



EUROPEAN COMMISSION
DIRECTORATE-GENERAL
ECONOMIC AND FINANCIAL AFFAIRS
Resources
External Communication

OPEN INVITATION TO TENDER No 2006/ECFIN/R4/01 OJ 2006/S-78-081341 of 22/04/2006

**Title: Invitation to tender for the supply of
promotional material**

TENDER SPECIFICATIONS

This specification follows the publication of:

- the prior information notice in OJ 2005/S-211-207317 of 3 November 2005**
- the contract notice in OJ 2006/S-78-081341 of 22 April 2006**

Part 1: Technical description
Part 2: Administrative details
Part 3: Evaluation procedure and contract award
Part 4: Draft framework supply contract

Annex 1: Financial proposal
Annex 2: Financial identification form
Annex 3: Legal entity form
Annex 4: Declaration of the candidate's eligibility
Annex 5: Letter of submission of tender

PART I: TECHNICAL DESCRIPTION

1. NATURE OF THE CONTRACT

The European Commission ("the contracting authority") intends to conclude multiple framework contracts for the supply of promotional material. The reasons which led to the choice of multiple framework contracts are as follows.

- Some of the tasks may have to be performed simultaneously, depending on the information and communication activities organised by the European Commission either centrally or in partnership with the Member States.
- Product prices, particularly for raw materials, may be subject to fluctuation that is hard to predict.
- The precise timing and volume of the tasks to be performed under the contracts resulting from this invitation to tender cannot be determined in advance as these will depend on the specific requirements of the information and communication activities organised either centrally by the European Commission or in partnership with the Member States.

These multiple framework contracts will, however, be binding on all the parties with regard to the basic terms and conditions governing the tasks to be performed, as well as the nature of these tasks and the duration of the contracts.

As these are multiple framework contracts following the invitation to tender, three contractors will be selected on completion of the evaluation procedure (provided there is a sufficient number of tenderers satisfying the selection criteria and/or a sufficient number of eligible tenders satisfying the award criteria) and framework contracts signed with them. These three contracts will be awarded to the tenderers who at the end of the evaluation procedure and the contract award procedure, as described in Part 3 of this specification, are found to have offered the best value for money (i.e. best quality/price ratio).

When the time comes to award the specific contracts, i.e. when the competitive phase of the tendering procedure is reopened, the Commission will write to the three contractors capable of performing the contract informing them of the specific terms of reference and fixing a time limit sufficiently long to allow tenders to be submitted. The European Commission will then evaluate the offers and select the tender offering the best value for money (best originality/price ratio), price will be a much more decisive factor in evaluating specific contracts.

2. BACKGROUND

In accordance with the provisions of the Treaty on European Union (EU), the Directorate-General for Economic and Financial Affairs (DG ECFIN) of the European Commission has specific tasks in the area of economic policy coordination and Economic and Monetary Union.

Ensuring the proper functioning of Economic and Monetary Union (EMU) is a key task for the DG. Activities include economic surveillance, monitoring of budgetary policies, economic policy coordination and forecasting, integration of EU capital markets, economic relations with third countries and financing operations for the Community budget.

The Directorate-General for Economic and Financial Affairs conducts information and communication activities on EU economic policy decisions and their consequences as part of the European Commission's information and communication strategy, which is intended to increase EU citizens' understanding of Community policies and issues.

The DG is also in charge of implementing the Prince euro programme, an information programme for European citizens which funds priority information campaigns on EMU, the euro and economic policy¹.

This programme is intended to be an efficient means of communication and dialogue between the general public and the Community institutions. It operates on the basis of close cooperation with the authorities of the Member States, and thus takes account of specific regional and national characteristics.

It comprises:

- partnerships with the Member States (strategic partnerships or co-financing) for their information campaigns in this field,
- information campaigns in Member States and third countries,
- development of information instruments (conferences, publications, exhibitions, audiovisual products etc.).

Inasmuch as it ties in with the various information and communication activities, this invitation to tender concerns the three areas of activity: partnerships with the Member States, information activities in the Member States and third countries, and the development of information instruments and other communication activities for Community policies.

3. OBJECTIVES

The supplies requested by the Commission should enable it not just to improve the coordination of information and communication activities in the fields of EMU, the euro and economic policy, but also to further develop its information and communication policy in these areas. Ultimately, the aim is to raise awareness of the rules and policies underpinning Economic and Monetary Union.

The promotional products described in this invitation to tender will need to be both attractive and practical if they are to contribute to informing citizens about Commission policy. For example, they will promote the euro and EMU by increasing familiarity with the symbol of the single currency (the euro), the logo and/or Internet address of the Directorate-General for

¹ Communication from the Commission to the Council, the European Parliament, the European Economic and Social Committee and the Committee of the Regions on the implementation of an information and communication strategy on the euro and Economic and Monetary Union (COM (2004) 552 final).

Economic and Financial Affairs¹, the logo of the Prince euro programme, illustrations or graphics relating to the euro and EMU, slogans or messages adapted for the various Member States in their national language(s) or minority languages, or any other information that the European Commission judges useful and appropriate. The aim is to make the activities and objectives of the Commission, and in particular the Directorate-General for Economic and Financial Affairs, better known to the general public as well as to more targeted groups.

These promotional products are aimed mainly at EU citizens and will be distributed in the course of information and communication activities organised either by the European Commission or by Member States with which the European Commission has signed partnership agreements within the framework of its information and communication strategy. Consequently, the contractor will have to create, print, engrave or embroider information in all the official languages of the European Union, as well as in minority languages. Translations will be provided by the European Commission.

The promotional products and the work to be carried out by the contractor are described at 4.1.f) below.

4. DESCRIPTION OF TASKS

Tasks to be performed by the contractor

a) Value

The maximum value of the orders over four years is EUR 4 500 000.

b) Subject of the contract

The aim is to supply the Commission with promotional products enabling it to provide the general public or target groups with information on Commission policy, particularly under the Prince euro programme.

The subject of the contract is the design, creation, production and delivery of promotional products incorporating for example one or more of the following:

- the euro symbol
- the European flag
- the logo and/or web address of the Directorate-General for Economic and Financial Affairs
- the logo of the Prince euro programme

¹ The current web address of the Directorate-General for Economic and Financial Affairs is: http://europa.eu.int/comm/economy_finance/index_en.htm. If it changes, the Directorate-General for Economic and Financial Affairs will inform the contractors.

- illustrations or graphics (with or without text) on the euro and EMU
- any other information that the Directorate-General for Economic and Financial Affairs judges useful and appropriate within the framework of its information and communication strategy, particularly in response to requests by Member States with which it has signed partnership agreements. In the case of texts or illustrations in the official EU languages, and minority languages, the contractor must have the technical capacity to create, print, engrave and embroider the various characters used in these languages.
- any other information that the European Commission judges useful and appropriate.

The basic information and graphics that are to appear on the products (logo, logotype, illustrations, etc.) will be provided by the European Commission in good time. The European Commission will also provide translations of the texts into the various languages.

Given that this information is mainly aimed at EU citizens, the target populations can vary greatly, not only in terms of language and culture, but also by virtue of different groupings that make up civil society. Consequently, the contractor may be required to create graphics from this basic information so that they are adapted to the various target populations and therefore of greater appeal to them¹.

These information products must be visually pleasing as well as being practical, so that they are eye-catching for the target population and thus better able to convey the desired information. The promotional products are divided into three separate categories according to target population and hence quantity in which they have to be produced and supplied: Category A (mass distribution), Category B (limited distribution) and Category C (small-scale distribution).

When the time comes to award the specific contracts, the European Commission will provide the specific terms of reference together with all the necessary details concerning the type of product, quantity, target group, delivery address, etc.

c) Details to be provided concerning product quality

The tenderer must provide the following details²:

- i. **Concept:** The tenderer must describe how he arrived at his finished product. The concept of promotional products aimed at the general public, a restricted group or a group of VIPs whose aesthetic and practical qualities are designed to enhance dissemination of information on Commission policies such as the euro/EMU requires careful thought leading to concrete conclusions. It is the different stages in the development of the concept that must be described.
- ii. **Design, originality and diversity in the choice of products:** The tenderer must highlight his creativity with particular reference to the description of the finished

¹ The following are examples of potential target populations: children, young people, consumers, businesses, the elderly, the disabled, etc.

² These details correspond to the award criteria to be used for the qualitative evaluation of the offer listed in Part 3, point 3.1.

products, thereby making it possible to assess the design and originality of the products.

iii. **Graphics based on the information provided:** The tenderer must highlight the creativity of his graphics which are based on the information provided by the Commission, presenting four different proposals for each of the following:

- the euro symbol;
- the map of the euro area integrated into that of the European Union;
- the web address of the Directorate-General for Economic and Financial Affairs.

Even if they are intended for the general public, the promotional products may be distributed to different target populations, for example, children, the elderly, businesses or consumers¹.

