

**ECHA/2011/191**

**Multiple Framework Service Contracts (in cascade)**

**Provision of Interim Staff to ECHA in Helsinki**

**Open procurement procedure**

**Contract notice: OJ 2011/S 225-364211**

**Specifications**

**Model Contract**

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# 1 THE SERVICES (TECHNICAL SPECIFICATIONS)

## 1.1. BACKGROUND

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

ECHA helps companies to comply with the legislation, advances the safe use of chemicals, provides information on chemicals and addresses chemicals of concern. More information about ECHA, its structure and activities can be found on the ECHA web site.<sup>1</sup>

ECHA can be characterized as a recently established public expert and multicultural organization which operates in a highly scientific and technical field relating to chemicals.

The Agency is a multicultural working place with staff of diverse professional backgrounds, originating from all over Europe. The working language is English. The number of staff is currently 500. It is estimated that approximately 100 recruitments will take place in 2012-2015.

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

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

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

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

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

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

According to this "cascade" allocation principle:

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

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<sup>1</sup> <http://echa.europa.eu>

## 1.2. DESCRIPTION OF TASKS

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

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

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

The contractor shall employ and pay the interim staff assigned to ECHA in line with the national employment legislation and any applicable collective labour agreement(s); it being understood that the provision of interim staff to ECHA shall in no way lead to an employment relationship between the interim staff and ECHA. Hence the regulations applicable specifically to the ECHA statutory staff (Staff Regulations of Officials and Conditions of Employment of Other Servants of the European Community<sup>2</sup>) shall not apply to the interim staff. Throughout the duration of the contract, the contractor remains the employer of the interim staff.

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

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

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

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

### **Profiles of interim staff**

The interim staff may be required to perform tasks relevant to the following types of profiles (for both – with experience less than 5 years and also with experience more than 5 years):

- secretary/clerical tasks,
- administrative support,
- communication support,
- human resources support,
- conference hostess or host,
- conference organiser,
- budgetary and financial accountancy support,
- procurement and contract management support,
- ICT staff (e.g. database administrator, system administrator/ architect/developer/programmer, support),
- facilities/maintenance staff,
- safety/security support,
- scientific support
- legal and regulatory affairs support

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

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<sup>2</sup> [http://ec.europa.eu/civil\\_service/docs/toc100\\_en.pdf](http://ec.europa.eu/civil_service/docs/toc100_en.pdf)

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

### **Specificities of ECHA’s needs for interim staff**

The Contractor will ensure that the staff proposed has the ability to work in a multilingual, and multicultural environment. Interim staff shall have a good command of written and spoken English (European language level C1 on written and spoken)<sup>3</sup>, which will be the predominant language of internal communication in ECHA. For certain posts, an adequate knowledge of other languages (e.g. Finnish, French) may be required. Any specific language requirement will be explicitly indicated for each post in the order form.

### **Working conditions of interim staff**

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

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

### **Working hours and Holidays**

1. The normal working week shall be 37.5 hours. Core hours shall be identical to those applicable to statutory staff, i.e. 09:30-11:30 and 14:30-16:00. ECHA will not pay any hours worked above a weekly total of 37.5 hours, unless overtime work is expressly authorised by ECHA, in writing.
2. Interim staff shall be required to clock into/out of the time management system provided by ECHA. This will enable them to benefit from the same flexible working-hours management tool available to ECHA staff, the possibility of adapting working hours outside of the core hours and the possibility to gain additional hours over the current month. The additional hours cumulated during a month can be taken as time off, in accordance with the applicable flexi-time rules in ECHA.
3. Public holidays in force at the Agency called “ECHA Holidays” shall be communicated to the contractor in writing, on an annual basis, before the end of the current year, for the next year. These days may be different from Finnish public holidays. ECHA will pay the “ECHA holidays” at the normal daily price. Any extra-rate payment due under Finnish employment law is at the expense of the contractor.

### **Overtime**

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

### **Absences**

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

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

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

### **Duration and nature of the assignment**

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

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

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

### **Reports and documents**

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

All the invoices introduced monthly to ECHA, shall be accompanied by a relevant monthly time-report.

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

## **1.3. DESCRIPTION OF DELIVERABLES**

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

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

The contract manager and the assistant(s) must have a good knowledge of spoken and written English and Finnish (European language level C1 on written and spoken)<sup>4</sup>.

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

- Provide a permanent contact between ECHA and the contractor in all matters relating to the implementation of the framework contract, in particular aspects related to the pool of candidates, orders and invoicing, as well as advice on legal matters;
- Advise the HR unit concerning issues that may be encountered in relation to interim staff, under the applicable labour legislation;
- Understand the needs of the agency and constantly update its CV pool to ensure that the profiles required by ECHA are available at short notice;
- Provide induction training and information package to interim staff before starting their work with ECHA, including working conditions at ECHA (e.g. working time rules, etc.);
- Any other task of an administrative nature that may arise, in connection with implementation of the framework contract.

