

ECHA/2011/140

Direct Contract

**Abatement costs of certain hazardous
chemicals**

**Open procurement procedure
Specifications and model contract**

Contract notice: OJ 2011/S 161-264814

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1. THE SERVICES/SUPPLIES (TECHNICAL SPECIFICATIONS)

1.1. BACKGROUND AND OBJECTIVES

Background

Compliance costs of abating emissions of chemicals are called more generally “abatement” costs. These include costs relating to i) using alternative chemicals, ii) applying alternative techniques, or iii) means of reducing emissions (e.g. end-of-pipe or process techniques) arising from chemicals. During 2010 ECHA has been collaborating in an “Abatement cost curves for substances of concern”¹ study with UK Environment Agency, Health and Safety Executive as well as RIVM. This study explored how marginal or average compliance costs of measures could be used to assess the cost-effectiveness of phasing out the use of a substance or reduce any consequent emissions. The requested services are a continuation of this line of work.

Objective

The objective is to help ECHA to start establishing a capability to assess the abatement costs of reducing the use or consequent emissions of hazardous substances. This will be carried out by collecting abatement cost data of certain chemicals. The substances are chosen based on their potential relevance for risk management activities under REACH.

1.2. DESCRIPTION OF RESOURCES

The Tenderer shall provide detailed information about the person(s) that will be involved in the delivery of the contract. This should include: educational and professional background, as well as representative past assignments which show capability to undertake the requested services.

Relevant educational background to carry out the services includes the following areas:

- Environmental and industrial economics, socio-economic assessment relevant for the regulatory management of chemicals;
- Chemical and process engineering,
- Chemistry (organic, inorganic, analytical, etc)
- Risk management related to industrial chemicals or biocides;
- Chemical safety assessment (CSA) and its implementation

Relevant professional experience includes work in the fields such as:

- organizing stakeholder consultation,
- assessing compliance/abatement costs, and
- assessing impacts of regulating chemicals.

The substances covered in the requested services are allocated into 5 Lots. The estimated working days needed for each lot is given in Table 1. The estimates includes mission (i.e. travel) days.

¹ Available at <http://publications.environment-agency.gov.uk/dispay.php?name=SCHO0811BUCD-E-E>.

Table 1: Estimated working days needed to carry out the services

LOT (substances covered)	Estimated number of working days needed
Lot 1 Phtalates	30-40
Lot 2 Nonylphenol and nonylphenol ethoxylates	20-30
Lot 3 1,4-Diclorobenzene	10-15
Lot 4 Lead	10-15
Lot 5 MDA and HBCDD	15-25

1.3. DESCRIPTION OF TASKS

1.3.1. Approach

The methods needed to meet the objective may be specific for the substance in question, but need for literature/internet searches and further data collection with stakeholders are foreseen. The calculation of abatement costs shall follow the guidelines in the ECHA cost guidance² when applicable.

The contractor shall contact directly relevant industrial organisations, companies and possibly Member States and NGOs to acquire information. ECHA may request the contractor to collaborate with other contractors working with other substances on a similar task (in different Lots).

The tenderers are requested to provide a technical offer (i.e. a project plan) in their tender, describing activities and methodology to carry out the services for each lot for which they tender. The project plan shall contain a tentative timetable for the work following the given timelines for the deliverables in section 1.4. The starting and completion dates for the contract given in Section 6 shall not be exceeded. Note that the quality of the proposed services (i.e. the activities and the methodology) is among the award criteria.

1.3.2. Tasks

The contractor shall collect, assess and report data on abatement costs of reducing the use or emissions of certain chemicals. Naturally, different applications of the same substance may/will introduce different abatement costs. The costs related to alternatives need to be assessed with similar efforts, details and accuracy as the costs related to the use of the substance in question to be able to estimate abatement costs.

² Addendum to Guidance on Socio-Economic Analysis – Restrictions: Calculation of Compliance costs. Available at http://echa.europa.eu/doc/reach/appendix1-calculation_%20compliance_costs_case_restrictions.pdf

Furthermore, the contractor shall prepare overview on the functioning of the markets for the substances in question. This overview should give information on prices, amounts of the substance in the markets (including import and export), the relative shares of the substance used for different applications, number of actors involved in the business, as well as possible trends in the relevant market.

The services are divided into five lots, which are almost identical considering the tasks. The main differences between the lots are the assessed substances and the timing of the work (see Chapter 2.2). The tenderers may tender for one or several lots.

Lot 1 (Phthalates)

The following phthalates are allocated to Lot 1:

- DEHP
- DBP
- BBP
- DIBP

The first three of the phthalates are included in the Annex XIV (List of substances subject to authorisation)³ as well covered by a restriction entry 51 of Annex XVII⁴ to REACH. The fourth phthalate (DIBP) has been recommended to be included in the Annex XIV.

Lot 2

Nonylphenol and nonylphenol ethoxylates in textiles

Lot 3

Diclorobenzene in toilet blocks and in air fresheners

Lot 4

Lead in shots

The substances in lots 2 to 4 are covered in the requested services according to the best understanding of ECHA concerning the Commission's possible request to ECHA to prepare an Annex XV restriction reports for these substances. Only the uses mentioned above shall be covered when assessing abatement costs. In addition, the contractor shall give an overview on the relevant markets.

Lot 5

The following substances are allocated to Lot 5:

- MDA
- HBCDD

These substances are in the Annex XIV (List of substances subject to authorisation) to REACH Regulation.