The different graphics proposed for the same item will make it possible to assess the design and originality of each proposal.

iv. **Product quality:** The tenderer must highlight the quality and usefulness of the products.

v. **Social and environmental criteria:** Description of the technical characteristics of the finished products and of the various production stages: manufacturing deadlines, delivery deadlines, compliance with ILO rules, quality label, EMAS label, etc.

vi. **Production, manufacturing deadlines, packaging, and delivery deadlines:** Description/indication of:

- production;
- manufacturing deadlines;
- types of packaging used;
- delivery deadlines; depending on the orders, the contractor will have to deliver products to the locations mentioned in 4.1 e).

d) Estimate of annual volume of activities:

2006 : EUR 400 000

2007 : EUR 600 000

2008 : EUR 700 000

2009 : EUR 1 400 000

2010 : EUR 1 400 000

N.B.: These figures are indicative and have no contractual value. The start date in 2006 and the completion date in 2010 will depend on the date of signature of this framework contract.

¹ The above list is not exhaustive.

e) Place of performance

All tasks must be undertaken in the Contractor's premises or any other place indicated in the tender. They may not be carried out on the Commission's premises. The products are to be delivered, depending on the orders, to the following addresses:

- the premises of the European Commission in Brussels or Luxembourg;
- the offices of the European Commission in the Member States;
- any other address deemed suitable by the European Commission in the 25 Member States or third countries hosting information and communication activities undertaken as part of the Commission's information and communication strategy.

f) The three product categories (lists not exhaustive)

A) Category A (mass distribution):

The promotional products described below (list not exhaustive) are intended for the general public and will be distributed in large quantities in the course of information and communication activities organised by the European Commission or by the Member States if these activities are being carried out in partnership with the European Commission as part of its information and communication strategy.

No	PRODUCT	TECHNICAL DESCRIPTION (INDICATIVE)¹
Office accessories and writing material		
1	Paper note block	Format approximately 10 x 10 x 10 cm. Recycled paper.
2	Block folder (for the note block described above)	Format approximately 10.5 x 10.5 x 10.5 cm. Plastic.
3	Note pads	A4 and A5 formats. Recycled paper.
4	Calendars	Recycled paper.
5	Document folders	A4 format. Recycled paper.
6	Eraser (for children)	4 colours.
7	Ruler (for children)	Wooden.

¹ Precise information on the technical description of the products cannot be given at this stage, as this will depend on the information and communication activities.

8	Bookmark	Recycled paper.
9	Ballpoint pen I	Plastic.
10	Ballpoint pen II (for children)	Plastic. 4 colours.
11	"Post its"	Recycled paper. Printed with 1 design, 1 colour.
12	Mouse pad	Printed with 1 motif, in 4 colours.
Gifts		
13	Magnets	Format approximately 50 x 20 x 0.8 mm.
14	Sticker	Printed with 1 design, 4 colours.
15	Balloon	Ø approximately 30 cm.
16	Beach ball	Inflatable ball. 4 colours.
17	Bracelets	Recyclable TPE. Embossed. Format approximately 20.2 x 1.3 x 0.2 cm for adults and 18.3 x 1.3 x 0.2 cm for children.
18	Automatic currency converter	Device for converting an amount in a national currency into euros and vice versa. With or without the national currency exchange rate pre-programmed.
19	Paper currency converter	Cardboard display showing the equivalent in euros of an amount in the national currency and vice versa. Basic amounts in euros: EUR 0.50, EUR 1, EUR 5, EUR 10, EUR 20, EUR 50. The basic amounts in national currency will be specified in the terms of reference for the specific contracts, depending on the economic situation in the country in which the converter is to be distributed.
20	Lapel pin	Lapel pin with butterfly clasp. Approximately 15 mm, 19 mm or 25 mm.
21	Badge holder (Strap)	Strap 2.5 cm. With safety clip and metal clasp.
22	Plastic keyring	Plastic.
23	Coin-selector	Plastic. 1 slot for each of the 8 euro coins. Each slot should have space for at least 5 coins.
24	Piggy bank	Printed with 2 motifs. 4 colours.
Bags and clothing		
25	Fabric shopping bag	100% cotton with short handles (approximately 35cm) or long handles

		(approximately 70 cm). Main purpose: to carry A4 format publications.
26	Recycled paper bag	Recycled paper. Main purpose: to carry A4 format publications.
27	Plastic bag	Plastic. Main purpose: to carry A4 format publications.
Fun		
28	Box of colouring pencils with pencil sharpener and eraser (for children)	Plastic or wooden box.
29	Mini-book	4 colours.
30	Detachable euro coin and note set¹	Cardboard. Perforated and detachable euro coins and notes printed on one or both sides. 4 colours.
Food products		
31	Chocolate biscuit in euro wrapper	Coloured aluminium foil wrapper depicting the European side of the 1 euro coin.
32	Sachets containing chocolate euro coins²	Chocolates in the form of the 1 euro coins of the countries belonging to the euro area, wrapped separately in such a way that it is possible to recognise the various currency units.
33	Jelly gums in the form of the euro symbol	Content: approximately 15 g in a plastic sachet. Jelly gums in several colours.

B) Category B (limited distribution):

The promotional products described below (list not exhaustive) are intended for the general public but will be distributed in more limited quantities in the course of information and communication activities organised by the European Commission or by the Member States if these activities are being carried out in partnership with the European Commission as part of its information and communication strategy.

¹ Caution: reproductions of euro coins and notes must be lawful and in accordance with the Decision of the European Central Bank of 20 March 2003 on the denominations, specifications, reproduction, exchange and withdrawal of euro banknotes (ECB/2003/4) (OJ L 78, 25 March 2003, pp. 16-19).

² The **currency units** involved are the EUR 1 coins of the countries that belong to the euro area. There are currently 12 such countries: Belgium, Denmark, Germany, Greece, Spain, France, Italy, Luxembourg, Netherlands, Austria, Portugal, Sweden and Finland. If other countries join the euro area during this framework contract, **the contractor will be required to add the new currency units to this product.**

No	PRODUCT	TECHNICAL DESCRIPTION (INDICATIVE)
Office accessories and writing material		
34	Office pen holder	Plastic.
35	Office calculator with or without calendar	Plastic.
36	Ballpoint pen III	Metal. Information printed or embossed.
Gifts		
37	CD pouch	1 motif. 1 colour.
38	Keyring II	Metal.
39	Wallet	Leather. Information embossed.
40	Purse	Leather. Information embossed.
41	Mug	Porcelain.
42	Glass/beaker	Glass or plastic.
Bags and clothing		
43	Bandana	100% cotton.
44	Headband	Fleece.
45	Woolly hat	Fleece.
46	Cap	6 panels with Velcro fastening. Inset in another colour. Decorative fabric button. 100% cotton.
47	Hat	100% cotton.
48	City visor	100% cotton.
49	Windcheater	Waterproof.
50	Scarf I	Fleece.
51	Short-sleeved polo shirt	Stitched polo shirt with 3-button placket, straight cut with side opening, short sleeves. 100% combed cotton.
52	Long-sleeved polo shirt	Stitched polo shirt with 3-button placket, straight cut with side opening, long sleeves. 100% combed cotton.
53	Rucksack	Large central compartment. Front compartment with bottle holder. Polyester.
54	Shopping bag with short or long handles	Format approximately 38 x 42 cm. 100% cotton. Version with short handles:

		approximately 35 cm. Version with long handles: approximately 70 cm.
55	"Banana" bag	Polyester.
56	Shoulder bag	Polyester.
57	Sports bag	Polyester. Main compartment with zipper.
58	Hooded sweatshirt	Crew neck, long sleeves, hood. 100% cotton.
59	Sweatshirt without hood	Crew neck, long sleeves. 100% cotton.
60	T-shirt	100% cotton.
Fun		
61	Packs of cards	Cardboard.
62	Puzzle	Cardboard.
Electronic		
63	Radio with earphones, lamp and compass radio, with large clip for fixing to clothing	

C) Category C (small-scale distribution):

The promotional products described below (list not exhaustive) are intended for a limited public and will be distributed on an individual basis in the course of communication activities organised by the European Commission or by the Member States if these activities are being carried out in partnership with the European Commission as part of its information and communication strategy.

