

ECHA/2013/306

**Multiple Framework Contract with re-opening of competition for Deposit
Accounts Banking Services for ECHA**

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

Contract notice: OJEU 2013/S 248-431819

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Disclaimer

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

Summary

Contracting authority	The European Chemicals Agency (ECHA) in Helsinki.
Procedure	Call for Tender with publication in the Official Journal of the EU. Open procedure.
Purpose	This call for tenders aims for the signature of a multiple framework contract with re-opening of competition for deposit account banking services.
Lots	This call for tenders is not divided into lots.
Volume (indicative)	<p>The expected remuneration to the Agency under the framework contract is estimated at 500,000 EUR. It should be stressed that framework contracts involve no direct commitment and, in particular, do not constitute orders per se. Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between the European Chemicals Agency and the tenderer during their period of validity.</p> <p>Please be informed that the maximum amount to be invested with any single bank cannot exceed 50% of the Agency's reserves at the time of making a deposit. Furthermore the ceiling for deposits with any single bank is limited to a maximum of 5% of the banks equity capital or 50 million EUR, whichever is the lower.</p>
Contracts	The European Chemicals Agency will sign multiple framework service contracts with the successful tenderers offering best value for money. The Agency intends to establish FWCs with minimum 3 and maximum 5 contractors. A Draft framework contract is attached as Annex II.
Submission of offers	Each tenderer can only submit <u>one</u> offer.
Duration of framework contract	The initial duration of the framework contract shall be 2 years with 2 possible automatic renewals of one year each.
Places of delivery	The place of performance of the services shall be the tenderer's premises.
Variants	Not permitted.
Joint offers	Permitted as announced in the Specifications.
Subcontracting	Permitted as announced in the Specifications.

1 Introduction

1.1 About ECHA

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

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

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

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

BPR aims to harmonise the European market for biocidal products and their active substances while providing a high level of protection for humans, animals and the environment.

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

1.2 Legal framework of ECHA procurement

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

In submitting his tender, the tenderer accepts in full and without restriction the requirements of these Tender Specifications, and the Special and General conditions governing this Contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation may lead to the rejection of the tender. No account can be taken of any reservation expressed in the tender as regards the tender dossier (if necessary, clarification

may be requested by the potential tenderer concerned while the tender submission phase is open – see point 7 of the Invitation to Tender); any reservation may result in the immediate rejection of the tender without further evaluation.

2 The Services Required

2.1 Background

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

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

2.2 Description of the Services

This call for banking services aims at the opening of one or several deposit accounts, from time to time, depending on the funds available to the Agency, with one or more of the successful tenderers. The purpose of this call is to establish a FWC with several banks (between 3 and 5) in which the Agency may make fixed term deposits.

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

When ECHA wishes to invest in fixed term deposits, the Agency will select among the banks with which it has established a FWC, the one offering the highest remuneration. The purpose of establishing a FWC with re-opening of competition is to ensure that the Agency has sufficient diversification of its investments and guarantees that it receives the best possible interest rate each time it may have monies to place on deposit.

Estimated contract volume

The Agency may, from time to time, and based on funds available deposit money for periods of 3, 6 or 12 months. Deposits will be made in line with the Agency's internal guidelines so as to ensure sufficient diversification. Please be informed that the maximum amount to be invested with any single bank cannot exceed 50% of the Agency's reserves at the time of making a deposit. Furthermore the ceiling for deposits with any single bank is limited to a maximum of 5% of the banks equity capital or 50 million EUR, whichever is the lower. The purpose of this is to ensure that the Agency, while safeguarding its money, is using the funds available in a financially prudent manner and is achieving the required diversification of risk.

2.3 General conditions for the provisioning of services

2.3.1 Language

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

2.3.2 Place of performance

The normal place of performance of the services shall be the tenderer's premises.

3 The Contract

3.1 The nature of the contract

The Contracts are multiple framework Service Contracts with reopening of competition.

The contractual relationship between the Agency and the successful tenderers will be governed by a special type of Contract known as a "Framework Contract". It should be stressed that Framework Contracts involve no direct commitment and, in particular, do not constitute orders per se. Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between the Agency and the Contractor during their period of validity. Actual orders will be placed after the Framework Contract is signed and in force, through Specific Contracts (Deposit orders) concluded in implementation of the Framework Contract. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. Signature of the Framework Contract does not place the Agency under any obligation to place an order.