Every quarter, meetings will be organised with ECHA representatives, at ECHA premises, to review ongoing issues and exchange information on the feedback collected by the contractor from the interim staff and the performance of the interim supplied;

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

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<sup>4</sup> <http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>

## **2 THE CONTRACT**

### **2.1 THE NATURE OF THE CONTRACT**

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

It should be stressed that Framework Contracts involve no direct commitment and, in particular, do not constitute orders per se. Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between the Agency and the Contractor during their period of validity. Actual orders will be placed after the Framework Contract is signed and in force, through "specific contracts" or "orders" concluded in performance of the Framework Contract. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. Signature of the Framework Contract does not place the Agency under any obligation to place an assignment. The Framework Contract does not preclude the Agency from assigning tasks in the areas set out above to other Contractors or from having these tasks carried out by the Agency staff.

### **2.2 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS**

A model Framework contract is provided at section 4.1.

The contract shall enter into force on the date on which it is signed by the last contracting party. The envisaged entry into force of the contract is 01/2012.

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

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

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

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

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

### **2.3 VOLUME OF THE CONTRACT**

Estimated total value of the purchases for the entire duration of the framework contract, excluding VAT is EUR 6 million.

During the period 2008 – 2011, the yearly amount spent for interim services varied from €600.000 – 1.000.000.

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

### **2.4 PLACE OF PERFORMANCE**

The main place of performance is at the European Chemicals Agency (ECHA), Annankatu 18, P.O. Box 400, 00121 Helsinki, FINLAND.

## **2.5 TERMS OF PAYMENT**

Payments shall be made in accordance with Articles I.5 & II.4 of the model framework service contract (Section 4.1.).

The schedule and the procedure for the approval of payments and the documents to be submitted are described in the model Framework Service Contract in Articles I.5, II.4 and II.5 (except the provisions referring to reimbursement of travel expenses, which do not apply for interim staff) and in Annex I to the model framework service contract referred to above.

## **2.6 LIABILITY**

### **2.6.2 Joint Offers**

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

Statements saying, for instance:

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

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

### **2.6.3 Subcontracting**

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

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

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

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

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

## **2.7 DATA PROTECTION**

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



personal data should be addressed to by the Agency's Data Controller. As regards to the processing of personal data, a tenderer has the right to recourse at any time to the European Data Protection Supervisor.

## 2.8 IMPLEMENTATION OF THE CONTRACT

### Selection of interim staff

- A. ECHA will submit a request for interim staff to the first ranked contractor, in accordance with the order of priority established at the time of the award of the framework contract, with an advance notice of approximately ten (10) working days before the starting date of the work assignment, by sending email/fax specifying:
- The job title and job description for the assignment to be performed by interim staff
  - The qualifications, professional experience and competency profile required
  - The expected timeframe (starting date and duration) of the assignment(s)
  - The number of staff required.
- B. The contractor shall provide ECHA with access to its online database containing profiles of available candidates divided in accordance with the types of profiles mentioned in paragraph 1.2. ECHA shall have direct access to the contractor's database for the purposes of consulting the profile of the available candidate.
- C. Should the contractor be unable to provide access to a database, it shall supply ECHA at least 3 Europass' CVs<sup>5</sup> of candidates whose profiles match the requirement of the job, by email, within a maximum of 2 working days.
- D. ECHA shall have the right to invite for interview at its premises one or more (a maximum of 5) of the candidates proposed by the contractor at the expense of the contractor.
- E. ECHA shall judge whether the candidates proposed are suitable, depending on the profile or profiles requested. Should none of the candidates proposed by the contractor be suitable for the job, the second supplier in the cascading contract system shall be contacted. If the second contractor is unavailable, or is not able to provide suitable candidates, the third contractor will be contacted following the same mechanism.

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

### Placement of the order form

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

- Either the current month (with the possibility to extend the order on the last day of the month for another month);
- Or the entire period, when a period can be precisely defined.

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

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

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<sup>5</sup> <http://europass.cedefop.europa.eu/europass/home/vernav/Europass+DocumentsEuropass+CV/navigate.action>

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

### **Execution of order**

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

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

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

## **3 THE PROCUREMENT PROCEDURE**

### **3.1 PREPARATION AND SUBMISSION OF THE TENDER**

#### **3.1.1 *Preparation of the tender***

##### **3.1.1.1 General**

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

Tender documents can be submitted in any of the official languages of the European Union. However, since the working language of the agency is English, ECHA would appreciate to receive the Tenders written in English language.

Tenders must include the following information:

- all the information and documents requested by the Agency in order to assess the tender;
- the price in euro, filled in the form of the Financial offer (section 4.2.4);
- one specimen signature of an authorised agent (preferably in blue ink) on the legal entity form<sup>7</sup>, and a statement from the same agent confirming the validity of the tender;
- the name and contact details of a contact person in relation to the submission of the bid.

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

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

##### **3.1.1.2 Content of the tender**

###### **3.1.1.2.1 Section One: Administrative proposal**

###### **Eligibility documentation**

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

To identify himself the tenderer must fill in a Legal Entity Form<sup>6</sup> and a Financial Identification Form<sup>7</sup> (section 4.2.1)

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

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

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

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

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

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

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

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

In case of tenderers submitting a joint offer, the tenderers are asked to fill in and duly sign one of the attached **powers of attorney**<sup>8</sup>, depending on the set up that has been chosen by the tenderers.