Additional information of the Lots is given in the main Section 5 (Description of Lots).

When preparing the tender it should be noted that extensive work has been carried out at least for some of the substances to identify uses and alternatives for the substances. In other words the Tenderer should propose resources to be allocated for tasks that

³ Available at http://echa.europa.eu/reach/authorisation_under_reach/authorisation_list_en.asp

⁴ Available at <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:164:0007:0031:EN:PDF>

would bring forward additional information. Obviously any findings from the existing work should be reported as part of this assignment.

For the substances subject for authorisation, the work should focus on the use of alternative substance or techniques. The abatement costs to reduce emissions should be reported only if such information is received without significant additional effort. For substances for which a restriction is foreseen a risk management measure, the means to reduce emissions (or even exposure) are likely to be relevant. However, in these cases, the abatement costs to reduce the use of the substance shall be assessed as well.

1.3.3. Organisation of the work

The Contractor is expected to work in close cooperation with the ECHA Project Manager and the Project Team throughout the contract.

The Contractor shall attend and/or organise meetings with the ECHA Project Team and other relevant parties to discuss methodological and organisational issues related to the contract implementation. The contractor shall be prepared to participate in two meetings in ECHA's premises in Helsinki, Finland (Table 2). If a tenderer is awarded a contract for several lots, the meetings will be combined when possible. However, the financial offer has to be made per lot separately.

In addition to these two meetings the Tenderer needs to plan for a mid-term meeting through video or teleconference. In addition to these above meetings separate tele- or videoconferences may also be organised, if needed.

Table 2 Meetings foreseen during the contract

Meeting	Purpose of the meeting	Possible attendees
Kick-off meeting (face to face)	Discussion of work plan; select specific parameters of abatement costs to be investigated	Contractor ECHA project team
Mid term review (tele- or video-conference)	Presentation of preliminary results. Feedback from the ECHA to the contractor	Contractor ECHA project team
Presentation of end results (face to face)	Discussion of the results and lessons learnt (potentially as a part of a workshop)	Contractor ECHA project team (other experts may be invited)

The total price of the services specified in the financial offer of each lot, shall include travel and subsistence expenses reimbursed in accordance with Article II.7 of the General Conditions of the Contract.

It is envisaged that the contractor would send one expert to a one-day kick-off meeting and to a one-day meeting to present the end results after providing the draft final report (see Chapter 8). For the kick-off meeting the contractor is expected to be available for

one working day. For the presentation of the end results, the contractor is expected to come to ECHA well before (i.e. ½ day) the workshop and be available for a wrap-up meeting after the workshop. Similar meetings (kick-off and presenting the end results) are foreseen for all the lots.

1.4. DESCRIPTION OF DELIVERABLES

The contractor shall prepare the following deliverables during the service (applicable for all lots):

1. Revised project plan: Based on the comments from ECHA on the project plan provided with the tender, the contractor shall prepare a revised project plan (or updating the relevant parts of the project plan). This revised project plan shall be sent to ECHA within 2 weeks after receiving ECHA's comments. This will be the input to the kick off meeting.
2. Draft final report and a data package: A draft final report and a data package shall be delivered within 5 months from the start of the services. The draft final report shall discuss how the services were carried out substance by substance, including description of the collected data, sources of information and the lessons learnt (e.g. any problems encountered). The report is envisaged to be focussed/short (i.e. contain about 10 pages per substance). ECHA will comment the draft final report within a week after receiving it. The data package consists of the raw data received from different sources and shall be delivered in an excel format. The report and data package shall be in a form that allows ECHA to conduct further abatement cost calculations as easily as possible.
3. Final report: Based on the comments on draft final report, the contractor shall prepare the final report within 1 week after receiving the comments. The Agency shall have 30 days from receipt to approve or reject the final report, and the Contractor shall have 15 days in which to submit additional information or a new report.

Any material collected or prepared under this contract, as relevant, shall be delivered to ECHA. ECHA shall become the sole owner of the deliverables prepared under this contract. The deliverables shall be provided in a non-confidential reports, and confidential information (if any), shall be provided in separate documents.

All communication during the execution of the contract will be made in English. Reports have to be provided electronically in the appropriate format (e.g. Word, Excel, or other format explicitly agreed upon with the Contractor) and written in clear English.

2 THE CONTRACT

2.1 THE NATURE OF THE CONTRACT

Abatement costs of certain chemicals – direct contract

2.2 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The timing of the tasks differs between the Lots 1 to 4 and 5 in the following way:

Lots 1, 2, 3 and 4

The contract shall enter into force on the date on which it is signed by the last contracting party. The indicative date for signing the contract is the fourth quarter of 2011. The contract will run for a period of 7 months.

Lot 5

The contract shall enter into force on the date on which it is signed by the last contracting party. The indicative date for signing the contract is the second quarter of 2012. The contract will run for a period of 7 months.

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.

2.3 PLACE OF PERFORMANCE

The place of performance of the tasks shall be the Contractor's premises or any other place indicated in the tender.

2.4 TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.3, I.4 & II.4 of the draft service contract (Annex).

2.5 GUARANTEES

N/A

2.6 LIABILITY

2.6.1 Joint Offers

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

Statements saying, for instance:

- 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.

2.6.2 Subcontracting

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

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

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

Tenderers must inform the subcontractor(s) and include in their subcontracting 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.