The Agency intends to establish Framework Contracts with a minimum of three and a maximum of five contractors and will re-open competition each time the Agency wishes to deposit monies. If contractors reach the limitations referred to in 2.2 above they will not be invited for further competition until such a time as the amount of money invested with them falls below this limitation.

There will be reopening of competition for each Specific Contract, which will take the form of an "Deposit order" (see annex).

3.2 Starting date of the contract, duration and terms of payment

The Contract shall enter into force on the date on which it is signed by the last contracting party. The indicative intended date for the signature of the Framework Contract is Q1 of 2014.

The initial duration of the contract shall be for a period of 2 years, to be automatically renewed twice for 1 year up to a maximum duration of 4 years.

The execution may not start before the first Deposit order form has been signed.

The terms of payment have been fixed in the Conditions of the execution of the contract (See Annex 5.2).

3.3 Liability

3.3.1 Joint Offers

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

Statements saying, for instance:

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

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

3.3.2 Subcontracting

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

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

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

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

3.4 Data Protection

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

3.5 Implementation of the contract

The Contract shall be implemented through specific orders, for the deposit of a certain amount for a certain fixed period.

Launching of a Service Request for a Deposit Order

The Agency draws up the tender documents, consisting of request for offer and the model contract (Deposit order). In the request for offer, the Agency indicates the modalities of the re-opening of competition, such as the final date of submission of offers.

The Agency sends the tender documents to all framework contractors simultaneously by e-mail. The framework contractors must acknowledge receipt of the request for offer. In case a contractor has reached the limitations mentioned under 2.2, they will be informed of a launched service request without having the possibility of making an offer themselves.

Preparation and submission of a tender for a Deposit Order

The Framework contractor's tender in response to the service request for the Deposit order must contain a financial proposal indicating:

- the interest rate they are willing to pay for the amount invested, for the given period, which must be at least the minimum interest rates fixed in the FWC and,
- where applicable any costs associated with the deposit, which do not exceed the maximum costs fixed in the FWC.

Before the final date for the submission of tenders, contact may be made on the tenderers' initiative, in exceptional circumstances, in order (and only for this reason) to obtain additional information aimed at clarifying the nature of the contract. Such requests for further information may be made only in writing with the subject indication, « ECHA/2013/306/SR [...]» to the following e mail address: procurement@echa.europa.eu (or any other e-mail address mentioned in the service request). The Agency is not bound to reply to requests for additional information made less than two 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 sent by e-mail simultaneously to all framework contractors.

Before the final date for the receipt of tenders, contact may in exceptional circumstances be made on the Agency's initiative, 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.

The final date for submission of bids will be at least 2 working days after the date of dispatch of the service request.

Tenderers must send their offer by email to the address: procurement@echa.europa.eu (or any other e-mail address mentioned in the service request).

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

Opening and evaluation of a tender for a Deposit order

The opening of the tenders will not be public.

The award of the Deposit orders shall be done under the automatic award procedure. The tenders will be evaluated on the basis of their financial offer (interest rate less costs). Please refer to Section 4.4.

Award of a Deposit order

The Agency will inform tenderers of decisions reached concerning the award of the Deposit order, 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 relative advantages of the successful tender, their financial offer and 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 Deposit order signed by the parties.

Roadmaps for specific deposits

Step 1: Need identification

<i>What</i>	The need for a deposit is identified by the Agency. The Agency prepares the request for offer. The request for offer specifies: - "The date, by which the Contractors must present their offer (referred to as the "Offer date"), which will be at least 2 working days as from the Request Date (service request dispatch); - the modalities regarding the submission of the offer: electronic submission to the FMB.
<i>Parties involved</i>	The Agency
<i>Result</i>	<ul style="list-style-type: none"> • Request for offer • "Offer date" is fixed

Step 2: Service Request Dispatch



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

Step 3: Presentation of the Offer



<i>What</i>	<p>The Contractors submit an offer in compliance with the FWC by the "Offer date", according to the modalities mentioned in the service request (electronic submission).</p> <p>If the Agency does not receive the offer from a Contractor by the "Offer date", the Agency will consider this as not respecting the requirements.</p>
<i>Parties involved</i>	<ul style="list-style-type: none"> • Contractors • The Agency
<i>Result</i>	Offers presented.