If the tenderer envisages subcontracting, the tender must include:

- a **document**<sup>9</sup> clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent**<sup>10</sup> by each proposed subcontractor stating its intention to collaborate with the tender if the tenderer wins the contract and their willingness to

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<sup>7-6</sup> This form is available at:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_entities_en.cfm)

<sup>8</sup> Section 4.

<sup>9</sup> To be provided in free format

<sup>10</sup> See Section 4.2.1

accept the tasks and the terms and conditions set out above, in particular article II.17 of the draft service contract.

### **Exclusion criteria documentation**

Tenderers or their representatives shall provide a **declaration on their honour**<sup>11</sup>, duly signed and dated in which they:

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

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

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

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

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

### **Selection criteria documentation**

#### General

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid. It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification. The evidence for the selection criteria shall be assessed in the second stage of the evaluation of the tenders<sup>12</sup>.

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

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

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

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<sup>11</sup> See Section 4.2.2

<sup>12</sup> See Section 4.2.3

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 Form<sup>13</sup>, as well as a full copy of the tenderer's annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last three years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be certified by the tenderer.

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

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

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

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

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

#### Technical standing:

##### **a) Evidence for selection criterion 2.1 (Professional Capacity):**

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

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

The tenderer shall provide a description of the methodology used in order to provide interim services to companies. The tenderer shall indicate the volume of CVs contained in its data base, distributed by profile (in particular for the profiles listed under section 1.2).

##### **c) Evidence for selection criterion 2.3 (Staff Capacity):**

The tenderer must demonstrate ability to provide consistent, skilled business and technical resources and to ensure that individual resources will be dedicated throughout the duration of the Contract.

The tenderer must present a signed and dated declaration indicating workforce and assignments over the last three years meeting the specific requirements for the provision of the services under the Contract, and also Europass CV<sup>14</sup>, signed and dated, of staff proposed for the profiles as described in the contract notice.

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<sup>13</sup> See Section 4.2.3

<sup>14</sup> <http://europass.cedefop.europa.eu/europass/home/vernav/Europass+DocumentsEuropass+CV/navigate.action>

#### **d) Evidence for selection criterion 2.4 (Project Capacity):**

In order to prove his knowledge, expertise and track record, the tenderer shall present a list of at least **3 years' experience (at the time the request is submitted) in placement of interim staff, with at least 3 service contracts** under which he has provided services similar in terms of content, size and complexity to those described in this Call for Tenders, clearly identifying the sums, dates and recipients, public or private. A detailed description of all the contract references must be provided using the attached form (see section 4.2.3). The information provided shall not exceed 2 pages (size DIN-A4) per contract.

#### **3.1.1.2.2. Section Two: Technical proposal**

##### **Qualitative award criteria documentation**

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

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

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

Assessment basis for award criterion: The assessment for each award criterion will be based on the tender.

##### Assessment basis for award criterion AW1:

- A detailed description of the proposed procedure for the provision of interim staff that matches the ECHA requirements.

##### Assessment basis for award criterion AW2:

- A detailed description of the proposed tools used for attracting the candidates,
- A detailed proposed methodology regarding the selection of the candidates and the establishment of the pool of candidates (e.g. assessment of CVs, interviews and tests, in particular concerning language and computer skills, assessment centres, etc).

##### Assessment basis for award criterion AW3:

- A description of the composition and work of the team assigned to the tasks.

##### Assessment basis for award criterion AW4:

- A detailed proposal for processing feedback from interim staff and from ECHA, with regard to the performance of interim staff employed;

#### Assessment basis for award criterion AW5:

- A detailed description of the proposed training provided to the staff,
- A detailed description of the content of the proposed information package.

#### **3.1.1.2.3. Section Three: Financial proposal**

##### **Financial award criteria documentation**

Tenderers must use the financial form<sup>15</sup> to formulate their financial proposal.

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

The tenderers attention is drawn to the fact, that:

- prices must be expressed in euros;
- prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to the Agency by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderers responsibility to contact his national authorities to clarify the way in which the European Union is exempt from VAT;
- prices shall not be conditional and be directly applicable by following the technical specifications.
- prices shall be fixed and not subject to revision for the first period of 24 months laid down in the contract. From the second period of execution of the tasks, as at each renewal, the amount may be revised upwards or downwards. This revision will be made only if one of the contracting parties requests it, by means of registered mail received, not later than three months before the anniversary of the date on which contract was signed.
- the price revision shall be determined as described in the model framework contract (section 4.1)

Bids involving more than one legal entity must specify the amounts under a) and b) for each legal entity. Bids involving more than one service provider must specify the amounts for each provider.

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

All tenders must contain all the information and all the supporting documents required by these specifications. In the absence of the required information or documents, the Agency may disqualify the bid. The Agency reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

#### **3.1.1.3 Form of the tender**

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

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<sup>15</sup> See section 4.2.4

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/2011/191*" and "*Not to be opened by the internal mail service*". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape. The inner envelope must also contain three sealed envelopes, one containing the administrative proposal, the second the technical proposal and the third the financial bid. Each of these envelopes must clearly indicate the content. The administrative proposal, the technical proposal and the financial bid must be submitted, in duplicate (one set of originals and one set of copies).