3 THE PROCUREMENT PROCEDURE

3.1 PREPARATION AND SUBMISSION OF THE TENDER PER LOT

3.1.1 *Preparation of the tender*

3.1.1.1 General

Tenderers must prepare for each lot for which they submit and offer, a separate tender, containing a complete Administrative offer, Technical offer and Financial offer.

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

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

Tenders must include the following information:

- all the information and documents requested by the Agency in order to assess the tender;
- the price in euros;
- one specimen signature of an authorised agent (preferably in blue ink) on the legal entity form⁵, 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 per Lot

3.1.1.2.1 Section One: Administrative offer

Eligibility documentation

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

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

⁵ See section 4.3.1.

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

The **Legal Entity Form**⁶ is to be signed by a representative of the tenderer authorised to sign contracts with third parties.

The **Financial identification**⁷ form shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker.

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

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

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

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

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

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

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

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

⁶ This form is available at:

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

⁷ The form is available at:

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

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**⁸, depending on the set up that has been chosen by the tenderers.

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

- a **document**⁹ clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent**¹⁰ by each proposed subcontractor stating its intention to collaborate with the tender if the tenderer wins the contract and their willingness to accept the tasks and the terms and conditions set out above, in particular article II.17 of the draft service contract.

Exclusion criteria documentation

Tenderers or their representatives shall provide a **declaration on their honour**¹¹, 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.

⁸ See Section 4.3.1

⁹ To be provided in free format

¹⁰ See Section 4.3.1.

¹¹ See Section 4.3.2.

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 tenders¹².

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

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

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

In case of joint offer, or sub-contracting for which the total amount envisaged is above 30% of the total contract value, evidence of the ability of the entity involved in the joint offer or the potential subcontractor(s) to perform the tasks 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 Form¹³, 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.

¹² See Section 4.3.3.

¹³ See Section 4.3.3

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.

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

a) Evidence for selection criterion 2.1

The CV's (in Europass format – see Section 4.3.3) of the tenderer's staff involved in the implementation of the contract

b) Evidence for selection criterion 2.2

A list of at least three relevant projects (in terms of subject or substances¹⁴ executed in the last 10 years, with the value, dates and places. For each reference project it is mandatory to fill in one project reference form (Section 4.3.3). The Agency shall be authorised to contact the indicated person to verify the reference.

Evidence on previous relevant project shall be provided for each tendered lot. However, one project may be applicable for several lots (e.g. project related to assessing abatement costs).

3.1.1.2.2. Section Two: Technical offer per Lot (i.e. project plan)

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

¹⁴ Relevance in terms of subject is coverage of the fields (subjects) mentioned under Section 1.2. Relevant substances are listed in Section 1.3.

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The tenderers are also requested to estimate how many working days each specialist is expected to work to carry out the services. **The tenderers are expected to provide detailed allocation of tasks in the technical offer, if more than one specialist is proposed to carry out the services.** 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.

The assessment will be performed by applying the award criteria mentioned below:

Assessment basis for award criterion AW1: Overall understanding of the project to be performed

The assessment basis for this award criterion is the Tenderer's technical offer (20 points).

Assessment basis for award criterion AW2: Quality of the technical offer

The assessment basis for this award criterion is the Tenderer's technical offer (40 points).

Assessment basis for award criterion AW3: Composition of the team of expert(s) to carry out the services

The assessment basis for this award criterion is the Tenderer's technical offer (40 points).

3.1.1.2.3. Section Three: Financial offer per Lot

Financial award criteria documentation

Tenderers must use the financial form¹⁵ to formulate their financial offer.

The tenderers attention is drawn to the following points:

- prices must be expressed in euros;
- prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU

¹⁵ See section 4.3.4.

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

Since this invitation to tender relates to several lots, tenderers must make a separate financial offer for each of the lots they propose providing.

- Prices shall not be conditional and be directly applicable by following the technical specifications.
- Prices shall be fixed and not subject to revision.

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.

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/2011/140*" and "*Not to be opened by the internal mail service*". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape. The inner envelope must also contain three sealed envelopes, one containing the administrative offer, the second the technical offer and the third the financial bid. Each of these envelopes must clearly indicate the content. The administrative offer, the technical offer and the financial bid must be submitted, in duplicate (one set of originals and one set of copies) and a third set in electronic format (on CD ROM).

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.

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 30 September 2011 (date as postmark); to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2011/140
Finance Unit R1
PO Box 400
Annankatu 18
00121 Helsinki
Finland*

- b) or sent by courier services, no later than 30 September 2011 (date of deposit slip), to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2011/140
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 30 September 2011, (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.

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/2011/140* » to the following e-mail address:

procurement@echa.europa.eu

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

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

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

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

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

- before the final date for the receipt of bids, in order to inform interested parties of an error, a lack of precision, an omission or any other material shortcoming in the drawing up of the documents of the invitation to tender;
- or, after the opening of bids, where a bid requires clarification or in order to correct material errors made in drawing up a bid.

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

3.3 OPENING OF THE TENDERS

Tenders will be opened at 10:00 on 07 October 2011 at the following location:

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

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

3.4 EVALUATION OF THE TENDERS

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

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

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

The aim of each of these stages is:

1. to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;
2. to check, in the second stage (selection criteria), the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage;

3. to evaluate on the basis of the award criteria the technical and financial tenders and establish a ranking list, by order of merit, of all tenders having passed the exclusion and selection stages, as well as the quality thresholds set for the evaluation of the award criteria.

