

Requirements for the profiles

Annex B

Contractor's Offer

5.2.3 Model Service Request



Helsinki,
D(201X)XXXX

Sent by registered mail to:
[...]

Subject: ECHA/2010/93/Lot [...]- Service Request (SR 0[...])

We request an offer for a Specific Contract under our above-mentioned Framework Contract.

For the purpose of the preparation of your offer, information specific to this re-opening of competition is provided in the request form, the technical specifications and the draft specific contract, here enclosed, in addition to the general information contained in the specifications of our above-mentioned Framework Contract.

Your offer must contain a technical proposal and a financial proposal. The technical proposal must [...]. The Financial proposal must [...].

For the submission of your offer, the deadline is the offer date indicated in the request form. Your offer must be submitted as follows:

- a) either by post or by courier not later than [...], in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip, to the following address:

European Chemicals Agency
Finance Unit
P.O. Box 400 (in case it is sent by post) or Annankatu 18 (in case it is sent by courier)
00121 Helsinki
Finland

- b) or delivered by hand to the above mentioned address of the European Chemicals Agency not later than [...] 16:00 Helsinki time. In this case, a receipt must be obtained as proof of submission, signed and dated by the official in the Agency's central mail department who took delivery. The department is open from 08.00 to 17.00 Monday to Thursday, and from 8.00 to 16.00 on Fridays. It is closed on Saturdays, Sundays and Agency holidays.

The offer must be placed inside two sealed envelopes. The outer envelope should bear the address as mentioned above as well as the reference to this invitation to tender as indicated in the subject of this letter. The inner envelope should be addressed to the Finance unit R1 and also bear the reference to this invitation to tender as indicated in the subject of this letter as well as the mention: "*Not to be opened by the internal mail department*". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

The inner envelope must be sealed and contain two offers: one should be bound and one unbound. In addition, the inner envelope must contain a CD ROM containing the offer in a format that can be accessed by Microsoft Office software.

Tenders submitted in other forms or after the deadline will not be considered.

The period of the validity of the tender, during which tenderers may not modify the terms of their tender in any respect, is three months from the above-mentioned deadline for submission.

Contacts between the contracting authority and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

- a) Before the final date for submission of tenders:
 - At the request of the tenderer, the contracting authority may provide additional information solely for the purpose of clarifying the nature of the contract. Any requests for additional information must be made in writing only to the following e-mail address: contracts-team@echa.europa.eu. Please mention as subject the reference of this call for tender indicated in the subject of this letter.
 - Requests for additional information received less than five working days before the closing date for submission of tenders will not be processed.
 - ECHA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the service request and annexes.
 - Any additional information including that referred to above will be sent simultaneously to all addressees of this letter by e-mail.

- b) After the opening of tenders:
 - If clarification is required or if obvious clerical errors in the tender need to be corrected, ECHA may contact the tenderer provided the terms of the tender are not modified as a result.

Your offer will be evaluated against the award criteria for specific contracts laid down in the specifications annexed to our above-mentioned Framework Contract.

This request for services is in no way binding on the ECHA. ECHA's contractual obligation commences only upon signature of the contract with the successful tenderer. Up to the point of signature, ECHA may decide either to abandon the procurement or to cancel the award procedure, without the tenderers being entitled to claim any compensation. Such a decision must be substantiated and all tenderers notified.

Yours sincerely

[...]
Director for [...]

Enclosures: Draft specific contract (including Technical Annex)

5.2.4 Model Pre-financing Guarantee



PRE-FINANCING GUARANTEE

<To be completed on paper bearing the letterhead of the financial institution >

For the attention of
European Chemicals Agency (ECHA)
Financial Unit
referred to below as the “Contracting Authority”

Subject: Guarantee No...

Financing Guarantee for the repayment of pre-financing payable under Specific Contract ECHA/2010/93/LOT [...] /SC[...] (please quote number and title in all correspondence)

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <Contractor's name and address>, hereinafter referred to as “the Contractor”, the payment to the Contracting Authority of EUR [...] ([...]), corresponding to the pre-financing as mentioned in Article 4.1 of the Specific Contract ECHA/2010/93/LOT [...] /SC[...] concluded between the Contractor and the Contracting Authority, hereinafter referred to as “the Contract”.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the Contractor has not repaid the pre-financing on request or that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the Contract.

We note that the guarantee will be released in accordance with Article II.4.1 of the General Conditions of the Framework Contract [and in any case at the latest on (at the expiry of 18 months after the implementation period of the Contract)]⁶⁸.