No	PRODUCT	TECHNICAL DESCRIPTION (INDICATIVE)
Office accessories and writing material		
64	Briefcase	Leather or imitation leather. Information printed or embossed.
65	Pencil holder/case	Leather or imitation leather. Information printed or embossed.
66	Business card holder	Metal. Information embossed.
67	Paperweight	
68	Ballpoint pen IV	Metal. Information printed or embossed.
Gifts		

69	Multifunction chromium-plated serving knife (knife, corkscrew and bottle opener)	Stainless steel.
70	Set of 4 cheese knives	Stainless steel.
71	Binoculars	
72	Men's watch	Leather.
73	Ladies watch	Leather.
74	Table clock	
75	Umbrella	Automatic umbrella, wooden handle, nylon fabric. Ø approximately 104 cm.
76	Laser pointer	Silver-plated metal.
77	Wine set (bottle rest and corkscrew)	Stainless steel.
78	"Euro" trophy	Euro symbol on base.
Bags and clothing		
79	Tie	Silk.
80	Scarf II	Wool.
81	Scarf	Silk.
82	Wallet	Leather or imitation leather. Information printed or embossed.
Electronic		
83	MP3 player	
84	USB sticks	

4.2. Documents

Each order placed by the Commission is executed on the basis of an order form. For each order, the contractor will provide the documents listed in 4.2.1. and 4.2.2., signed by the **legal representative**¹ of the contracting organisation. The representative's name and position/title in the contracting organisation should be given below the signature, which should be accompanied by the organisation's official stamp.

¹ The legal representative is the person authorised to enter into legal and financial commitments on behalf of the organisation that they represent.

4.2.1. Activities/results

The following documents will make it possible to evaluate the performance of the orders placed by the Commission:

- a sample of each product ordered will be delivered to the Commission (on a case by case basis; the Commission may request this before it “passes for production” or at the latest after delivery, together with the list of the delivery addresses and proof of delivery)
- the list of the delivery addresses
- proof of delivery

4.2.2. Financial aspects

On completion, the Contractor will send a request for payment to the Commission accompanied by the following documents, in addition to those referred to in point 4.2.1.:

- detailed invoices with the prices in euros indicating the reference number of the framework contract and the order form to which they refer.

5. STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

Framework contracts:

The framework contracts will be signed in 2006.

Each framework contract will be concluded for a period of one year from when it is signed. The contract may be renewed up to three times under the same conditions, each time for a period of 12 months, but only before expiry of the contract and with the express written agreement of the parties. The total duration of a framework contract may not exceed four years from when it is first signed.

As these are multiple framework contracts, following the invitation to tender three contractors will be selected on completion of the evaluation procedure (provided there is a sufficient number of tenderers satisfying the selection criteria and/or a sufficient number of eligible tenders satisfying the award criteria) and framework contracts signed with them. These three contracts will be awarded to the tenderers who at the end of the evaluation procedure and the contract award procedure, as described in Part 3 of this specification, are found to have offered the best value for money (i.e. best quality/price ratio); quality will be a much more decisive factor than price in the evaluation for the award of framework contracts.

Order forms:

Depending on the information and communication activities, when the time comes to award the specific contracts and reopen the competitive phase of the tendering procedure, the

Commission will write to the three contractors capable of fulfilling the contract informing them of the specific terms of reference and fixing a time limit sufficiently long to allow them to submit their tenders, namely a maximum of ten (10) working days. Details of the types of task to be performed and their duration will be provided. Tenders must be based on and conform to the technical characteristics indicated in the framework contract. The European Commission will then evaluate the tenders and select those offering the best value for money (best originality/price ratio); price will be a much more decisive factor than originality in the evaluation for the award of specific contracts. The relevant department will evaluate the offers according to the following criteria:

- price (80%)
- originality of the graphic designs for the information requested (20%)

However, the Commission reserves the right to request a sample of the product in question before awarding the contract. The European Commission will inform the contractors whether or not they have been awarded the contract.

The European Commission will send an order form in duplicate to the contractor who is awarded the contract. The order form will already have been signed by the representative authorised to sign contracts on behalf of the European Commission. Performance of the tasks starts from the moment the contractor receives the order form. The contractor should sign one of the two copies and send it to the European Commission, at the address indicated on the order form.

The deadline for completion of the tasks may be extended but only with the written agreement of the two parties and before the end of the period initially stipulated in the order form.

PART 2: ADMINISTRATIVE DETAILS

1. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS

- Submission of a tender implies that the contractor accepts all the terms and conditions set out in this specification (including the annexes) and waives all other terms of business.
- Submission of the tender binds the contractor to whom the contract is awarded during performance of the contract.
- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- One original and two copies of the tender should be submitted.
- Once the Commission has accepted the tender, it will become the property of the Commission and the Commission will treat it confidentially.
- The Protocol on the Privileges and Immunities of the European Communities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations will apply to this invitation to tender.

2. NO OBLIGATION TO AWARD THE CONTRACT

The tendering procedure does not involve the Commission in any obligation to award the contract.

The Commission is not liable for any compensation with respect to a tenderer whose tenders have not been accepted. Nor will it be liable in the event of its deciding not to award the contract.

3. JOINT TENDERS

When a partnership or a consortium is envisaged three cases can arise:

1. The offer originates from a consortium already formally set up as a separate and legal entity able to submit its articles of association, mode of operation, technical and financial capacity, such as result from the contributions of its various members. It is thus a consortium that will bear the technical and financial responsibility for the contract and will present the necessary financial guarantee.
2. The offer originates from companies not yet having created a consortium as a separate legal entity but planning to constitute one as referred to in point 1, if their joint tender is accepted. In this case, the tenderer will have to specify the legal form, provide the

envisaged draft articles of association and specify the envisaged mode of operation of the consortium, the various technical and financial contributions and the guarantees envisaged.

3. The offer originates from companies not wishing to constitute formally a consortium as a separate legal entity but effectively to constitute an association. In such a case, the offer will be submitted in the form of a subcontracting contract (see 4), in which case one of the companies will assume total responsibility for the offer. This company will sign the contract in its name, the other companies then being regarded as subcontractors of the first.

In all cases of joint tenders, the information required below under point 7.1 “administrative information” and in Part 3, points 1 “exclusion criteria” and 2 “selection criteria” must be provided for all members participating in the tender.

4. SUBCONTRACTORS

Where, in a bid, the volume of the services to be executed by a subcontractor is equal to or exceeds 20% of the contract, the subcontractor must provide all the necessary documents for assessing the bid as a whole with regard to the exclusion criteria, selection criteria (as a whole) and award criteria. Where those services represent less than 20% of the contract, the subcontractor will not be required to provide documents on his or her financial and economic capacity.

The bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and the terms and conditions set out in point 1 above.

Tenderers must inform the subcontractors that Article II.17 of the standard framework contract will be applied to them.

Once the contract has been signed, Article II.10 of the above-mentioned framework contract will govern the subcontracting.

5. PAYMENT PROCEDURES

Payments will be made in accordance with Articles I.4 and I.5 of the draft framework contract.

6. GUARANTEES

In drawing up his bid, the tenderer should bear in mind the provisions of the standard framework contract attached to this invitation to tender (Part 4).

The contractor is required to provide a guarantee covering pre-financing in accordance with Article I.4.2 of the framework contract. The Commission reserves the right not to grant the pre-financing on the basis of the results of its management risk analysis or in the event of the successful tenderer refusing to provide the financing guarantee, and to modify the final version of the contract accordingly.

7. CONTENT OF TENDERS

All tenders must be presented in three sections.

7.1. Administrative proposal

- **name and/or business name of the tenderer(s)**
- **exact description of the legal form of the tenderer(s)**
- **address of the registered office of the tenderer(s)**
- **telephone and fax numbers, e-mail and, where relevant, web address of the tenderer(s)**
- **names of the legal representatives of the tenderer(s) (directors, etc.) authorised to sign contracts with third parties on behalf of the organisation**
- **VAT number and enrolment number in trade register of the tenderer(s)**
- **a banking identification form filled in and signed by an authorised representative of the tenderer(s) and his banker (Annex 2)**
- **a legal entity form (Annex 3)**
- **a declaration by the candidate concerning the exclusion criteria, certifying that he is not in any of the situations listed in Articles 93 and 94 of the Financial Regulation of the European Communities (OJ L 248 of 16 September 2002) (Annex 4);**
- **proof of economic and financial capacity: documents listed in point 2.1 of Part 3**
- **proof of technical and professional capacity: documents listed in point 2.2 of Part 3**
- **financial proposal (Annex 1)**
- **letter of submission of tender (Annex 5)**
- **other supporting documents, if, for any valid reason, the candidate or the tenderer(s) is/are not in a position to provide the documents listed above.**

7.2. Technical proposal

This section is of vital importance in the evaluation of the tenders, the award of the contract and the future execution of any resulting contract. Some guidelines are given below, but attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal should address all the points made in the specification and should include models, examples and technical solutions to problems raised in it. The level of detail of the tender will be extremely important for the evaluation of the tender.

The technical proposal must meet the technical specifications set out in this document and provide at the very least all the information needed for the purpose of awarding the contract.

7.3. Financial proposal

The tenderer's attention is drawn to the following points:

Prices must be quoted in euros, including for the countries which do not form part of the euro area. For tenderers from those countries, the amount of the offer may not be revised because of exchange rate movements. The choice of exchange rate is for the tenderer(s), who will assume the risks and derive the advantages associated with these exchange rate movements.