### **3.1.2 Submission of the tender**

#### **3.1.2.1 General terms and conditions for submission**

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

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

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

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

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

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

Variants are not allowed. Lots are not allowed.

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

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

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

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

#### **3.1.2.2 Requirements for submission**

Tenders may be:

- a) either sent by registered mail, posted no later than 16/01/2012 (date as postmark); to the following address:

<p><i>European Chemicals Agency (ECHA)</i> <i>Invitation to tender No: ECHA/2011/191</i> <i>Finance Unit R1</i> <i>PO Box 400</i> <i>Annankatu 18</i> <i>00121 Helsinki</i> <i>Finland</i></p>
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- b) or sent by courier services, no later than 16/01/2012 (date of deposit slip), to the following address:

*European Chemicals Agency (ECHA)  
Invitation to tender No: ECHA/2011/191  
Finance Unit R1  
Annankatu 18  
00120 Helsinki  
Finland*

- c) or delivered by hand, in person or by an authorised representative no later than 16:00 hours Helsinki time on 16/01/2012, (date of acknowledgement of receipt by the Agency) to the address mentioned above.

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

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

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

### **3.2 CONTACT BETWEEN THE TENDERER AND THE AGENCY**

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

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

Such requests for further information may be made only in writing with the subject indication, « ECHA/2011/191 » to the following e-mail address:

[opencalls@echa.europa.eu](mailto:opencalls@echa.europa.eu)

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

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

[http://echa.europa.eu/opportunities/procurement\\_en.asp](http://echa.europa.eu/opportunities/procurement_en.asp)

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

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

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

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

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

### **3.3 OPENING OF THE TENDERS**

Tenders will be opened at 10:00 on 20/01/2012 at the following location:

<i>Office address: European Chemicals Agency (ECHA) Annankatu 18 00120 Helsinki Finland</i>
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One representative of each tenderer may attend the opening of the bids. Tenderers wishing to attend are requested to notify their intention by sending an e-mail at least 2 working days in advance to the above-mentioned e-mail address. This notification must be signed by an authorised representative of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

### **3.4 EVALUATION OF THE TENDERS**

The evaluation will be based on each tenderer's bid.

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

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

The aim of each of these stages is:

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

#### Stage 1 – application of exclusion criteria

In accordance with Articles 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 form<sup>16</sup> (see also section 3.1.1.2.1.).

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

#### Stage 2 - application of selection criteria

These criteria will be assessed on the basis of the documents indicated<sup>17</sup>.

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<sup>16</sup> See section 4.2.3

<b><u>SELECTION CRITERIA</u></b>
<b>1. FINANCIAL AND ECONOMIC CAPACITY</b>
Sufficient financial and economical capacity to perform the contract in terms of a minimum annual turnover of at least EUR 2 million over the past three years.
<b>2. TECHNICAL AND PROFESSIONAL CAPACITY</b>
2.1. Professional capacity to provide the services relevant for the Contract: - <i>A declaration or certificate of enrolment in a professional or trade register.</i>
2.2 The tenderer must demonstrate that it has experience in providing interim services and sufficient volume of CVs available in their database, distributed by profile, with an average of minimum of 5 CVs corresponding to the profiles required by ECHA (listed under section 1.2), in the past three years. In case the job titles used by the tenderer differ from those indicated by ECHA, the tenderer shall clarify the equivalence, to ensure that the CVs proposed match the requested profiles.
2.3 Staff capacity  Sufficient and qualified staff available throughout the year, including June and July.  <ul style="list-style-type: none"> <li>• <i>Minimum average number of permanent staff engaged in relevant assignments annually over the last 3 years, that can be mobilized to deliver services relevant for this Contract: minimum 2;</i></li> <li>• <i>Profiles: contract manager (1), and assistant (minimum 1).</i></li> </ul> <p><u>Contract manager</u> (number of profiles: 1): Education: — university level education. Experience: — minimum 3 years experience in placement of interim staff and of which a minimum of 1 year in collaboration with international companies, — knowledge of spoken and written English and Finnish at level C1 in the common European framework of reference for languages.</p> <p><u>Assistant</u> (number of profiles: minimum 1): Education: — university level education. Experience: — minimum 1 year in placement of interim staff, — knowledge of spoken English and Finnish at level C1 in the common European framework of reference for languages.</p> <p>CVs must be provided in the format specified in Annex 4.2.3.2.</p>
2.4 Project Capacity  Sufficient recent experience of the tenderer in the provision of services in customer engagements similar in scope and nature to those relevant for this Call for Tender.

<sup>17</sup> See section 4.2.3

*Minimum of 3 years' experience of the tenderer (at the time the request is submitted) in provision of interim services, with at least 3 service contracts with multi-national companies relevant to this call for tenders (provision of interim services).*

A consolidated assessment shall be made for joint offers (all members of the consortium together) and in case of subcontracting (tenderer plus subcontractor) to the extent that those entities put their resources at the disposal of the tenderer for the performance of the contract, as evidenced by a clear undertaking on the part of those entities (see also section 3.1.1.2.1).