Stage 1 – application of exclusion criteria

In accordance with Articles 93 and 94 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the exclusion criteria form¹⁶.

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 indicated¹⁷.

<u>SELECTION CRITERIA (applicable to all Lots)</u>
1. FINANCIAL AND ECONOMIC CAPACITY
1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract, in terms of a minimum average annual turnover (or expenditure for public institutions) of at least € 500.000 over the last three years.
2. TECHNICAL AND PROFESSIONAL CAPACITY
2.1. Necessary human resources to provide the services. (i) The team leader or, in case the services are carried out by one expert, the expert involved in the implementation of the contract must have at least: - a Master's degree in a relevant area (examples are listed in Section 1.2.) ; - 5 years of relevant professional experience (listed in Section 1.2); - knowledge of written and spoken English at C1 level in the Common European Framework of Reference for languages (ii) The other members of the team (if any) must have the technical and professional capacity and knowledge on languages needed to successfully carry out the services allocated to them in the technical offer.
2.2. Relevant professional experience, in terms of a proven successful track-record of at least 3 relevant projects (in terms of field ¹⁸ or substance ¹⁹) carried out in the last 10 years.

¹⁶ See section 4.3.2.

¹⁷ See section 3.1.1.2.1

¹⁸ For examples of relevant fields, see Section 1.2

¹⁹ Relevance in terms of substance is work on substances covered in the different Lots (see Section 1.3)

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

Stage 3 - application of award criteria

The contract will be awarded to the most cost-effective tender. The following award criteria will be applied for each lot:

No	Qualitative award criteria (applicable to all Lots)	Weighting (maximum points)
AW1	<u>Overall understanding of the project to be performed</u> This criterion assesses the ability of the Tenderer to understand the project issues and to make a valid offer for implementation.	20
AW2	<u>Quality of the technical offer</u> This criterion assesses: the concept and structure of the technical offer, the readability and completeness of the technical offer and logic and completeness of the proposed work plan, including the justification for the proposed tasks and foreseen timelines, and the appropriateness of the proposed methodology.	40
AW3	<u>Composition of the team</u> This criterion assesses the organisational set-up and composition of the team of expert(s) that will implement the contract under the conditions of this call for tenders.	40
Total number of points		100

The selected tender (per lot) 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.

Award criterion	
	Total price = Price of the services (per lot)

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

Final Evaluation (per lot)	
Total points	<i>Total Quality Points/Price</i>

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 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 with the successful tenderer until a standstill period of 14 calendar days has elapsed, running from the day after the simultaneous dispatch of the notification letters to the tenderers informing them of the award decision.

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

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

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

referred to in paragraph 3 to obtain any information they consider necessary about that situation.

- 6 The Agency may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Agency in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Agency services to check this evidence.

4 ANNEXES

4.1 TECHNICAL DOCUMENTATION

Not applicable

4.2 CONTRACTUAL DOCUMENTATION

4.2.1. Model Service Contract

SERVICE CONTRACT ECHA/2011/140

The European Chemicals Agency (hereinafter referred to as "the Agency"), which is represented for the purposes of the signature of this Contract by Mr Jack de Bruijn, Director of Risk Management,

of the one part,

and

[official name in full]

[official legal form]²⁰

[statutory registration number]²¹

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"²²), [represented for the purposes of the signature of this contract by [forename, surname 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/2011/140)

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

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 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.7 should he dispute any such instruction.

²⁰ Delete if contractor is a natural person or a body governed by public law.

²¹ Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

²² In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Agency for the performance of this contract".

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of the Contract is assessing abatement costs of certain hazardous chemicals *[name of the lot]*.
- I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

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.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** The contract shall enter into force on the date on which it is signed by the last contracting party. *[For Lots 1, 2, 3 and 4, the indicative date for signing the contract is the fourth quarter of 2011, and for Lot 5 the second quarter of 2012. The lots will run for a period of 7 months.]*

ARTICLE I.3 – CONTRACT PRICE

- I.3.1.** The amount to be paid by the Agency for the services in Lot [x] shall be EUR ...(....) covering all tasks executed.
- I.3.2** In addition to the price under I.3.1, costs up to an amount of EUR ... (...) will be reimbursed according Article II.7 of the General Conditions of the Contract.
- I.3.3** The daily subsistence allowance, where applicable, shall be reimbursed at EUR 240.
- I.3.4.** The total amount referred to in the above paragraphs shall be fixed and not subject to revision for the entire period of duration of the Contract.

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES²³

- I.4.1** Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Within thirty days of the date on which the admissible request for payment is received, the Agency shall make the payment corresponding to the relevant invoices.

The request for payment per Lot shall be admissible if accompanied by:

- the final deliverables in accordance with the instructions laid down in Annex I
- the relevant invoices indicating the reference number of the Contract

²³ The insertion of pre-financing and interim payment clauses is optional but there must always be provision for payment of the balance.

provided the deliverables have been approved by the Agency.

The Agency shall have 30 (thirty) days from receipt to approve or reject the report, and the Contractor shall have 15 (fifteen) days in which to submit additional information or a new report.

Within 30 (thirty) days of the date on which the report is approved by the Agency, payment corresponding to the relevant invoice per Lot shall be made.