The financial offer must be signed by the tenderer(s) or by its/their authorised representative.

- **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 (OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either by reimbursement upon presentation of documentary evidence or by direct exemption.

For countries whose national legislation provides for exemption by reimbursement, VAT should be shown separately. If in doubt regarding the VAT regime that applies, it is up to the tenderer to contact his national authorities in its country to obtain explanations on the VAT exemption from which the European Community benefits.

- The tender must include the unit price and the total price of the tender in the price schedules for the two case studies, as indicated in Annex 1.

PART 3: EVALUATION PROCEDURE AND CONTRACT AWARD

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

All the information will be evaluated in the light of the criteria set out in this specification. 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 stage one will be examined in the following stage.

The aim of these stages is respectively:

- 1) to check, in the first stage (exclusion criteria), whether tenderers are eligible to take part in the tendering procedure and, where applicable, be awarded the contract (see Annex 4);
- 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 (see Part 3, point 2 - selection criteria);
- 3) to evaluate on the basis of the award criteria each bid which has passed the exclusion and selection stages (see Part 3, point 3 - award criteria).

In the case of consortia, the exclusion, selection and award criteria will be applicable to all members of the consortium. The same principle will also be applied if subcontractors are being used.

The bid must clearly identify the subcontractors and document their willingness to accept the task and thereby accept the terms and conditions set out in Part 2.

Tenderers must inform subcontractors that Article II.14 of the standard framework contract will be applied to them.

Once the contract has been signed, Article II.10 of the above mentioned framework contract will govern subcontractors.

1. EXCLUSION CRITERIA

Tenderers in one or more of the following situations¹ will automatically be excluded from the tendering procedure.

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

¹ In compliance with Articles 93 and 94 of the Financial Regulation applicable to the general budget of the European Communities.

- (b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have 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 they are established, or with those of the country of the contracting authority, or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgment 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) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations;
- (g) they are subject to a conflict of interests;
- (h) they have been guilty of misrepresentation in supplying the information required or have failed to supply this information.

The tenderer(s) or his/their representative must fill in and sign the form in Annex 4 to the specification. By signing this form, the tenderer(s):

- indicate(s) whether or not they are in one or more of the situations specified in the form; and
- undertake(s) to submit to the Commission any document relating to the exclusion criteria that the Commission may consider useful.

2. SELECTION CRITERIA

This stage of the tendering procedure concerns the criteria and documents relating to the professional and technical capacity, and economic and financial capacity of the tenderer. It should also include any other document that the tenderer(s) wish(es) to include by way of clarification.

Only tenders fulfilling all the selection criteria will be examined in the light of the award criteria.

If several tenderers take part in the offer, each must possess, and show that he possesses: a) **the necessary economic and financial capacity** and b) **the necessary professional and technical capacity to perform the tasks assigned to him** in the tender.

This rule applies to all tenderers, regardless of the percentage of work which they intend to carry out, once they have chosen to be tenderers.

However, if the tender includes subcontractors whose tasks represent less than 20% of the contract, those subcontractors are not obliged to provide evidence of their economic and financial capacity.

2.1. Economic and financial capacity of the tenderer(s)

All tenderers (and subcontractors whose tasks are equal to or exceed 20% of the contract) must provide proof of their economic and financial capacity by submitting the following documents:

- a) a full copy of their audited annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks) of the past three years, as approved by the general assembly of the company and, where applicable, published;. these documents must be certified as true originals by the tenderer(s);
- b) a statement of overall turnover and turnover concerning the tasks, supplies or services covered by this contract for the last three financial years;
- c) appropriate declarations by banks or evidence of professional risk indemnity insurance.

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

2.2. Professional and technical capacity of the tenderer(s)

Information on technical and professional capacity	
SELECTION CRITERIA	INFORMATION TO BE PROVIDED
Expertise and experience	<p>Examples of comparable contracts signed in the last three financial years.</p> <p>Examples of comparable graphic designs on paper, CD-ROM or any other support that the tenderer considers appropriate.</p> <p>Professional experience of the staff responsible for design and graphics.</p>
Technical capacity	<p><u>Infrastructure:</u></p> <p>Description of infrastructure that the tenderer has at his disposal (offices/graphic design studios) to perform the tasks described in this invitation to tender.</p>

	<p>Description of the necessary hardware and other equipment the tenderer has at his disposal to perform the tasks described in this invitation to tender.</p> <p><u>Staff:</u></p> <p>The tenderer must for each order form have sufficient staff with the qualifications needed to ensure good service and the ability to respond within the shortest possible period to any request for services by the Commission.</p>
Capacity to use the characters of different languages	<p>The tenderer must declare that he has the technical capacity to create, print, engrave and embroider the products described in this invitation to tender, both in the different official EU languages, and also in certain minority languages.</p>

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

Evidence of the technical and professional capacity of the participating tenderers may be furnished on the basis of the following documents:

- a) educational and vocational diplomas providing evidence in particular of the training and experience of the staff responsible for design and graphics.
- b) a list of:
 - i) the principal services provided and supplies delivered in the past three years, with the amounts, dates and recipients, public or private; the list of the most important services should be accompanied by certificates of satisfactory execution, specifying whether they have been carried out in a professional manner and have been completed in full;
 - ii) examples of comparable graphic designs on paper, CD-ROM or any other support that the tenderer considers appropriate.
 - iii) particulars of the subcontractors already selected by the tenderer possibly to be used for certain types of work.
- c) a description of the offices/graphic design studios that the tenderer has at its disposal to perform the services or tasks described in this invitation to tender;
- d) a description of the technical equipment and material that the tenderer has its disposal to perform the services or tasks indicated in this invitation to tender;
- e) a description of the measures employed to ensure the quality of supplies and services, and a description of quality control procedures;
- f) an indication of the proportion of the contract which the tenderer may subcontract.
- g) a statement describing the services which can be provided by the tenderer directly and those which he plans to subcontract;

- h) a declaration by the tenderer that he has the technical capacity to create, print, engrave and embroider the products described in this invitation to tender, both in the different official EU languages, and also in certain minority languages.

By submitting a tender, each tenderer involved therein accepts the possibility of a check being carried out by the European Commission on his technical capacity and, if necessary, on his design and research facilities and quality control measures.

Moreover, tenderers are informed that they may be required to justify their authorisation to perform the contract in relation to the national law they fall under: a commercial or professional register registration number, or a statement under oath or certificate, membership of a specific organisation, express authorisation, or registration in the VAT register.

Tenderers' attention is drawn to the fact that any total or partial omission of information on the part of one or more participating tenderers may lead the Commission to exclude the tender from the rest of the procedure.

3. AWARD CRITERIA

These framework contracts will be awarded to the offers with the best quality/price ratio. The following award criteria will be applied.

3.1 Award criteria for the qualitative evaluation of the tender

As regards point 3 "graphics based on the information provided" in the following table, the tenderer will have to provide **only once** the four (4) visual designs required for a), b) and c).

As regards the other items (1, 2, 4, 5 and 6), the tenderer will have to provide the further information required in the following table.

Information concerning the quality of the proposed goods and services	
AWARD CRITERIA	INFORMATION PROVIDED
1. Concept (20 points)	Description of how the tenderer arrived at his finished product. Producing a concept for promotional products aimed at the general public, a restricted group or a group of VIPs, whose aesthetic and practical qualities are designed to enhance dissemination of information on Commission policies such as the euro/EMU, requires careful thought leading to concrete conclusions. It is the different stages in the development of the concept that must be described.
2. Design, originality and diversity in the choice of products (20 points)	The tenderer must highlight his creativity, with particular reference to the description of the finished products, thereby making it possible to assess the design and originality of the products.
3. Graphics based on the information provided (20 points)	The tenderer must highlight the creativity of his graphics, which are based on the information provided by the Commission, presenting on paper, CD-ROM or any other support that the tenderer considers appropriate, four (4) different proposals for each of the following: a) the euro symbol; b) the map of the euro area integrated into that of the European Union; c) the web address of the Directorate-General for Economic and Financial Affairs. Even if they are intended for the general public, the promotional products may be distributed to different target

	<p>groups, for example children, the elderly, businesses or consumers¹.</p> <p>The different graphics proposed for the same item will make it possible to assess the concept and originality of each proposal.</p>
<p>4. Product quality</p> <p>(20 points)</p>	<p>The tenderer must highlight the quality and usefulness of the products.</p>
<p>5. Social and environmental criteria</p> <p>(15 points)</p>	<p>Description of the technical characteristics of the finished products and of the various production stages: manufacturing deadlines, delivery deadlines, compliance with ILO rules, quality label, EMAS label, etc.</p>
<p>6. Production, manufacturing deadlines, packaging and delivery deadlines</p> <p>(5 points)</p>	<p>Description/indication of:</p> <ul style="list-style-type: none"> - production; - manufacturing deadlines; - types of packaging used; - delivery deadline; depending on the orders, the contractor will have to deliver products: <ul style="list-style-type: none"> - to the offices of the European Commission in Brussels or in Luxembourg; - to the premises of the European Commission in the different Member States; - to any other address that the European Commission considers useful in the 25 Member States or third countries in which the information and communication activities are being conducted as part of its information and communication strategy.