### Stage 3 - application of award criteria

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

No	Qualitative award criteria	Weighting (maximum points)
1.	Quality of the procedure for the provision of the interim staff, responding to ECHA needs and requirements	25
2.	Quality of the methodology used to attract, select and establish a pool of sufficient candidates to meet ECHA's needs	25
3.	Quality of the organisation of the proposed team	20
4.	Quality of processing and use of the feedback received from interim staff and from ECHA, with regard to the performance of interim staff employed	15
5.	Quality of the induction training and information provided to interim staff before starting their work with ECHA	15
<b>Total number of points</b>		<b>100</b>

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

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

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

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

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

### 3.5 AWARD OF THE CONTRACT

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

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

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

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

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

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

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

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

- 1 The Agency shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
- 2 The Agency shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State.
- 3 Where the document or certificate referred to in paragraph 1 and 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 93 of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.
- 4 Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, and 3 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer or tenderer. This would be the case when the national legislation concerned gives juridical responsibility of

the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever the Agency requests it.

- 5 Where they have doubts as to whether tenderers are in one of the situations of exclusion, the Agency may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
  
- 6 The Agency may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Agency in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Agency services to check this evidence.

## 4 ANNEXES

### 4.1 CONTRACTUAL DOCUMENTATION

#### 4.1.1 Model Framework Contract



## FRAMEWORK SERVICE CONTRACT

### CONTRACT NUMBER - ECHA/2011/191

The European Chemicals Agency, ECHA, (hereinafter referred to as "the Agency"), which is 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]

[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

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

Annexes:

**Annex I** – Tender Specifications (Invitation to Tender No ECHA/2011/191) of [complete]

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

**Annex III** – Sample Order Form

**Annex IV** – Timesheet Form

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

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

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



## **I – SPECIAL CONDITIONS**

### **ARTICLE I.1 - SUBJECT**

- I.1.1** The subject of the Framework Service Contract is the provision of temporary workforce for the European Chemicals Agency (ECHA) in Helsinki and related services.
- I.1.2** Signature of the Contract imposes no obligation on the Agency to purchase. Only implementation of the Contract through Order Forms is binding on the Agency.
- I.1.3** Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and execute the tasks in accordance with all terms and conditions of the Contract.
- I.1.4** The Contract does not confer on the Contractor an exclusive right to provide the services described in Annex I to the Agency. *[The Contractor is selected as the [complete] contractor for a multiple framework contract.]*
- I.1.5** All Order Forms implementing the Contract shall conform to the terms set out therein.

### **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. Provision of the services may under no circumstances begin before the date on which the Order 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 Orders shall be returned signed before the Contract to which they refer expires.  
The Contract shall continue to apply to such Orders after its expiry, but no later than 6 months after expiry.
- I.2.5** The Contract shall be renewed automatically up to two (2) times, each time for a period of 12 months, under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other three (3) months before expiry of the Contract. Renewal does not imply any modification or deferment of existing obligations.

### **ARTICLE I.3 – CONTRACT 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 24 months of the Contract.

In case of renewal of this Contract in accordance with Article I.2.5 for an additional period of 12 months, the applicable price tables of the Contract may be revised upwards or downwards. This revision will be made only if one of the contracting parties requests it by registered mail received by the other party not later than three months before the second anniversary of the date on which the contract was signed.

The Commission 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 (Monetary Union Index of Consumer Prices) 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:

$$Pr = Po \left( 0,2 + 0,8 \frac{Ir}{Io} \right)$$

where:

- Pr = revised price;  
Po = price in the original tender;  
Io = index for the month [in which the validity of the tender expires] [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] [in which the revised prices take effect.

#### **ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT**

The Contract shall be implemented through Order forms.

Within 3 working days of an order form being sent by the Agency to the Contractor, the Agency shall receive it back, duly signed and dated. Should the Contractor be unavailable, he shall give reasons for refusal within the same period and the Agency shall be entitled to place the order with the next contractor on the list. In the event of failure to observe this deadline, the Contractor shall be considered unavailable. The period allowed for the execution of the tasks shall start to run on the date the Contractor signs the order form, unless a different date is indicated on the form.

#### **ARTICLE I.5 – PAYMENT PERIODS AND FORMALITIES**

Payments under the Contract shall be made in accordance with Articles 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.

##### **I.5.1 Pre-financing:**

Pre-financing is not applicable for this contract.

##### **I.5.2 Interim payment:**

Interim payments are not applicable for this contract.

##### **I.5.3 Payment of the monthly balance:**

###### Monthly Payment:

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

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

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

#### **ARTICLE I.6 – BANK ACCOUNT**

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

Name of bank: [complete]  
Address of branch in full: [complete]  
Exact designation of account holder: [complete]  
Full account number including codes: [complete]  
[IBAN 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 numbers. Ordinary mail shall be deemed to have been received by the Agency on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

The Agency:

European Chemicals Agency (ECHA)  
Unit R2  
P.O.Box 400, 00121 Helsinki  
Tel:  
E-mail:

Contractor:

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

### **ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- I.8.1** The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Finland.
- I.8.2** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Helsinki, Finland.