The law applicable to this guarantee shall be that of the Contract. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Finland.

The guarantee will enter into force and take effect on receipt of the pre-financing payment in the account designated by the Contractor to receive payments.

Name: Position:

Signature:⁶⁹ Date: <Date>

⁶⁸ This mention can be inserted only where the law applicable to the guarantee imposes a precise expiry date

⁶⁹ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

5.2.5 Model Performance Guarantee



PERFORMANCE GUARANTEE

<To be completed on paper bearing the letterhead of the financial institution >

[Place/Date]

European Chemicals Agency
Annankatu 18
00-120 Helsinki
Finland

Contract performance guarantee No ECHA/2010/93/Lot [...]/SC[...]

We hereby confirm that we give the European Chemicals Agency an unconditional and irrevocable joint and several guarantee for an unlimited period to the value of EUR [...] (in words: ... euro) for performance of the Contract concluded between the European Chemicals Agency

and

[Firm/Name/Address – as given in the Contract (No/exact title – hereinafter “the Contract”)] (hereinafter “the Contractor”).

If the European Chemicals Agency gives notice that the Contractor has for any reason failed to fulfil his obligations under the Contract by the due date, the Bank, acting on behalf of the Contractor, undertakes to pay up to the above amount into a bank account designated by the European Chemicals Agency immediately on receipt of a first written request from the European Chemicals Agency (sent by registered post, with acknowledgement of receipt).

The Bank waives the right to require exhaustion of remedies against the principal, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the Contractor may have against the European Chemicals Agency under the Contract or in connection with it or on any other grounds.

The Bank may be released from this guarantee only with the European Chemicals Agency’s written consent and does not have the right of deposit without its consent.

The Bank's obligations under this guarantee are not affected by any arrangements or agreements made by the European Chemicals Agency with the Contractor which may concern his obligations under the Contract.

This guarantee shall take immediate effect. It shall expire on return of this document, which must occur within 12 months after the final payment under the Contract has been made.

This guarantee is governed by the law applicable to the Contract.

The courts having jurisdiction for matters relating to the Contract shall have sole jurisdiction in respect of matters relating to this guarantee.

[Place/Date]

[Signature/Function]

[Signature/Function]

5.3 Assessment Documentation

Not applicable

5.4 Tender Documentation

5.4.1 Eligibility Documentation

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

LEGAL ENTITIES

PRIVATE COMPANIES

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

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

*** A COPY OF ANY OFFICIAL DOCUMENT (E.G. OFFICIAL GAZETTE, REGISTER OF COMPANIES, ETC.) SHOWING THE CONTRACTOR'S NAME AND ADDRESS AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES;**

*** A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO ABOVE.**

DATE AND SIGNATURE

LEGAL ENTITIES

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

INDIVIDUAL

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

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

DATE AND SIGNATURE

LEGAL ENTITIES

PUBLIC ENTITIES

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

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

DATE :

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/2010/93 – Lot [...]

The undersigned:

Name of the company/organisation:

Address:

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

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

Full name

Date

Signature

.....

POWER OF ATTORNEY

POWER OF ATTORNEY – MODEL 1

Agreement/ Power of Attorney

(Designating one of the companies of the group as leader and giving a mandate to it)

We the undersigned:

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

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

- 1 In case the European Chemicals Agency awards Contract («**the Contract**») to Company 1, Company 2, ..., Company N («**the Group Members**»), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... («**the Supplies and/or the Services**»).
- 2 As co-signatories of the Contract, all the Group Members:
 - a) Shall be jointly and severally liable towards the Agency for the performance of the Contract.
 - b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.
- 3 To this effect, the Group Members designate Company X as **Group Leader**. [*N.B.: The Group Leader has to be one of the Group Members*]
- 4 Payments by the Agency related to the Supplies or the Services shall be made through the Group Leader's bank account. [*Provide details on bank, address, account number, etc.*].
- 5 The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:
 - a) The Group Leader shall sign any contractual documents—including the Contract, and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
 - b) The Group Leader shall act as single point of contact for the Agency in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the Agency, and shall see to a proper administration of the Contract.