Step 4: Evaluation of the Offers



<i>What</i>	After the "Offer date" the Agency will evaluate the received offers.
<i>Parties involved</i>	<ul style="list-style-type: none"> • Contractors • The Agency
<i>Result</i>	The Agency selects the winning offer and informs the Contractors who have submitted an offer.

Step 5: Establishment of the Deposit order



<i>What</i>	The Deposit order is established based on the accepted offer. This will include details regarding the deposit: the start date, the duration and net remuneration.
<i>Parties involved</i>	<ul style="list-style-type: none"> • Contractors • The Agency
<i>Result</i>	Deposit order is signed.

Step 6: Execution of the Deposit order



<i>What</i>	The Contractor executes the Deposit order in line with the requirements set out in the "Conditions for the Execution of the Contract".
<i>Parties involved</i>	<ul style="list-style-type: none"> • Contractor • The Agency
<i>Result</i>	The Deposit order is implemented and the funds (including net remuneration) are returned immediately to the Agency on expiry of the Deposit.

3.6 Intellectual Property Rights

Any deliverable, information asset, software asset, etc. created or used within the realm of this Framework Contract, which is not specifically licensed by the tenderer or purchased/licensed from a third party, shall be the intellectual property of ECHA, even when stored on the tenderer's premises. At the end of the Framework Contract, the tenderer shall hand over to the Agency all such assets in line with the respective transition procedure as laid down in Annex 5.1.1 – Technical Specifications, and at no additional cost for the Agency.

3.7 Amendments to the Framework Contract

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

contract amendment signed by both parties before it becomes effective. The Framework Contract amendments are an integral part of the original Framework Contract.

4 The procurement procedure

4.1 Preparation of the tender

4.1.1 General

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

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

Tenders must include the following information:

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

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

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

4.1.2 Content of the tender

Tenders must be presented in two sections:

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

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

4.1.2.1 Section One: Administrative proposal

Eligibility documentation

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

¹ See section 4.1.2.1

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.

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

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

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

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

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

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

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

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

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

In case of tenderers submitting a joint offer, the tenderers are asked to fill in and duly sign one of the attached **powers of attorney**³, depending on the set up that has been chosen by the tenderers.

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

² This form is available at:

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

³ Section 5.1.1

- o a **document**⁴ clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- o a **letter of intent**⁵ by each proposed subcontractor(s) 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 in these Tender Specifications and in the draft Framework Contract attached (in particular article II.18 of the Framework contract).

Exclusion criteria documentation

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

- o state whether or not they are in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the form;
- o undertake to submit to the Agency any additional document relating to the exclusion criteria, that the Agency considers necessary to perform its checks, within seven calendar days following the receipt of the Agency's request.

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

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

Administrative or financial penalties may be imposed by the Agency on tenderers who are in one of the cases of exclusion provided for in Articles 106 and 107 of the Financial Regulation after they have been given the opportunity to present their observations.

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

Selection criteria documentation

General

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

⁴ To be provided in free format

⁵ See Section 5.1.2

⁶ See Section 5.1.3

selection criteria shall be assessed in the second stage of the evaluation of the tenders⁷.

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

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

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

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

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

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

4.1.2.2 Section Two: Technical and financial proposal

Qualitative award criteria documentation

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

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

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score.

⁷ See Section 4.4

Financial award criteria documentation

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

The tenderers attention is drawn to the following points:

-
- ~~prices must be expressed in euros;~~
 - spread must be expressed in basis points.
 - The deposit accounts to be opened will be denominated in **EUR**.
 - prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to the Agency by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderers responsibility to contact his national authorities to clarify the way in which the European Community is exempt from VAT;
 - The maximum charges (if applicable) will remain unchanged for the whole duration of the contract and will not be subject to revision.
 - The spread offered on Deposits is the minimum guaranteed by the contractor⁸.
 - In the interest of clear accounting, the receipts and expenditure charged by the selected bank(s) must not incorporate any form of compensation/offsetting between them.

4.1.2.3 Form of the tender

The tender must be submitted under double sealed cover.

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

The inner envelope should be addressed to the Financial Unit R1 and marked "*Invitation to tender* No ECHA/2013/306" and "*Not to be opened by the internal mail service*". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape. The inner envelope must also contain two sealed envelopes, one containing the administrative proposal, the second the technical and financial bid. Each of these envelopes must clearly indicate the content. The administrative proposal and the technical and financial bid must be submitted, in duplicate (one set of originals and one set of copies) and a third set in electronic format (on CD ROM).