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euro²⁴, identified²⁵ as follows:

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[IBAN²⁶ code: [complete]]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. 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 addresses²⁷:

The Agency:

European Chemicals Agency (ECHA)
[Directorate [complete]]
[Unit [complete]]
[Postcode and city]

Contractor:

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

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1. The Contract shall be governed by Union law, complemented, where necessary, by the Finnish law.

I.7.2. Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Helsinki.

²⁴ Or local currency where the receiving country does not allow transactions in EUR.

²⁵ By a document issued or certified by the bank.

²⁶ BIC or SWIFT code for countries with no IBAN code.

²⁷ Fax number and e-mail accounts may be added. If an e-mail account is given, incoming e-mails should be redirected if the account holder is absent and a clause should be added specifying what is considered to be the reference date of the electronic communication (date of sending, receiving or opening).

ARTICLE I.8 – 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.9 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 3 months formal prior notice. Should the Agency terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. 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.

ARTICLE I.9a – 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.4 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 Agency, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

ARTICLE II.9 – CONFIDENTIALITY

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

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

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 Agency. 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 months²⁸ 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.

²⁸ This period can be modified in the Special Conditions depending on the nature of the contract.

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%²⁹ 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.

²⁹ The daily rate for liquidated damages may be modified in the Special Conditions where the subject of the contract so justifies.

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]

Done at [Helsinki], [date]

In duplicate in English.

ANNEX I
TENDER SPECIFICATIONS

ANNEX II
CONTRACTOR'S OFFER

4.3 PROCUREMENT DOCUMENTATION

4.3.1. Eligibility documentation

Identification of the Tenderer

(to be completed by the tenderer)

LEGAL ENTITIES

PRIVATE COMPANIES

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

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

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

DATE AND SIGNATURE

LEGAL ENTITIES

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

INDIVIDUAL

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

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

DATE AND SIGNATURE

LEGAL ENTITIES

PUBLIC ENTITIES

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

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

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

Model financial identification form

(to be completed by the tenderer and his or her financial institution)

The tenderer's attention is drawn to the fact that this document is a model, and a specific form for each Member State is available at the following Internet address:
http://ec.europa.eu/budget/execution/ftiers_en.htm

SIGNALETIQUE FINANCIER

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

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

REMARQUES:

CACHET de la BANQUE + SIGNATURE du REPRESENTANT
DE LA BANQUE (Les deux obligatoires)

DATE + SIGNATURE DU TITULAIRE DU COMPTE :
(Obligatoire)

SUBCONTRACTOR / LETTER OF INTENT

Invitation to tender: ECHA/2011/140

The undersigned:

Name of the company/organisation:

Address:

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

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

Full name	Date	Signature
.....		
.....		

POWER OF ATTORNEY

POWER OF ATTORNEY – MODEL 1

Agreement / Power of Attorney

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

We the undersigned:

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

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

(1) In case the European Chemicals Agency awards Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(2) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the Agency for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(3) To this effect, the Group Members designate Company X as **Group Leader**.
[N.B.: The Group Leader has to be one of the Group Members]

(4) Payments by the Agency related to the Supplies or the Services shall be made through the Group Leader's bank account .*[Provide details on bank, address, account number, etc.]*.

(5) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

- (a) The Group Leader shall sign any contractual documents—including the Contract, and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Leader shall act as single point of contact for the Agency in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the Agency, and shall see to a proper administration of the Contract.

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

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

Signed in on

Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company

POWER OF ATTORNEY – MODEL 2

Agreement / Power of Attorney

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

We the undersigned:

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

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

(1) In case the European Chemicals Agency awards Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(2) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the Agency for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(3) To this effect, the Group Members have set up under the laws of the Group (« **the Group** »). The Group has the legal form of a [*Provide details on registration of the Group: VAT Number, Trade Register, etc.*].

(4) Payments by the Agency related to the Supplies or the Services shall be made through the Group's bank account. [*Provide details on bank, address, account number, etc.*].

(5) The Group Members appoint Mr/Ms as **Group Manager**.

(6) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

- (a) The Group Manager shall sign any contractual documents—including the Contract, and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Manager shall act as single point of contact for the Agency in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the Agency, and shall see to a proper administration of the Contract.

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

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

Signed in on

Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company

4.3.2 Exclusion criteria documentation

Exclusion Criteria Form

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

- in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator³⁰*)
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

³⁰ To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).

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

In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.
- k) that the information provided to the Agency within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above³¹.

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

³¹ Mandatory for contracts of value above €133 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

4.3.3. Selection criteria documentation

Financial and Economic Capacity Overview Form

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

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

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

PROJECT REFERENCE FORM

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

The Project Reference Form consists of two pages:

- Front page
- Description page

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

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

Project Reference Form per Lot (page 1 of 2)

Project reference n° _____

Project reference front page

Project name:

Start date (mm/yy):

Finish date (mm/yy):

Client name:

Contact person:

Phone:

Project type:

Principal contractor for this project (check the appropriate):

Tenderer

Other

Principal location for this project:

Tenderer premises

Client's premises

Other

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

1.

2.

3.

4.

5.

...


Total:

Methodologies involved:

Project Reference Form per Lot (page 2 of 2)

Project reference n° _____

Project description page

A large, empty rectangular box with a thin black border, intended for the project description. It occupies the majority of the page's vertical space below the header and title.