Tenders obtaining less than a total of 60 points will be excluded from subsequent stages of the evaluation procedure.

3.2 Award criteria for evaluation of tenders from a financial point of view, on the basis of the price schedules in the case studies (Annex 1)

Tenders that pass the qualitative evaluation phase will then be evaluated in terms of price, using the cost estimate presented for the case studies appearing in Annex 1. The costs of the case studies will be added up in order to compare the financial offers. The case studies

¹ The above list is not exhaustive.

described in the tender must enable the awarding authority to compare the financial bids and to check that the technical description has been correctly interpreted by the tenderer.

Prices for additional items/services, indicated in the price schedule and hence possibly used in the case studies, will be clearly separated and indicated in a different font or colour. These prices will not be considered for purposes of assessing the case studies.

Since evaluation of the tenders will focus on the quality of the proposed services, tenders should elaborate on all points addressed by this specification in order to score as many points as possible. Simply reproducing the requirements described in the specification without going into detail will result in a very poor score. In addition, if certain essential points of this specification are not expressly covered by the tender, the Commission may decide to give a zero mark for the relevant qualitative award criteria.

3.4 Price schedules (Annex 1)

The tenderer should establish his price schedule in accordance with the price schedules provided in Annex 1. Tenderers may provide prices for further items/services and add them to the price list if considered necessary from a technical point of view. Any such items/services must be clearly separated from the original list and indicated in a different font or colour. These additional prices must also be clearly separated in the case studies. Prices for any additional items/services will not be considered for purposes of assessing the case studies.

3.5 Formula for the award criteria

Formula for the award criteria

$$S = 4/5 Q' + 1/5 P'$$

where:

S is the score of the bid

Q' is the relative quality score of the bid

P' is the relative price score of the bid

and

$$Q' = 100 * Q/Q_{\max}$$

where Q..... is the total quality score of the bid

Q_{max}..... is the highest quality score of all the bids

and

$$P' = 100 * P_{\min}/P$$

where P..... is the price of the bid

P_{min}..... is the lowest price of all the bids

4. AWARD OF SPECIFIC CONTRACTS OR ORDER FORMS

Depending on the information and communication activities, when the time comes to award the specific contracts and reopen the competitive phase of the tendering procedure, the Commission will write to the three contractors capable of performing the contract informing them of the specific terms of reference and fixing a time limit of ten (10) working days in which to submit their tenders. Details of the types of task to be performed and their duration will be provided. Tenders must be based on and conform to the technical characteristics indicated in the framework contract. The European Commission will then evaluate the tenders and select tenders offering the best value for money (best originality/price ratio); price will be a much more decisive factor in the evaluation for the award of specific contracts. The relevant department will evaluate the offers according to the following criteria:

- price (80%)
- originality of the graphic designs for the information requested (20%)

Formula for the award of specific contracts or order forms

$$S = 1/5 Q' + 4/5 P'$$

where:

S is the score of the bid

Q' is the relative quality score of the bid

P' is the relative price score of the bid

and

$$Q' = 100 * Q/Q_{\max}$$

where Q..... is the total quality score of the bid

Q_{max}..... is the highest quality score of all the bids

and

$$P' = 100 * P_{\min}/P$$

where P..... is the price of the bid

P_{min}..... is the lowest price of all the bids

However, the Commission reserves the right to request a sample of the product in question before awarding the contract. The European Commission will inform the contractors whether or not they have been awarded the contract.

The European Commission will send an order form in duplicate to the contractor who is awarded the contract. The order form will already have been signed by the representative authorised to sign contracts on behalf of the European Commission. Performance of the tasks starts as soon as the contractor receives the order form. The contractor should sign one of the two copies and send it to the European Commission, at the address indicated on the order form.

Performance of the tasks may under no circumstances start before the European Commission has signed the order form. The deadline for completion of the tasks may be extended but only with the written agreement of the two parties and before the end of the period initially stipulated in the order form.

5. DATE AND PLACE OF OPENING OF THE TENDERS

Tenders will be opened at **10.00 on 12.06.2006** at the following location:

Office address:

Directorate-General for Economic and Financial Affairs

Avenue Beaulieu 5

B – 1160 Brussels/ Auderghem

Meeting room: BU 1, Level -1, Room No 20

An authorised representative of each tenderer may attend the opening of the tenders. Companies wishing to attend are requested to notify their intention by sending a fax or e-mail at least 48 hours in advance to:

European Commission

Directorate-General for Economic and Financial Affairs (DG ECFIN) - Unit R4

Office address: BU -1 4/168

B-1049 Brussels - BELGIUM

Fax (+32-2)-2980998 - e-mail: ECFIN-R4-tender@cec.eu.int

This notification must be **signed** by an authorised officer of the tenderer and specify the name of the person who will attend the opening on the tenderer's behalf.

6. AWARD OF THE CONTRACT

The award procedure will take place in the second or third quarter of 2006. An awarding committee is to be set up for this purpose.

7. INFORMATION FOR TENDERERS

The Commission 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 recommence the procedure.

8. CONTRACTUAL CONDITIONS

The Commission will propose to up to three selected tenderers to sign a multiple framework contract based on the draft contract in Part 4 of this invitation to tender. The tenderer's unconditional agreement to sign this contract is one of the obligatory conditions of this invitation to tender. Its content is an integral part of the specifications required by the Commission and supplements the provisions included in this invitation to tender.

PART 4: DRAFT FRAMEWORK SUPPLY CONTRACT

FRAMEWORK SUPPLY CONTRACT*

CONTRACT No - [complete]

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Stefan Pflüger, Head of the External Communication Unit in the Directorate-General for Economic and Financial Affairs,

of the one part,

and

[official name in full]

[*official legal form*]

[*statutory registration number*]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor¹"), [*represented for the purposes of the signature of this contract by* [name in full and function,]]

of the other part,

¹ In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract".

HAVE AGREED

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

- Annex I** Specification (Invitation to tender No 2006/ECFIN/R/4/01 of [*complete*] 2006)
Annex II Contractor's tender (No of ..)
Annex III Model order form [*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 Contract shall take precedence over those in the Orders.
- The terms set out in the Specification (Annex I) shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of this 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 Commission, subject to the rights of the Contractor under Article I.7 to dispute any such instruction.

I - SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1** The subject of the Contract is the supply of promotional material.
- I.1.2** The Contractor shall supply the goods and shall provide the services related to them in accordance with the Specification annexed to the Contract (Annex I) and his Tender (Annex II).
- I.1.3** The Contract does not confer on the Contractor an exclusive right to supply the goods referred to in the above paragraph.
- I.1.4** Signature of the Contract imposes no obligation on the Commission to purchase.
- I.1.5** All Orders pursuant to the Contract shall conform to the terms set out therein.
- I.1.6** If the Commission has addressed a specific invitation to tender to the Contractor, it must receive the completed tender, duly dated and signed, within ten (10) working days of the date of dispatch of its invitation. If the Contractor fails to comply with these conditions, he shall be regarded as having waived his participation in the competitive procedure. The Commission may place an Order with the Contractor who submitted the best specific tender with regard to the award criteria listed in Annex I. The Order may either restate the conditions of this Framework Contract or modify them slightly, particularly with regard to prices.

ARTICLE I.2 - DURATION

- I.2.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2** Under no circumstances may Orders be placed before the date on which the Contract enters into force.
- I.2.3** The Contract is concluded for a period of twelve (12) months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4** The Orders pursuant to the Contract shall be placed by the Commission and the Order Forms returned by the Contractor before the Contract expires.

The Contract shall continue to apply to Orders executed after the Contract expires. Such Orders shall be executed in accordance with the dates indicated in the specific Order Forms.
- I.2.5** The Contract may be renewed up to three (3) times, each time for a period of twelve (12) months, only before the expiry of the Contract and with the express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 - CONTRACT PRICES

I.3.1 The indicative price of the goods shall be as listed in Annex II.

I.3.2 Prices shall be expressed in EUR.

ARTICLE I.4 - ORDER AND PAYMENT PERIODS

Payments under the Contract shall be made in accordance with Article II.5. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.

I.4.1 For total amounts of less than twenty-five thousand (25 000) euros, one single payment shall be made after performance of the work and acceptance thereof by the Commission.

The payment request must be accompanied by:

- the relevant detailed invoices, indicating the prices in euros and the reference number of the Contract and of the Order to which they refer;
- a sample copy of each product included in the Order (if not already requested by the Commission prior to it “passing for production”);
- list of delivery addresses;
- proof of delivery.