⁸ For each Deposit order the contractor offers his best interest rate spread but this must be at least the minimum fixed in the FWC.

4.1.3 Submission of the tender

4.1.3.1 General terms and conditions for submission

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

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

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

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

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

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

Variants are not allowed.

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

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

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

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

4.1.3.2 Requirements for submission

Tenders may be:

- a) either sent by registered mail, posted no later than 03/02/2014, (date as postmark); to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2013/306
Finance Unit R1
PO Box 400
Annankatu 18
00121 Helsinki
Finland*

b) or sent by courier services, no later than 03/02/2014 (date of deposit slip), to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2013/306*

*Finance Unit R1
Annankatu 18
00120 Helsinki
Finland*

c) or delivered by hand, in person or by an authorised representative no later than 17:00 hours, Helsinki time, on 03/02/2014, (date of acknowledgement of receipt by the Agency) to the address mentioned above.

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

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

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

4.2 Contact between the tenderer and the Agency

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

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

Such requests for further information may be made only in writing with the subject indication, « ECHA/2013/306 » to the following e-mail address:

procurement@echa.europa.eu

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

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

<http://echa.europa.eu/web/guest/about-us/procurement>

All tenderers are advised to take note of the fact that no additional information will be sent (neither by post nor by e-mail) regarding new information that has

become available. Therefore, all tenderers are kindly requested to visit the above-mentioned website frequently prior to submitting bids.

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

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

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

4.3 Opening of the tenders

Tenders will be opened at 10:00 on 07/02/2014 at the following location:

<i>Office address: European Chemicals Agency (ECHA) Annankatu 18 00120 Helsinki Finland</i>

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

4.4 Evaluation of the tenders

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

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

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

The aim of each of these stages is:

1. to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;

2. to check, in the second stage (selection criteria), the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage;
3. to evaluate on the basis of the award criteria the technical and financial tenders and establish a ranking list, by order of merit, of all tenders having passed the exclusion and selection stages, as well as the quality thresholds set for the evaluation of the award criteria.

4.4.1 Stage 1 – application of exclusion criteria

In accordance with Articles 106 and 107 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the exclusion criteria form⁹.

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

4.4.2 Stage 2 - application of selection criteria

The selection criteria relate to the economic and financial capacity (Criteria 1 and 2) and the technical and professional capacity (Criteria 3 and 4) of the service provider involved in the bid. The selection criteria, and the evidence on basis of which they will be assessed are the following¹⁰.

1. Financial and Economic capacity

Selection Criterion 1:

Tenderers must have sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract and have at least 1,000,000,000 EUR of equity capital.

Evidence required:

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

- 1. A copy of the most recent audited accounts that cover the previous two financial years.*
- 2. Evidence of professional risk indemnity insurance.*

⁹ See Section 4.1.2.1 and 5.1.3

¹⁰ See Section 4.4

Selection Criterion 2:

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

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

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

Evidence required:

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

2. Technical and professional capacity

Selection Criterion 3:

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

Evidence required:

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

Selection Criterion 4:

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

Evidence required:

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

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

4.4.3 Stage 3 - application of award criteria

The FWC shall be awarded under the best value for money procedure to the five most economically beneficial tenderers.

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

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

The contracts will be awarded to tenderers (minimum 3 and maximum 5) which submit the tenders offering the best value for money based on the total value of points allocated to each of them, according to the following formula:

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

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

(A) Qualitative Proposal (max 10 points)

The quality of the service accounts for 10 points and is assessed on the basis of the following:

No.	Qualitative award criteria	Weighting (maximum points)
1.	Quality of the proposed "Help-desk Services" in light of technical expertise, contact and query response times.	10

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

(B) Quantitative Part (max. 90 points)

After comparison of the financial offer of the various tenders, the tenderer which offers the highest remuneration (net of banking costs), by deposit term, shall obtain the maximum score of 30 points, with the other tenderers scoring proportionately according to the formula below. Each deposit term has been allocated an equal score and the total points being awarded under the Quantitative section is 90 points (3 terms of Deposit X 30 points).