EUROPEAN CURRICULUM VITAE FORMAT

**EUROPEAN
CURRICULUM
VITAE
FORMAT**



PERSONAL INFORMATION

Name

[SURNAME, other name(s)]

Address

[House number, street name, postcode, city, country]

Telephone

Fax

E-mail

Nationality

Date of birth

[Day, month, year]

WORK EXPERIENCE

- Dates (from – to)
- Name and address of employer
- Type of business or sector
- Occupation or position held
 - Main activities and responsibilities

[Add separate entries for each relevant post occupied, starting with the most recent.]

EDUCATION AND TRAINING

- Dates (from – to)
- Name and type of organisation providing education and training
 - Principal subjects/occupational skills covered
- Title of qualification awarded
 - Level in national classification (if appropriate)

[Add separate entries for each relevant course you have completed, starting with the most recent.]

<p>PERSONAL SKILLS AND COMPETENCES <i>Acquired in the course of life and career but not necessarily covered by formal certificates and diplomas.</i></p>	
<p>MOTHER TONGUE</p>	<p>[Specify mother tongue]</p>
<p>OTHER LANGUAGES</p>	<p>[Specify language] [Indicate level: excellent, good, basic.] [Indicate level: excellent, good, basic.] [Indicate level: excellent, good, basic.]</p>
<ul style="list-style-type: none"> • Reading skills • Writing skills • Verbal skills 	
<p>SOCIAL SKILLS AND COMPETENCES <i>Living and working with other people, in multicultural environments, in positions where communication is important and situations where teamwork is essential (for example culture and sports), etc.</i></p>	<p>[Describe these competences and indicate where they were acquired.]</p>
<p>ORGANISATIONAL SKILLS AND COMPETENCES <i>Coordination and administration of people, projects and budgets; at work, in voluntary work (for example culture and sports) and at home, etc.</i></p>	<p>[Describe these competences and indicate where they were acquired.]</p>
<p>TECHNICAL SKILLS AND COMPETENCES <i>With computers, specific kinds of equipment, machinery, etc.</i></p>	<p>[Describe these competences and indicate where they were acquired.]</p>
<p>ARTISTIC SKILLS AND COMPETENCES <i>Music, writing, design, etc.</i></p>	<p>[Describe these competences and indicate where they were acquired.]</p>
<p>OTHER SKILLS AND COMPETENCES <i>Competences not mentioned above.</i></p>	<p>[Describe these competences and indicate where they were acquired.]</p>
<p>DRIVING LICENCE(S)</p>	
<p>ADDITIONAL INFORMATION</p>	<p>[Include here any other information that may be relevant, for example contact persons, references, etc.]</p>
<p>ANNEXES</p>	<p>[List any attached annexes.]</p>

EUROPEAN LEVELS – SELF ASSESSMENT GRID

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

4.3.4. Award criteria documentation

FINANCIAL OFFER FOR LOT *[name of the lot in question]* (in EUR, without VAT)

The financial offer shall be provided **for each lot separately.**

1.Total fees (fixed price excluding reimbursables)	2. Maximum travel expenses (to be reimbursed based on original supporting documents, including receipts and tickets)	3. Allowances (fixed amount per day €240)(*)	TOTAL (1+2+3)

(*) The daily subsistence allowance is deemed to cover all expenses incurred during one day of travel, such as hotel, meals and local transport expenses (e.g. taxis and transport from the airport/station to the hotel) and are reimbursed at a fixed amount of 240 €.

Daily subsistence allowances are calculated according to the length of the trip:

- six hours or less: reimbursement of actual expenses (on production of supporting documents)
- more than six hours but not more than twelve hours: half the daily allowance;
- more than twelve hours, but not more than twenty-four hours: full daily allowance;
- each successive 12-hour period: half the daily allowance

4.3.5 Checklist of documents to be submitted

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

Description	Coordinat or or group leader in joint bid	All partners in joint bid	Single or Main contract or	Sub- contract or
Power of attorney of partners in joint bid indicating the group leader (see Section 4.3.1.)		■		
Letter of intent of subcontractor (see Section 4.3.1.)				■
Legal Entity Form (see Section 4.3.1) Download the form from : http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm	■	■	■	■
Supporting documents for the Legal Entity File Form	■	■	■	
Financial Identification form (see Section 4.3.1) Download the form from: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm	■		■	
Exclusion Criteria form (4.3.2.)	■	■	■	■
Evidence of Economic and financial capacity (see Section 3.1.1.2.1. and Section 4.3.3.)	■	■	■	
Evidence of Technical and professional capacity (see Section 3.1.1.2.1 and Section 4.3.3) Go to the following page to fill in the CV: http://europass.cedefop.europa.eu/europass/previiew.action?locale_id=1	■	■	■	■
Evidence of Technical and professional capacity: project reference form (see Section 3.1.1.2.1 and Section 4.3.3.)	■			

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

Description	Coordinator or single tenderer
Technical Offer (see Section 3.1.1.2.2.)	■
Financial Offer (see Section 3.1.1.2.3. and 4.3.4)	■

5 DESCRIPTION OF LOTS

Lot 1: Phthalates (DEHP/DBP/BBP/DIBP)

Background

Entry 51 of Annex XVII to REACH includes the restrictions on the placing on the market and use of certain phthalates (DEHP, DBP and BBP) in toys and childcare articles. The European Commission requested ECHA to review the available new scientific information for these phthalates and to evaluate whether there is evidence that would justify a re-examination of the existing restrictions (see reference list below). Denmark has submitted an offer to restrict DIBP and to further restrict DEHP, DBP, BBP³².