The Commission shall have twenty (20) days to approve or reject the following documents, and the Contractor shall have twenty (20) days to submit additional information or new documents.

The payment shall be made within thirty (30) days of the date of receipt of the relevant invoice and the date of approval of the above-mentioned documents by the Commission.

I.4.2. For total amounts of EUR 25 000 or more, the Contractor may request pre-financing as follows:

I.4.2.1. Pre-financing

- * The request for pre-financing, accompanied by the corresponding invoice, must reach the Commission within thirty (30) days of the date on which the specific contract was signed by the last contracting party.
- * The Commission must receive a duly constituted financial guarantee, if expressly required by the relevant Order Form for the service in question, in the form specified

in the aforementioned Order Form. It shall be released on payment of the balance to the Contractor in accordance with the clauses of the contract.

This pre-financing may not exceed 30% of the total amount of each Order Form for which pre-financing is permitted.

In accordance with the conditions referred to above, the pre-financing shall be paid within thirty (30) days of the date of receipt of the Order Form, the request for pre-financing and the corresponding invoice, indicating the reference number of the Contract and of the Order Form to which it refers.

I.4.2.2. Payment of the balance

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

- the relevant detailed invoices, indicating the prices in euros and the reference number of the Contract and of the Order to which they refer; if the invoices correspond to the total cost of the Order, the pre-financing shall be deducted from the total amount of the invoice and the balance paid to the Contractor;
- a sample of each product included in the Order (if not already requested by the Commission prior to it “passing for production”);
- the list of delivery addresses;
- proof of delivery.

The Commission shall have twenty (20) days to approve or reject the following documents, and the Contractor shall have twenty (20) days to submit additional information or new documents.

The payment shall be made within thirty (30) days of the date of receipt of the relevant invoice and the date of approval of the above-mentioned documents by the Commission.

For Contractors established in Belgium, the Order shall include the following provision: “En Belgique, l’utilisation de ce bon de commande vaut présentation d’une demande d’exemption de la TVA n° 450” or an equivalent statement in the Dutch or German language. The Contractor shall include the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA.” or an equivalent statement in the Dutch or German language.

For Contractors established in Italy, the provisions of the Contract constitute a request for VAT exemption, provided the Contractor includes the following statement in his invoice(s): “Operazione non imponibile ai sensi della Legge 1 Agosto 1960 n. 906, in particolare l’Allegato F, Articoli 5, 6 e 7 (G.U. n. 212 del 31.08.1960) come confermato dall’Articolo 72, comma 1) del D.P.R. n. 633 del 26/10/72”.

I.4.3. Orders shall be placed and executed in accordance with Article II.1.1. Within five (5) working days of the Order Form being sent by the Commission, the Contractor shall return it, duly signed and dated. The period allowed for delivery shall start to run on the date the Contractor returns the Order Form, unless a specific date is indicated on the Form. In the event of failure to comply with the deadline, Article II.4 shall apply.

I.4.4. Depending on orders, the goods shall be delivered DDP (Incoterm: Delivered Duty Paid - maximum obligations lie with the Contractor, who has to bear all costs and risks involved in delivering the goods to destination) to the following places:

- the premises of the European Commission in Brussels or in Luxembourg;
- the offices of the European Commission in the Member States;
- any other address that the European Commission considers useful in the 25 Member States or in non-member countries where information and communication activities are being conducted as part of the information and communication strategy.

The Contractor shall notify the Commission of the exact date of delivery at least five (5) working days in advance. All deliveries shall be made at the agreed hours and place of delivery.

ARTICLE I.5 - BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euro¹, identified as follows:

Name of bank: [complete]

Address of branch in full: [complete]

Exact designation of account holder: [complete]

Full account number including codes: [to be completed]

[IBAN² code: [complete]]

ARTICLE I.6 - GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract and Order numbers. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

For the Commission - Technical matters:

European Commission

Directorate-General for Economic and Financial Affairs,

Resources Directorate

Unit R.4 – External Communication

For the attention of Mr Stefan Pflüger, Head of Unit

BU1 4/168

¹ By a document issued or certified by the bank.

² BIC code for countries with no IBAN code.

B-1049 Brussels

For the Commission - Administrative and financial matters :

European Commission
Directorate-General for Economic and Financial Affairs,
Resources Directorate
Unit R.2 – Financial Management and Control
BU1 3/16
B-1049 Brussels

For the Contractor:

Mr/Ms [to be completed]
[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 the national substantive law of Belgium.

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 Belgium

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 Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the Directorate-General for Economic and Financial Affairs (ECFIN) without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Community law. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the Directorate-General for Economic and Financial Affairs. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

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 three months' formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to the goods ordered and delivered before the termination date. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the goods delivered and services rendered

up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

II - GENERAL CONDITIONS

ARTICLE II.1 - PROCEDURES FOR PERFORMING THE CONTRACT

II.1.1 Phases of execution of the Order

Sending of the Order Form

Whenever the Commission wishes goods to be supplied pursuant to the Contract, it shall send an Order Form to the Contractor, in duplicate, specifying the terms of supply of the goods, such as quantity, designation, quality, price, place of delivery and time allowed for delivery, in accordance with the conditions laid down in the Contract.

Acknowledgment of the Order by the Contractor

Within the period indicated in Article I.4, the Contractor shall return one original of the Order Form, duly signed and dated, thereby acknowledging receipt of the Order and acceptance of the terms.

Delivery

a) Time allowed for delivery

The time allowed for delivery shall be calculated in accordance with Article I.4.

b) Date, time and place of delivery

The Commission shall be notified in writing of the exact date of delivery within the period indicated in Article I.4. All deliveries shall be made at the agreed place of delivery during the hours indicated in Article I.4.

The Contractor shall bear all costs and risks involved in delivering the goods to the place of delivery.

c) Consignment note

Each delivery shall be accompanied by a consignment note in duplicate, duly signed and dated by the Contractor or his carrier, giving the Order number and particulars of the goods delivered. One copy of the consignment note shall be countersigned by the Commission and returned to the Contractor or to his carrier.

Certificate of conformity

Signing of the consignment note by the Commission, as provided for in point c) above, is simply an acknowledgment of the fact that the goods have been delivered and in no way implies conformity of the goods with the Order.

Conformity of the goods delivered shall be evidenced by the signing of a certificate to this effect by the Commission no later than one month after the date of delivery, unless provision is made for a different period in the Special Conditions or in Annex I.

Conformity shall be declared only where the conditions laid down in the Contract and in the Order are satisfied and the goods conform to Annex I.

Where, for reasons attributable to the Contractor, the Commission is unable to accept the goods, the Contractor shall be notified in writing at the latest by the deadline for conformity.

Conformity of the goods delivered with the Contract

- a) The goods delivered by the Contractor to the Commission must be in conformity in quantity, quality, price and packaging with the Contract and the relevant Order.
- b) The goods delivered must:
 - correspond to the description given in Annex I and possess the characteristics of the goods supplied by the Contractor to the Commission as a sample or model;
 - be fit for any specific purpose required of them by the Commission and made known to the Contractor at the time of conclusion of the Contract and accepted by the Contractor;
 - be fit for the purposes for which goods of the same type are normally used;
 - demonstrate the quality and performance which are normal in goods of the same type and which the Commission can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made by the Contractor, the producer or his representative, particularly in advertising or on labelling;
 - be packaged according to the usual method for goods of the same type or, failing this, in a way designed to preserve and protect them.

Remedy

- a) The Contractor shall be liable to the Commission for any lack of conformity which exists at the time the goods are verified.
- b) In the event of lack of conformity, without prejudice to Article II.4 regarding liquidated damages applicable to the total price of the goods concerned, the Commission shall be entitled:
 - either to have the goods brought into conformity, free of charge, by repair or replacement;
 - or to have an appropriate reduction made in the price.
- c) Any repair or replacement shall be completed within a reasonable time and without any significant inconvenience to the Commission, taking account of the nature of the goods and the purpose for which they are required by the Commission.
- d) The term 'free of charge' in paragraph b) refers to the costs incurred to bring the goods into conformity, particularly the cost of postage, labour and materials.

Assembly

If required by Article I.1.2 of the Special Conditions, the Contractor shall assemble the goods delivered within a period of one month unless otherwise specified in the Special Conditions or in Annex 1.

Any lack of conformity resulting from incorrect installation of the goods delivered shall be deemed to be equivalent to lack of conformity of the goods if installation forms part of the Contract and the goods were installed by the Contractor or under his responsibility. This shall apply equally if the product was to be installed by the Commission and was incorrectly installed owing to a shortcoming in the installation instructions.

Services connected to the supply of goods

If required by Annex I, services connected to the supply of goods shall be provided accordingly.

II.1.2 General provisions concerning the supply of goods

a) Packaging

The goods shall be packaged in strong boxes or crates or in any other way that ensures that the contents remain intact and prevents damage or deterioration. Packaging, pallets, etc., including contents, shall not weigh more than 500 kg.