### **ARTICLE I.9 – DATA PROTECTION**

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

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

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

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

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

- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

#### **ARTICLE I.10 – TERMINATION BY EITHER CONTRACTING PARTY**

Either contracting party may, of its own will and without being required to pay compensation, terminate the Contract by serving a three-month formal prior notice. Should the Agency terminate the Contract, the Contractor shall only be entitled to payment corresponding to the services ordered 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.11 – CONTRACT CONCLUDED DURING STANDSTILL PERIOD**

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

## **II – GENERAL CONDITIONS**

### **ARTICLE II.1 – PERFORMANCE OF THE CONTRACT**

- II.1.1.** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3.** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4.** The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5.** The Contractor shall neither represent the Agency nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6.** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.  
The Contractor shall make provision for the following employment or service relationships with his staff:
- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
  - the Agency may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Agency any right arising from the contractual relationship between the Agency and the Contractor.
- II.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on the Agency premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Agency shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- II.1.8.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Agency. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.
- II.1.9.** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Agency may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Agency may claim compensation or impose liquidated damages provided for in Article II.16.

### **ARTICLE II.2 – LIABILITY**

- II.2.1.** The Agency shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Agency.
- II.2.2.** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Agency shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3.** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Agency by a third party as a result of damage caused by the Contractor in performance of the Contract.

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

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

### **ARTICLE II.3 - CONFLICT OF INTERESTS**

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

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

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

**II.3.3.** The Contractor declares:

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

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

### **ARTICLE II.4 – PAYMENTS**

**II.4.1.** Pre-financing:

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

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

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

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

**II.4.2.** Interim payment:

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

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

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

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

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

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

#### **II.4.3. Payment of the balance:**

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

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

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

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

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

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

#### **II.4.4. Payment currency and costs:**

Payments are executed in the currency of the contract.

Costs of the transfer are borne in the following way:

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

### **ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS**

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

**II.5.2.** The payment periods referred to in Article I.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.4 shall begin to run again once the suspension has been lifted.

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

## **ARTICLE II.6 – RECOVERY**

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

## **ARTICLE II.7 - REIMBURSEMENTS**

- II.7.1.** Where provided by the Special Conditions or by Annex I, the Agency shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.
- II.7.2.** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.
- II.7.3.** Travel expenses shall be reimbursed as follows:
- a)** travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
  - b)** travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
  - c)** travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
  - d)** travel outside Union territory shall be reimbursed under the general conditions stated above provided the Agency has given its prior written agreement.
- II.7.4.** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:
- a)** for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
  - b)** daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
  - c)** daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
  - d)** daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.
- II.7.5.** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Agency has given prior written authorisation.



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

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

## **ARTICLE II.9 – CONFIDENTIALITY**

- II.9.1.** The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.
- II.9.2.** The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

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

- II.10.1.** The Contractor shall authorise the Agency to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.
- II.10.2.** Unless otherwise provided by the Special Conditions, the Agency shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Agency.
- II.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Agency and shall mention the amount paid by the Union. It shall state that the opinions expressed are those of the Contractor only and do not represent the Agency's official position.
- II.10.4.** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Agency has specifically given prior written authorisation to the contrary.

## **ARTICLE II. 11 – TAXATION**

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

## **ARTICLE II.12 – FORCE MAJEURE**

- II.12.1.** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or

delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

- II.12.2. Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3. Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.12.4. The contracting parties shall take the necessary measures to reduce damage to a minimum.

#### **ARTICLE II.13 – SUBCONTRACTING**

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

#### **ARTICLE II.14 – ASSIGNMENT**

- II.14.1. The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Agency.
- II.14.2. In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Agency.

#### **ARTICLE II.15 – TERMINATION BY THE AGENCY**

- II.15.1. The Agency may terminate the Contract in the following circumstances:
  - (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
  - (c) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
  - (d) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
  - (e) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
  - (f) where the Contractor is in breach of his obligations under Article II.3;
  - (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Agency as a condition of participation in the Contract procedure or failed to supply this information;
  - (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Agency's opinion, have a significant effect on the performance of the Contract;

- (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Agency;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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

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

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

**II.15.4.** Consequences of termination:

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

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

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

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

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

#### **ARTICLE II.16 – LIQUIDATED DAMAGES**

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Agency's right to terminate the Contract, the Agency may decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Agency within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Agency and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

#### **ARTICLE II.17 – CHECKS AND AUDITS**

- II.17.1. Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance.
- II.17.2. The Agency or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.
- II.17.3. In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

**ARTICLE II.18 – AMENDMENTS**

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

**ARTICLE II.19 – SUSPENSION OF THE CONTRACT**

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

**SIGNATURES**

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

For the Agency,  
[forename/surname/function]

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

Done at [ ], [date]  
In duplicate in English.