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

Example : Based on a 3 month Deposit order (1/3 of overall marks)

[Net Income offered by the Tendering Bank/Highest total Income] * 30points

BANKS	Net Income Deposit account	Scoring (Deposit account)	Total
<i>B1</i>	500	$30 \times (500/500) =$	30
<i>B2</i>	400	$30 \times (400/500) =$	24
<i>B3</i>	375	$30 \times (375/500) =$	23
<i>B4</i>	330	$30 \times (330/500) =$	20
<i>B5</i>	300	$30 \times (300/500) =$	18

The Scenario for evaluation is based on a Deposit of 10,000,000 EUR for each of the three periods referred to in Annex 5.3. Each of the periods of deposit has a similar weighting in the overall score calculation.

Tenderers offering a negative spread, within any of the Deposit categories, will be excluded from the rest of the assessment procedure.

(C) Final Score:

Each tendering bank will receive a final score (100 points) which will be the sum of the points obtained in both the qualitative part (max 10) and the quantitative part (max 90). The contracts will be awarded to the most economically advantageous tenders.

Please complete all sections of Annex 5.3

Award of the Deposit orders

When tendering for a Deposit order, the contractors shall compete in compliance with the minimum interest rates and the maximum costs offered in their tender for the FWC.

For every specific deposit to be awarded, the Agency shall request an offer as described above (see roadmap – Section 3.5).

The award of the Deposit orders shall be done under the automatic award procedure. The Deposit order will be awarded to the tenderer who offers the best financial offer, namely best net remuneration (interest less costs).

4.5 Award of the Framework 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 framework contract with the successful tenderers until a standstill period of 10 calendar days has elapsed, running from the day after the simultaneous dispatch of the notification letters to the tenderers informing them of the award decision.

During the standstill period, the Agency will request the tenderers proposed for award to provide the evidence on exclusion criteria defined in Articles 106 and 107 of the Financial Regulation. If this evidence was not provided or proved to be unsatisfactory, the Agency reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

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

- 1 The Agency shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 106(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
- 2 The Agency shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 106(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State.

- 3 Where the document or certificate referred to in paragraph 1 and 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 106 of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

- 4 Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, and 3 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer or tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever the Agency requests it.
- 5 Where they have doubts as to whether tenderers are in one of the situations of exclusion, the Agency may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
- 6 The Agency may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Agency in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Agency services to check this evidence.

5 Annexes

5.1 Administrative documentation

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

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

Annex 5.1.1

Power of Attorney

POWER OF ATTORNEY – MODEL 1

Agreement / Power of Attorney

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

We the undersigned:

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

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

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

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

- (a) Shall be jointly and severally liable towards the Agency for the performance of the Contract.

- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

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

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

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

- (a) The Group Leader shall sign any contractual documents—including the Contract, and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.

- (b) The Group Leader shall act as single point of contact for the Agency in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the Agency, and shall see to a proper administration of the Contract.

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

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

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

POWER OF ATTORNEY – MODEL 2

Agreement / Power of Attorney

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

We the undersigned:

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

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

- (1) In case the European Chemicals Agency awards Contract (« the Contract ») to Company 1, Company 2, ..., Company N (« the Group Members »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« the Supplies and/or the Services »).
- (2) As co-signatories of the Contract, all the Group Members:
 - (a) Shall be jointly and severally liable towards the Agency for the performance of the Contract.
 - (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

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

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

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

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

(a) The Group Manager shall sign any contractual documents—including the Contract, and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.

(b) The Group Manager shall act as single point of contact for the Agency in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the Agency, and shall see to a proper administration of the Contract.

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

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the Agency in connection with the Supplies and/or the Services to be provided under the Contract have ceased

to exist. The parties cannot terminate it before that date without the Agency's consent.

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

Annex 5.1.2

Subcontractor / Letter of Intent
Open Procedure No. ECHA/2013/306 for the "Insert title"

The undersigned:

.....

Name of the company/organisation:

.....

Address:

.....

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

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

Full name

Date

Signature

Annex 5.1.3

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

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

[Choose options for parts in grey between square brackets]

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

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

or

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

full official name:

official legal form:

full official address:

VAT registration number:

- declares that [the above-mentioned legal person][he][she] is not in one of the following situations:
- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
 - c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
 - d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
 - e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation,

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

- f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.
- declares that the natural persons with power of representation, decision-making or control¹¹ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;
 - declares that [the above-mentioned legal person][he][she]:
- g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
- h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
- j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties¹² if any of the declarations or information provided prove to be false.

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

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural

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

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

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.