Unless otherwise specified in the Special Conditions or in Annex 1, pallets shall be considered as one-way packaging and shall not be returned. Each box shall be clearly labelled with the following information:

- Commission of the European Communities and address for delivery;
- name of Contractor;
- description of contents;
- date of delivery;
- number and date of Order Form;
- EC code number of article.

b) Guarantee

The goods shall be guaranteed against all defects in manufacture or materials for two years from the date of delivery, unless provision is made for a longer period in Annex I.

The Contractor shall guarantee that any permits and licences required for manufacturing and selling the goods have been obtained.

The Contractor shall replace at his own expense, within a reasonable time limit to be determined by agreement between the parties, any items which become damaged or defective in the course of normal use during the guarantee period.

The Contractor is responsible for any conformity defect which exists at the time of delivery, even if this defect does not appear until a later date.

The Contractor is also responsible for any conformity defect which occurs after delivery and is ascribable to non-compliance with his obligations, including failure to provide a guarantee that, for a certain period, goods used for their normal purposes or for a specific purpose will preserve their qualities or characteristics as specified.

If part of an item is replaced, the replacement part shall be guaranteed under the same terms and conditions for a further period of the same duration as that specified above.

If a defect is found to originate in a systematic flaw in design, the Contractor must replace or modify all identical parts incorporated in the other goods that are part of the Order, even though they may not have been the cause of any incident. In this case, the guarantee period shall be extended as stated above.

II.1.3 Performance of the Contract

- a) 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.
- b) 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 Orders are to be executed.
- c) The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for execution of the Orders.
- d) In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission 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 Commission 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 Orders resulting from the replacement of staff in accordance with this Article.
- e) Should any unforeseen event, action or omission directly or indirectly hamper execution of the Orders, either partially or totally, the Contractor shall immediately and at his own initiative record it and report it to the Commission. The report shall include a description of the problem, an indication of the date on which it started and of the corrective actions 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 to determining liability.
- f) Should the Contractor fail to perform his obligations under the Contract, the Commission 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 Commission may impose liquidated damages, as provided for in Article II.4.

ARTICLE II.2 - LIABILITY

- II.2.1** The Commission 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 Commission.
- II.2.2** The Contractor shall be liable for any loss or damage it causes in performance of the contract, including in the event of subcontracting under Article II.10. The Commission 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 Commission 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 Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred to this end may be borne by the Commission.
- 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. It 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 Commission should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

- II.3.1** The Contractor shall take all necessary measures in order 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 Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require that additional measures 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 interest. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, 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 advantage can be derived under the Contract,
 - that it 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 an advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to the obtaining or performance of the Contract.

ARTICLE II.4 - 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 Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% of the amount of the relevant Order 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 Commission 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 Commission and Contractor expressly acknowledge that any sums payable under this Article are in the nature of liquidated damages and not penalties and represent reasonable compensation for the losses that may be anticipated from such failure to meet obligations.

ARTICLE II.5 - INVOICING AND PAYMENTS

a) Pre-financing

Where required by Article I.4 or by the Order issued, 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 Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent delivery of goods or execution of related services on his part.

The guarantor shall stand as first-call guarantor and shall not require the Commission 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 Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent delivery of goods or execution of related services. The guarantee shall be retained until the pre-financing has been deducted from payment of the balance. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

b) Payment of the balance

Within sixty days of receipt by the Contractor of the certificate of conformity of the goods signed by the Commission, he shall submit the relevant invoice, drawn up in duplicate and bearing the Order number, to the Commission for approval.

Where required, it shall be accompanied by a final technical report in accordance with the instructions laid down in Annex I.

If the report is a condition for payment, on receipt the Commission 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 Commission 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 Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

ARTICLE II.6 - GENERAL PROVISIONS CONCERNING PAYMENTS

II.6.1 Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.6.2 The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that its payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been duly produced. In case of doubt as to the eligibility of the expenditure indicated in the payment request, the Commission 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 Commission shall notify the Contractor accordingly 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.6.3 In the event of late payment 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 Commission may not be deemed to constitute late payment.

ARTICLE II.7 -RECOVERY

- II.7.1** If total payments made exceed the amount actually due under the Order 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 Commission.
- II.7.2** 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.6.3. 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.7.3** In the event of failure to pay by the deadline specified in the request for reimbursement, the Commission 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 Communities that is certain, of a fixed amount and due. The Commission may also claim against the guarantee.

ARTICLE II.8 -TAXATION

- II.8.1** The Contractor shall have sole responsibility for compliance with the applicable tax laws. Failure to comply shall make the relevant invoices invalid.
- II.8.2** The Contractor recognises that the Commission 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 Communities.
- II.8.3** 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.8.4** Invoices presented by the Contractor shall indicate its place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.9 - FORCE MAJEURE AFFECTING THE CONTRACT OR THE ORDER(S)

- II.9.1** 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 an established case of force majeure.

II.9.2 Without prejudice to the provisions of Article II.1.3(e), 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.9.3 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 for the goods actually delivered and any service provided.

II.9.4 The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.10 - SUBCONTRACTING

II.10.1 The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.

II.10.2 Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.

II.10.3 The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.14.

ARTICLE II.11 - ASSIGNMENT

II.11.1 The Contractor shall not assign the rights and obligations arising from the contract, in whole or in part, without prior written authorisation from the Commission.

II.11.2 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 Commission.

ARTICLE II.12 - TERMINATION BY THE COMMISSION

II.12.1 The Commission 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 been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the contracting authorities can document;
- (d) 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 or she is established or with those of the country whose law is applicable to the Contract or those of the country where the Contract is to be performed;
- (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) where the Contractor is in breach of his or her obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission 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 Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;

- (j) 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.12.2 In case of force majeure, notified in accordance with Article II.9, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a quantity of goods corresponding to at least one fifth of the quantity of goods ordered.

II.12.3 Prior to termination under point e), h) or j), 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.12.4 Consequences of termination

In the event of the Commission 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 goods supplied and related services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

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

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

ARTICLE II.13 - CANCELLATION OF ORDERS

Where execution of the Order has not actually commenced within fifteen days of the date foreseen for the commencement of execution and the new date, if any, proposed by the Contractor is considered unacceptable by the Commission, the Commission may cancel such Order with no prior notice. Cancellation shall take effect from the day after the day on which the Contractor receives a registered letter with acknowledgment of receipt or equivalent.

The Commission may cancel an Order at any time during execution thereof on the grounds and under the conditions set out in Article II.12 with respect to the part still outstanding. The Contractor shall accept, as the aggregate liability of the Commission, payment of the price of the goods delivered by him as at the effective date of cancellation.

ARTICLE II.14 - CHECKS AND AUDITS

- II.14.1** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors is empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance of the last Order.
- II.14.2** The Commission or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the contract up to five years after payment of the balance of the last Order.
- II.14.3** In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last Order.

ARTICLE II.15 - AMENDMENTS

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

ARTICLE II.16 - CONFIDENTIALITY

- II.16.1** 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 execution of the Orders.
- II.16.2** 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 execution of the Orders.

ARTICLE II.17 - SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend performance of the Contract or pending Orders 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 Commission may at any time following suspension give notice to the Contractor to resume performance of the Contract or pending Orders. 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 Commission,
Stefan Pflüger, Head of Unit

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

Annex I to the Framework Contract:

Specification (Invitation to tender No 2006/ECFIN/R/4/01 of [*complete*] 2006)

Annex II to the Framework Contract:

Contractor's tender (No [*complete*] of [*complete*])

Annex III to the Framework Contract:
Model order form

	EUROPEAN COMMISSION	ORDER FORM (to be mentioned in all correspondence) No	Number of sheets	Sheet No	Date and reference of your offer
			<i>(Name and address of supplier)</i>		
Address					
Supplier code:					
DG and administrative unit: Country of origin: Currency of payment: Tel.: Fax.:					
This order is governed by the provisions of Framework Contract No _____ in force from _____ to _____ Acceptance of this order implies that the contractor waives all other terms of business or of execution of the works.					
DESCRIPTION OF THE GOODS and code			UNIT	QUANTITY	PRICE in (currency)
					UNIT PRICE TOTAL
-					
-					
Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Commission is exempt from all taxes and duties, including value added tax, on payments due in respect of this Order Form. [In Belgium, use of this order form constitutes a request for VAT exemption. The invoice must include the following statement: "Commande destinée à l'usage officiel des Communautés Européennes. Exonération de la TVA; article 42 § 3.3 du code de la TVA".]			Packaging Insurance Transport Assembly VAT		
			TOTAL:		
Place of delivery or implementation and/or Incoterm:			Supplier's signature <i>(confirmation that the order has been accepted)</i>		
Dispatched by:			Name:		
Final date of delivery or implementation:			Position:		
Terms of payment:			Date:		
Guarantee:					
Requesting department:					
Date of issue:					
Name/address of recipient:					

COPY:

Commitment

Chrono

Payment order

Inventory

Requester

Financial Proposal

CASE STUDY No 1

Price schedule

Company: _____
Date: _____
Signature: _____

As part of the information and communication activities relating to the euro, the Directorate-General for Economic and Financial Affairs is organising the "**Euro Bus**". The bus will tour the main cities of the 25 Member States providing the largest possible number of European citizens with information on the euro.