Done at [Helsinki], [date]


## **Annex I**

Tender Specifications (Invitation to Tender No ECHA/2011/191) of [*complete*]

**Annex II**

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

**Annex III**

 <b>European Chemicals Agency</b>  <b>European Chemicals Agency</b> <b>Annankatu 18</b> <b>00120 Helsinki</b>	<b>ORDER FORM ECA. _____</b> (to be mentioned in all correspondence)	Number of sheets: 1	Sheet No 1/1	<i>(Name and address of supplier)</i>		
	governed by the provisions of the Framework Service Contract	<i>(Name and address of supplier)</i>				
	Country of origin: FI					
	Currency of payment: EUR					
<b>This Order form is governed by the Framework Service Contract No _____</b>						
<b>DESCRIPTION OF THE INTERIM SERVICES</b>		<b>Period</b>		<b>PRICE in €</b>		
<b>Description of the job</b>	<b>Name of the interim</b>	<b>Start date</b>	<b>End date</b>	<b>Price per hour</b>	<b>Max. Number working hours</b>	<b>TOTAL</b>
Place of performance : European Chemicals Agency, Annankatu 18; 00120 Helsinki		<b>MAXIMUM TOTAL VAT excluded :</b>				<b>0.00 €</b>
Payment:30 days from approval of the invoice		<b>MAXIMUM VAT 23%:</b>				<b>0.00 €</b>
<b>Contractor's bank account:</b>		<b>TOTAL</b>				<b>0.00 €</b>
<b>Acceptance of this order implies that the Contractor waives all other terms of business or of execution of the services.</b>						
<b>For ECHA,</b> Name of Authorising Officer		<b>For the Contractor,</b> Name of supplier				
Signature: _____		Signature: _____				
Date: Helsinki ___/___/2011		Date: Helsinki ___/___/2011				
<b>The request for payment shall be admissible only if the Contractor returns a signed copy of this purchase order.</b>						
This Contract shall be governed by Union law, complemented, where necessary, by the national law of Finland. 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.						

**Annex IV**

**Monthly timesheet**

**Name of Company:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Daily charged rate:** \_\_\_\_\_

**Name of interim staff:** \_\_\_\_\_

**Month and Year:** \_\_\_\_\_

**Signatures:**

<b>Date</b>	<b>Activity</b>	<b>Start</b>	<b>End</b>	<b>Comment</b>	<b>Total</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
<b>Grand Total:</b>					<input type="text"/>



*Date:* Indication of the exact date of the provision of service  
*Activity:* Indication of the activity (e.g. on activity, Holiday, unpaid leave, etc)  
*Start:* Indiction of the starting hour during the day  
*End:* Indiction of the ending hour during the day  
*Comment:* Indication of any relevant comment from the Contractor  
*Total:* Indication of total hour per day  
*Grand total :* Indication of the total hours charged for the month

4.2 PROCUREMENT DOCUMENTATION

4.2.1 Eligibility documentation

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

**LEGAL ENTITIES**

**PRIVATE COMPANIES**

<b>TYPE OF COMPANY</b>	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>														
<b>NGO</b>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non Gouvernemental Organisation)												
<b>NAME(S)</b>	<table border="1" style="width: 100%; height: 30px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table> <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table> <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>														
<b>ABBREVIATION</b>	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>														
<b>ADDRESS OF THE HEAD OFFICE</b>	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table> <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>														
<b>POSTAL CODE</b>	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<b>P.O. BOX</b>	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>								
<b>CITY</b>	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>														
<b>COUNTRY</b>	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>														
<b>VAT</b>	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>														
<b>PLACE OF REGISTRATION</b>	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>														
<b>DATE OF REGISTRATION</b>	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
<b>REGISTRATION NR</b>	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>														
<b>PHONE</b>	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<b>FAX</b>	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>								
<b>E-MAIL</b>	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>														
<b>CONTACT PERSON</b>	<table border="1" style="width: 100%; height: 15px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>														

**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**

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

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

**SIGNALETIQUE FINANCIER**

<b>TITULAIRE DU COMPTE BANCAIRE</b>	
NOM	<input type="text"/>
ADRESSE	<input type="text"/>
COMMUNE/VILLE	<input type="text"/>
PAYS	<input type="text"/>
CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
E - MAIL	<input type="text"/>
CODE POSTAL	<input type="text"/>
NUMERO TVA	<input type="text"/>
TELEFAX	<input type="text"/>

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

**REMARQUES:**

<p><b>CACHET de la BANQUE + SIGNATURE du REPRESENTANT DE LA BANQUE</b> (Les deux obligatoires)</p>
--

<p><b>DATE + SIGNATURE DU TITULAIRE DU COMPTE :</b> (Obligatoire)</p>
---

**SUBCONTRACTOR / LETTER OF INTENT**

ECHA / 2011 / 191

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.

<b>Full name</b>	<b>Date</b>	<b>Signature</b>
.....		

## POWER OF ATTORNEY

### POWER OF ATTORNEY – MODEL 1

#### Agreement / Power of Attorney

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

We the undersigned:

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

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

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

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

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

Signed in ..... on .....

Name  
Function  
Company

Name  
Function  
Company

Name  
Function  
Company

Name  
Function  
Company



## POWER OF ATTORNEY – MODEL 2

### Agreement / Power of Attorney

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

We the undersigned:

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

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

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

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

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

Signed in ..... on .....

Name  
Function  
Company

Name  
Function  
Company

Name  
Function  
Company

Name  
Function  
Company

#### 4.2.2 Exclusion criteria documentation

### Exclusion Criteria Form

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

- in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator<sup>18</sup>*)

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.

---

<sup>18</sup> 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).

In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.
- k) that the information provided to the Agency within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above<sup>19</sup>.