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

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

Signed in on

Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company

POWER OF ATTORNEY – MODEL 2

Agreement/ Power of Attorney

(Creating the group as separate entity, appointing a group manager and giving a mandate to him/her)

We the undersigned:

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

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

- 1 In case the European Chemicals Agency awards Contract («**the Contract**») to Company 1, Company 2, ..., Company N («**the Group Members**»), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... («**the Supplies and/or the Services**»).
- 2 As co-signatories of the Contract, all the Group Members:
 - a) Shall be jointly and severally liable towards the Agency for the performance of the Contract.
 - b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.
- 3 To this effect, the Group Members have set up under the laws of the Group («**the Group**»). The Group has the legal form of a [*Provide details on registration of the Group: VAT Number, Trade Register, etc.*].
- 4 Payments by the Agency related to the Supplies or the Services shall be made through the Group's bank account. [*Provide details on bank, address, account number, etc.*].
- 5 The Group Members appoint Mr/Ms as **Group Manager**.
- 6 The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:
 - a) The Group Manager shall sign any contractual documents—including the Contract, and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
 - b) The Group Manager shall act as single point of contact for the Agency in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the Agency, and shall see to a proper administration of the Contract.

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

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

Signed in on

,Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company

5.4.2 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 operator⁷⁰*)

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:

- 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;

⁷⁰ 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)

- 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 above⁷¹.

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

⁷¹ 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.

5.4.3 Selection Criteria Documentation

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 Amounts due by commercial customers			
Capital and Reserves (equity) Amounts owned by the company			
Trade Creditors Amounts due to commercial suppliers			
Short Term Debt			
Long Term Debt			
Liquidity Bank accounts, cash at hand			
About PROFIT & LOSS			
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.

CONTRACT REFERENCE FORM

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

The Contract Reference Form consists of two pages:

- Front page
- Description page

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

A Contract Reference Form must be completed for each project.

Contract Reference Form (page 1 of 2)

Contract reference n° _____

Contract reference front page

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

Contract type

Principal contractor for this project (check the appropriate):

- Tenderer
- Other

Principal location for this project:

- Tenderer premises
- Client's premises
- Other

Number of tenderer's own technical staff involved in person-days, by profile

- 1.
- 2.
- 3.
- 4.
- 5.
- ...

Total:


Contract Reference Form (page 2 of 2)

Contract reference n° _____

Contract description page

A large, empty rectangular box with a thin black border, intended for the contract description. It occupies most of the page area below the header and above the footer.

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)	

<p>PERSONAL SKILLS AND COMPETENCES <i>Acquired in the course of life and career but not necessarily covered by formal certificates and diplomas.</i></p>	
MOTHER TONGUE	[Specify mother tongue]
OTHER LANGUAGES	
	[Specify language]
Reading skills	[Indicate level: excellent, good, basic.]
Writing skills	[Indicate level: excellent, good, basic.]
Verbal skills	[Indicate level: excellent, good, basic.]
<p>SOCIAL SKILLS AND COMPETENCES <i>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</i></p>	[Describe these competences and indicate where they were acquired.]
<p>ORGANISATIONAL SKILLS AND COMPETENCES <i>Coordination and administration of people, projects and budgets; at work, in voluntary work (for example culture and sports) and at home, etc</i></p>	[Describe these competences and indicate where they were acquired.]
<p>TECHNICAL SKILLS AND COMPETENCES <i>With computers, specific kinds of equipment, machinery, etc.</i></p>	[Describe these competences and indicate where they were acquired.]
<p>ARTISTIC SKILLS AND COMPETENCES <i>Music, writing, design, etc.</i></p>	[Describe these competences and indicate where they were acquired.]
<p>OTHER SKILLS AND COMPETENCES <i>Competences not mentioned above.</i></p>	[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.]

5.4.4 Award Criteria Documentation

Financial Form

ECHA/2010/93/LOT[...] - FINANCIAL PROPOSAL		
MAXIMUM PRICE PER PERSON-DAY		
PROFILE	ON SITE (TM)	OFF SITE (FP)
CONSULTANT	EUR	EUR
SENIOR CONSULTANT	EUR	EUR

5.4.5 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). The templates to be used, where applicable, are available in section 5.4.

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	1		■		
Letter of intent of subcontractor	1				■
Legal Entity Form	1	■	■	■	■
Supporting documents for the Legal Entity File Form	1	■	■	■	
Financial Identification form	1	■		■	
Exclusion Criteria form	2	■	■	■	■
Evidence of Economic and financial capacity	3	■	■	■	
Evidence of Technical and professional capacity	3	■	■	■	■
Evidence of Technical and professional capacity: project reference form	3	■			

The following Sections must be provided in the bid, their absence can lead to rejection of the bid for incompleteness:

Description	Section	Coordinator or single tenderer
Technical Proposal	4	■
Financial Proposal	5	■