DEHP, DBP and BBP are also included in the Annex XIV to REACH Regulation (substances subject to authorisation). DIBP is recommended to be included in Annex XIV.

All of these four phthalates are classified as Toxic to reproduction category 1B according to the CLP Regulation (Regulation (EC) No 1272/2008 on the classification, labelling and packaging of substances and mixtures).

Phthalates have applications in a wide range of soft-PVC and non-PVC polymer materials, these being further processed in the production of a range of indoor and outdoor products, both for industrial/professional and consumer uses. In addition to polymer applications phthalates have also been used e.g. in adhesives, sealants (which are often applied to windows and doors for improved insulation), rubber, lacquers, paints and printing inks.

Scope of work

The contractor shall assess the abatement costs of DEHP, DBP, BBP and DIBP in all applications. Abatement costs of these substances shall be assessed separately for substituting them with i) other phthalates and ii) other substances than phthalates.

Reference material

There is recent reference material available on phthalates.

Background data for Annex XV dossier - DEHP, BBP, DBP and DIBP. Linda Høiby, Jakob Maag and Erik Hansen COWI A/S (2011). Available at: <http://www2.mst.dk/udgiv/publications/2011/04/978-87-92708-97-7.pdf>

Abatement cost curves for chemicals of concern: Report on a pilot study – methodology and indicative examples. UK Environment Agency. Not yet published.

In addition, the following can be referred to:

Re-evaluation of the existing restriction on phthalates in toys and childcare articles (DEHP, DBP, BBP) which can be placed in the mouth by children (DINP, DIDP, DNOP)

³² See

http://echa.europa.eu/chem_data/reg_int_tables/reg_int_en.asp?substance_state=submitted&substance_type=Restriction

– Entries 51 and 52 of Annex XVII. Review reports available at: http://echa.europa.eu/reach/restriction/existing_restriction_en.asp

Background documents developed in the context of ECHA's recommendation for the inclusion of substances in Annex XIV and Technical reports on manufacture, import, export, uses, releases and alternatives are available at:

http://echa.europa.eu/chem_data/authorisation_process/annex_xiv_rec/subst_spec_docs_en.asp

Remarks

Denmark has submitted a offer to restrict DIBP and to further restrict DEHP, DBP, BBP. This report contains information that is relevant for assessing the abatement, and the services should build on their assessment. This information can be partly found in the study mentioned above (Background data for Annex XV dossier - DEHP, BBP, DBP and DIBP).

The contractor should consult the relevant persons of the Danish authorities when carrying out the services. The Danish restriction report is foreseen to be made available on the ECHA website in the autumn 2011. The restriction report includes a comprehensive section on different alternatives. It is foreseen that one challenge of the assessment of the abatement costs will be related to characteristics of the good.

Lot 2: Nonylphenol / Nonylphenoethoxylates (NP/NPE)

Background

The use of nonylphenol (NP) and its ethoxylates (NPE) is restricted for a number of uses (REACH Regulation, Annex XVII (46)) and NP is identified as one of the priority substances in the Water Framework Directive. Despite restriction, NP is still released to surface water in considerable amounts, mainly via urban wastewater treatment plants. Sources are industrial spillages of NP and releases of NPE, which is biodegraded to NP.

NPE may be used as a surfactant in processing of textiles. Residues can still be present in textiles, in some cases contents up to 1% w/w have been reported. Subsequent washing of NPE from textiles is assumed to be the source of NP/NPE releases to surface water. Though the use of NPE for textile processing is restricted in the EU, there are some derogations and residues of NPE may be present in EU produced textiles. Furthermore NPE may be present in imported articles. Less hazardous alternatives for NPE as a surfactant are existing.

Though extensive information on hazards, uses and control options is available, more information is needed on NPE in textiles. Also existing information may need to be updated.

Scope of work

The contractor shall assess the abatement costs of NP and NPE in imported and EU-manufactured textiles.

Reference material

Relevant for assessing abatement costs:

RPA, Nonylphenol Risk Reduction Strategy. RPA, Loddon, Norfolk, 1999
Hök, F., Wahlberg, C., Ivarsson, Towels with a dirty past. Naturskyddsforeningen. 2007. (content of nonylphenol in textiles and some cost information)

Prevodnik, A. T-shirts with a murky past. Naturskyddsforeningen. 2008. (content of nonylphenol in textiles)

Other reference material:

Environment Agency (UK) Pollution Reduction Plan for Nonylphenol and 4-(para)Nonylphenol. Plan to Meet the Requirements of the Water Framework Directive. Environment Agency, 2009.

EU Risk Assessment Report. 4-nonylphenol (branched) and nonylphenol. EC JRC, 2002

Reference Document on the Best Available Techniques for the Tanning of Hides and Skins. European Commission. 2003.

Reference Document on the Best Available Techniques for the Textiles Industry European Commission. 2003.