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

<sup>19</sup> Mandatory for contracts of value above €133 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

#### 4.2.3 Selection criteria documentation

### Financial and Economic Capacity Overview Form

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

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

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

#### **4.2.3.1 CONTRACT REFERENCE FORM**

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

The Project Reference Form consists of two pages:

- Front page
- Description page

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

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

**Contract Reference Form (page 1 of 2)**

**Contract reference n°** \_\_\_\_\_

**Contract reference front page**

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

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

**Contract Reference Form (page 2 of 2)**

**Contract reference n°** \_\_\_\_\_

**Description page**



## 4.2.3.2 EUROPEAN CURRICULUM VITAE FORMAT

### EUROPEAN CURRICULUM VITAE FORMAT



#### PERSONAL INFORMATION

Name [ **SURNAME, other name(s)** ]  
Address [ **House number, street name, postcode, city, country** ]  
Telephone  
Fax  
E-mail  
  
Nationality  
Date of birth [ Day, month, year ]

#### WORK EXPERIENCE

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

#### EDUCATION AND TRAINING

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

**PERSONAL SKILLS  
AND COMPETENCES**

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

MOTHER TONGUE

[ Specify mother tongue ]

OTHER LANGUAGES

[ Specify language ]

- Reading skills
- Writing skills
- Verbal skills

[ Indicate level: excellent, good, basic. ]

[ Indicate level: excellent, good, basic. ]

[ Indicate level: excellent, good, basic. ]

SOCIAL SKILLS

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

AND COMPETENCES

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

ORGANISATIONAL SKILLS

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

AND COMPETENCES

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

TECHNICAL SKILLS

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

AND COMPETENCES

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

ARTISTIC SKILLS

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

AND COMPETENCES

*Music, writing, design, etc.*

OTHER SKILLS

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

AND COMPETENCES

*Competences not mentioned above.*

DRIVING LICENCE(S)

**ADDITIONAL INFORMATION**

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

**ANNEXES**

[ List any attached annexes. ]

#### 4.2.4 Award criteria documentation

Please note that the price comparison between offers during the evaluation will be based solely on the total price of the scenario. The total price indicated here does not necessarily represent an amount that will correspond to the overall value of the framework contract, nor do the particular services necessarily represent the services that will be contracted through the order forms. Unit prices must be equal in both tables.

### FINANCIAL OFFER

#### Price Grid per Category of Interim Staff

To be completed and returned with the Tender

Job type	Price per day in € ( less than 5 years of relevant experience )		Price per day in € ( more than 5 years of relevant experience )	
	Daily Rate Without VAT	Daily Rate Included VAT	Daily Rate Without VAT	Daily Rate Included VAT
Secretary/clerical tasks	€	€	€	€
Administrative assistant	€	€	€	€
communication support	€	€	€	€
Human Resources support	€	€	€	€
Conference hotess or host	€	€	€	€
Conference organiser	€	€	€	€
Budgetary and financial accountancy support	€	€	€	€
Procurement and contract management support	€	€	€	€
Facilities/maintenance staff	€	€	€	€
Safety/security officer	€	€	€	€
ICT staff (e.g. database administrator, system administrator/ architect/developer/programmer, support)	€	€	€	€
Scientific administrative support	€	€	€	€
Legal and regulatory affairs support	€	€	€	€

#### **Important note:**

1- Tenderers are requested to complete and sign this 'Price Grid'. Prices to be invoiced to ECHA must be all inclusive and given by **daily** rate for each Category.

2- Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Communities, ECHA is exempted from all duties, taxes and other charges, including VAT. Consequently, these duties, taxes and other charges can therefore not enter into the calculation of prices. Tenderers are requested to indicate separately in their tender the applicable VAT.

3- This price grid will be annexed to the framework contract and forms bases for the unit prices to be used in the context of order forms. **Any unit price not listed in this price grid shall not be taken into account during the implementation of the framework contract and will not be eligible for the payment of future invoices.**

Signature of the Tenderer: .....

## FINANCIAL OFFER

### Offer for Scenario Price calculation To be completed and returned with the Tender

Job type	Number of Man-Days	Daily Rate without VAT (experience < 5 years)	Total Price
Secretary/clerical tasks	1000		
Administrative assistant	600		
Communication support	400		
Human Resources support	400		
Conference hotess or host	800		
Conference organiser	800		
Budgetary and financial accountancy support	200		
Procurement and contract management support	200		
Facilities/maintenance staff	200		
Safety/security officer	100		
ICT staff (e.g. database administrator, system admin./ architect/developer/programmer, support)	400		
Scientific administrative support	600		
Legal and regulatory affairs support	200		
Grand Total			

**Important note:**

1- Tenderers are requested to complete and sign this 'Offer for Scenario'. Scenario of prices to be invoiced to ECHA must be all inclusive and given by **daily** rate for each Category.

2- Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Communities, ECHA is exempted from all duties, taxes and other charges, including VAT. Consequently, these duties, taxes and other charges can therefore not enter into the calculation of prices. Tenderers are requested to indicate separately in their tender the applicable VAT.

**Signature of the Tenderer:** .....

#### 4.2.5 Checklist of documents to be submitted

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

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

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

Description	Section	Coordinator or single tenderer
Technical Proposal (see Section <a href="#">3.1.1.2.2</a> )	2	■
Financial Proposal (see Section <a href="#">3.1.1.2.3</a> )	3	■