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

Full name

Date

Signature

Annex 5.1.4

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

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

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

5.2 Conditions for the execution of the contract

CONDITIONS FOR EXECUTION OF THE CONTRACT

Tenderer

Name:
Address:

Person to be contacted:
Tel.:
Fax:
e-mail:

(To be completed)

CONDITIONS FOR EXECUTION OF THE CONTRACT

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

CONDITION N° 1.

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

CONDITION N° 2.

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

- any charges invoiced will be fixed and not depend on the size of the transaction (if applicable),
- your bank undertakes to ensure that the value date for the Agency is the date when the funds are received, provided the respective order has been received by your bank before its cut-off time.

CONDITION N° 3.

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

- remunerate all balances on the date of expiry of the Deposit order.
- apply the appropriate rate of interest from the first day of entry into force of the Deposit order,
- maintain a constant spread throughout the duration of the Deposit order,
- use the formula specified in Annex 5.3 to determine the amount of the remuneration.

CONDITION N° 4.

a) Remuneration of the account:

Your bank undertakes to credit in one go on the expiration of the deposit agreement, both the interest and principal, to a bank account as stipulated by the Agency.

b) Deposit Account statement:

An interest statement is produced by your bank at the expiration of each Deposit agreement, or on special request from ECHA.

Your bank will send to ECHA such a statement, indicating:

- The interest rate applicable (basic rate and spread).
- The total amount of interest for the duration of the investment.
- Confirmation of return of original investment and of the closing of the Agreement.

The calculation of interest is based on 360 days/year and is applied from the first day of deposit.

CONDITION N° 5.

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

**EUROPEAN CHEMICALS AGENCY
The Accounting Officer (R1 Finance)
Annankatu 18
P.O. Box 400
FIN – 00121 HELSINKI FINLAND**

CONDITION N° 6.

Finally, your bank must undertake not to invoice any charges and commissions other than those specified in the Deposit order. Charges and commissions indicated on Deposit orders must not exceed those mentioned in the Framework contract.

SIGNATURE OF THE BANK'S REPRESENTATIVE(S) FOR THE ACCEPTANCE OF THE CONDITIONS N° 1-6.

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

5.3 Documentation regarding award criteria for FWC

Award Criteria Form

A. Qualitative Proposal

Please mark the appropriate boxes:

(AW 1) Proposed Helpdesk Services for the Agency (max 10 points)

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

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

Please describe in detail your proposed Helpdesk services:

B. Quantitative Proposal

The income of the Deposit account is calculated on the basis of the expected gross remuneration on the amount invested less the costs (if applicable).

The bank which offers the highest total income less costs on Deposit accounts will obtain the maximum score of 30 points, per each term duration of deposit (Total points = 90). A proportional score will be obtained by each of the other banks, on the basis of the net income (after charges) resulting from their respective offers, according to the formula below:

$$\text{Remuneration} = (C \times ((\text{EURIBOR}^* + \text{Spread})/100) \times N/360) - \text{Costs}$$

Where:

C = Capital Invested (Deposited)

EURIBOR = EURIBOR for the relevant period at the date of investment (deposit) confirmation Margin taken or offered by your bank.

Spread = To be specified in the below case.

N = Actual number of days of the investment (deposit)

Costs = refer to charges as indicated below

Please complete the table below

- In column C please enter the costs charged to the Agency for a single deposit of durations as indicated in Column A
- In Column D please indicate the Spread (in excess of Euribor) offered by the bank for a single deposit of duration as indicated in Column A
- In Column E please indicate the net remuneration after charges to be paid in excess of the Euribor rate for each duration as indicated in Column A

Deposit Period		Maximum Costs (Charges and commissions)	Spread (only + applicable)	Net remuneration after charges	Points (maximum)
(A)	(B)	(C)	(D)	(E)	
3 months	10,000,000.00				30
6 months	10,000,000.00				30
12 months	10,000,000.00				30

The best offer to receive the maximum points will be the one resulting in the highest net income after costs (charges and commissions) under each of the Deposit terms. This calculation should be performed separately for each of the deposit periods.

Tenders offering a negative spread will be excluded from the rest of the assessment procedure.

Charges applicable to Deposit Accounts:

Where charges and commissions are applied for operating Deposit accounts, such as transactional charges, maintaining the deposit account etc please provide full details of same (please also Note Condition No 5 and 6 of Annex 5.2.):

Please list all other charges and commissions in addition to the specific charges identified above. The tenderer should also take into account Condition No.5 when listing other charges.

5.4 Checklist of documents to be submitted

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

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

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

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