Remarks

Based on very tentative screening of available information by ECHA, in particular following issues should be given emphasis when carrying out the services:

- Updated estimates on NP/NPE volumes in textiles including trend
 - in EU-produced textiles
 - in imported textiles
- Information on alternatives
 - costs of using alternatives
 - differences in the characteristics of the good
 - trends regarding alternatives outside EU
 - identification of uses where no feasible alternatives exist
- Market overview including current applications of NP/NPE (other than in textiles) in and outside the EU and the trend

Lot 3: 1,4-DICHLOROBENZENE (P-DICHLOROBENZENE)

Background

The hazard profile, exposure potential and risks related to use of 1,4-DCB have been reviewed and assessed in an EU Risk Assessment Report (EU RAR, 2004). The EU RAR concluded that the risk of carcinogenicity amongst consumers at home from inhalation exposure to 1,4-dichlorobenzene in moth repellents, fresheners and toilet blocks should be limited by a restriction for their marketing and use for consumers. The socio-economic impacts of a possible restriction on air fresheners and toilet blocks have been recently analysed (RPA, 2010). However the 1,4-DCB is predominantly used as toilet blocks in public toilets. It is foreseen that Commission may request ECHA to prepare an Annex XV restriction report for 1,4-DCB.

Scope of work

The contractor shall assess abatement costs for 1,4-DCB in the following uses:

- as air fresheners and
- as toilet blocks

The use of the substance in domestic and public toilets may need to be assessed separately as the impacts e.g. on labour costs may differ between the application areas. Abatement costs in other uses shall not be assessed.

Reference material

Relevant for assessing abatement costs

Socio-economic evaluation arising from a offer for risk reduction measures related to restriction on 1,4-dichlorobenzene, RPA (2010)

Available at: http://ec.europa.eu/enterprise/sectors/chemicals/files/docs_studies/final-report-1-4-dichlorobenzene_en.pdf

Other reference material

1,4-Dichlorobenzene, EU Risk Assessment Report (2004)

Remarks

The RPA report (2010) identifies several alternatives to 1,4-DCB in toilet blocks and air fresheners. However, the contractor should concentrate on assessing abatement costs of direct alternatives, i.e. alternative substances. For instance replacing 1,4-DCB in toilet blocks with waterless urinals shall not be assessed.

Lot 4: Lead in shots

Background

The environmental toxicity and the risk related to the use of lead in shots are well established in literature. The socio-economic impacts of a possible restriction on lead in shots has been analysed in 2004 (COWI, 2004). Since 2006, 13 out of 27 Member States have implemented a partial or total ban on lead in shots, while in 2009 two more Member States took legislative measures to this end.

The European Commission has committed itself, as one of the contracting parties to the AEWE³³, to phase out the use of lead in shots in wetlands. It is foreseen that the Commission may request ECHA to prepare an Annex XV restriction report restricting the use of lead in shots.

Scope of work

The contractor shall assess the abatement costs of lead in shots. To this end the contractor shall take into account the COWI report and update its relevant parts. With a specific aim to provide:

1. an assessment of current use of lead in shots and the use of lead free alternatives;
2. an assessment of trends in the use of lead in shots and its alternatives.

Reference material

Advantages and drawback of restricting the marketing and use of lead in ammunition, fishing sinkers and candle wicks.
COWI, 2004

Remarks

The COWI report (2004) identifies several alternatives for lead in shots which can be used as a basis for the assessment of abatement costs.

³³ <http://www.unep-aewa.org/>

Lot 5: HBCDD and MDA

Background

The following background information is extracted from the *Background documents developed in the context of ECHA's recommendation for the inclusion of substances in Annex XIV* and from the *Technical reports on manufacture, import, export, uses, releases and alternatives*

HBCDD

HBCDD is presently only produced at one site in the Netherlands. The production volume varies from year to year. In 2006, it was about 6,000 tonnes. The EU-wide consumption of HBCDD in 2007 was 11,000 tonnes, implying net imports to the EU of about 5,000 tonnes. HBCDD is solely used as an additive flame retardant. HBCDD is used in four principal product types: Expanded Polystyrene (EPS), Extruded Polystyrene (XPS), High Impact Polystyrene (HIPS) and Polymer dispersion for textiles.

HBCDD was identified as a Substance of Very High Concern (SVHC) meeting the criteria of a PBT substance and prioritised to the Annex XIV to REACH Regulation (substances subject for authorisation).

MDA

MDA is mainly used as an intermediate, mainly as precursor to methylene diphenyldiisocyanate (MDI) (~98% of the total use). Other intermediate applications include a use as a starting point for the synthesis of 4,4'-methylenebis(cyclohexaneamine) and in the production of high performance polymers. Only identified non-intermediate use of MDA is as a hardener in epoxy resins and adhesives.

MDA was identified as a Substance of Very High Concern (SVHC) as it is classified as Carcinogenic, Category 1B³⁴ and prioritised to the Annex XIV to REACH Regulation (substances subject for authorisation).

Scope of work

The contractor shall assess the abatement costs of MDA and HBCDD in all applications, excluding the use as an intermediate.

Reference material

Background documents developed in the context of ECHA's recommendation for the inclusion of substances in Annex XIV and Technical reports on manufacture, import, export, uses, releases and alternatives are available at:

http://echa.europa.eu/chem_data/authorisation_process/annex_xiv_rec/subst_spec_docs_en.asp

Remarks

It seems that there are only limited non-intermediate use of MDA in the EU anymore. Consequently, the emphasis of the work should be on the abatement costs of HBCDD.

³⁴ According to the CLP Regulation (Regulation (EC) No 1272/2008 on the classification, labelling and packaging of substances and mixtures)

When assessing any alternative for HBCDD attention should be paid to functioning of the alternatives in different applications, i.e. to the characteristics of the good.