In this context, the Directorate-General for Economic and Financial Affairs wishes to place an order for the promotional products described below for distribution to the general public when the "**Euro Bus**" visits the main towns in Hungary.

Prices must include all direct and indirect costs relating to the supply of this promotional material.

Delivery of the products will be to Budapest. The delivery price is required for information only and will not be taken into account for purposes of evaluating these case studies.

Tenderers are requested:

1. to describe the specific approach they propose to adopt in order to provide the services requested.
2. to explain in detail all the stages in accordance with point 3.1 (Part 3) of the specification.
3. to indicate the costs for each article according to the unit prices indicated in the price list, and the final cost according to the quantity requested for each article.

4. to indicate clearly the services or parts of services which are to be subcontracted.
5. to highlight clearly the additional articles/services in accordance with point 3.4 (Part 3) of the specifications.
6. to send with the tender an article comparable to those requested in this case study, as per the technical description of the product.

Product	Technical description	Information to feature on the product	Number of units required (u)	Unit cost in euros (€u)	Total price per product in euros (€)
1. Ballpoint pen I	Ballpoint pen in transparent plastic, with clip. Printed with 1 motif, 1 colour.	Web address of the Directorate-General for Economic and Financial Affairs.	50 000 u	€u	€
2. Magnets	Format approximately 50 x 20 x 0.8 mm.	Logo of the Prince euro programme in Hungarian.	50 000 u	€u	€
3. Sticker	Printed with 1 motif, 4 colours.	Logo of the Prince euro programme in Hungarian.	100 000 u	€u	€
4. Balloon	Ø approximately 30 cm. Printed with 2 motifs, 1 colour.	Euro symbol. Logo of the Prince euro programme in Hungarian.	100 000 u	€u	€
5. Automatic currency converter	Plastic. Automatic currency converter in euros and the Hungarian currency, pre-programmed with a hypothetical conversion rate of €1 = HUF 1000.	Web address of the Directorate-General for Economic and Financial Affairs. Logo of the Prince euro programme in Hungarian.	50 000 u	€u	€
6. Lapel pin	Euro symbol in gold. Lapel pin with butterfly clasp. Format approximately 15 mm.	Euro symbol.	100 000 u	€u	€
7. Badge holder (Strap)	Strap width 2.5 cm. Polyester with metal fastener. With safety	Web address of the Directorate-General for Economic and	50 000 u	€u	€

	mechanism and clasp. Printed with 1 motif, 1 colour.	Financial Affairs.			
8. Keyring I	Plastic. Format: approximately 8 x 4 cm. Printed with 1 motif, 1 colour.	Euro symbol.	100 000 u	€u	€
9. Coin selector	Plastic. 1 slot for each of the 8 euro coins. Each compartment must have enough space for 5 coins.	Web address of the Directorate-General for Economic and Financial Affairs. Logo of the Prince euro programme in Hungarian.	50 000 u	€u	€
10. Fabric shopping bag	100% cotton with long handles (approximately 70 cm). Printed with 2 motifs, 1 colour.	Front: map of the EU with the countries of the euro area highlighted. Logo of the Prince euro programme. Back: euro symbol (large).	25 000 u	€u	€
11. Plastic bag	Plastic, 1 colour. Use: carrying A4 format publications. Printed with 2 motifs, 1 colour.	Front: map of the euro area integrated into that of the EU. Logo of the Prince Euro Programme in Hungarian. Back: euro symbol (large).	75 000 u	€u	€
12. Sachets containing chocolate euro coins units¹	Chocolates in the form of the 1 euro coins of the countries belonging to the euro area. Each chocolate to be wrapped separately in such a	12 euro currency units.	25 000 u	€u	€

¹The **currency units** involved are the EUR 1 coins of the countries belonging to the euro area. There are currently 12 such countries: Belgium, Denmark, Germany, Greece, Spain, France, Italy, Luxembourg, Netherlands, Austria, Portugal, Sweden and Finland. If other countries join the euro area during this framework contract, **the contractor will be required to add the new currency units to this product.**

	way that it is possible to recognise the various currency units.				
13. Mug	Porcelain mug. Format: Ø approximately 80 mm, H approximately 100 mm, holds approximately 0.25l. Printed with 2 motifs, 4 colours.	Logo of the Prince euro programme in Hungarian. Web address of the Directorate-General for Economic and Financial Affairs.	25 000 u	€u	€
14. Cap for teenagers	6 panels with Velcro fastener. Inset in another colour. Decorative fabric button. 100% cotton. One size. Printed with 2 motifs, 1 colour.	Logo of the Prince euro programme in Hungarian. Euro symbol.	25 000 u	€u	€
15. Cap for adults	6 panels with Velcro fastener. Inset in another colour. Decorative fabric button. 100% cotton. One size. Printed with 1 motif, 1 colour.	Euro symbol.	25 000 u	€u	€
16. Cap for children up to the age of 10	100% combed cotton. One size. Printed with 2 motifs, 4 colours.	Logo of the Prince euro programme in Hungarian. Euro symbol.	25 000 u	€u	€
17. T-shirt	Classic 100% cotton t-shirt, pre-shrunk, elasticated collar, one colour.	Logo of the Prince euro programme in Hungarian. Web address of the	50 000 u (10 000 of each size)	€u	€

	Sizes: S, M, L, XL and XXL. Packaged individually. Printed with 2 motifs, 4 colours.	Directorate-General for Economic and Financial Affairs.			
SUB-TOTAL Order					€
SUB-TOTAL Delivered to Budapest					€
GRAND TOTAL (Order and Delivery to Budapest)					€

CASE STUDY No 2

Price schedule

Company: _____

Date: _____

Signature: _____

The Directorate-General for Economic and Financial Affairs is organising a conference on the euro in Vilnius, to be attended mostly by Lithuanians. The conference will conclude with an official dinner attended by high-profile European and Lithuanian politicians and economists.

On the same day, the Directorate-General for Economic and Financial Affairs will be staging the official opening of an exhibition on the euro, also aimed at the general public. The exhibition will run for two months.

In this context, the Directorate-General for Economic and Financial Affairs wishes to place an order for the promotional products described below for distribution to the participants and speakers at the conference (including VIPs), as well as to those taking part in the opening ceremony of the exhibition and to the public visiting it.

Delivery of the products will be to Vilnius. The delivery price is required for information only and will not be taken into account for purposes of evaluating these case studies.

Tenderers are requested:

1. to describe the specific approach they propose to adopt in order to provide the services requested.
2. to explain in detail all the stages in accordance with point 3.1 (Part 3) of the specification.
3. to indicate the costs for each article according to the unit prices indicated in the price list, and the final cost according to the quantity requested for each article.
4. to clearly indicate the services or parts of services which are to be subcontracted.
5. to highlight clearly the additional articles/services in accordance with point 3.4 (Part 3) of the specification.
6. to send with the tender an article comparable to those requested in this case study, as per the technical description of the product.

Product	Technical description	Information to feature on the product	Number of units required (u)	Unit cost in euros (€u)	Total price by product in euros (€)
1. Notepad	A4 format. Recycled paper. Cover made of paper thicker than the pages. Plain white pages.	On the cover: logo of the Prince euro programme in Lithuanian and English.	200 u	€u	€
2. Ballpoint pen I	Ballpoint pen in transparent plastic, with clip. Printed with 1 motif, 1 colour.	Web address of the Directorate-General for Economic and Financial Affairs.	1 000 u	€u	€
3. Ballpoint pen III	Silver-plated metal ballpoint pen, with clip. Engraved with euro symbol. Individually packaged in case.	Euro symbol.	50 u	€u	€
4. Keyring II	Silver-plated metal keyring. In the form of the euro symbol. Format: approximately 8 x 4 cm. Individually packaged in case.	Euro symbol.	50 u	€u	€
5. Briefcase	Imitation leather with pockets, with room for pens and business cards. Format: approximately 39 x 29 x 6 cm. Packaged individually.	Engraved with euro symbol. Logo of the Prince euro programme in Lithuanian and English.	200 u	€u	€
6. Laser pointer	Silver-plated metal laser pointer. Individually packaged in case.	Engraved with euro symbol.	50 u	€u	€
7. "Euro" trophy	Euro symbol in metal (height:	Euro symbol.	50 u	€u	€

	approximately 10 cm) attached to a cube-shaped base (format: approximately 6 x 6 x 6 cm). Individually packaged in case.				
8. Lapel pin	euro symbol in gold. Lapel pin with butterfly clasp. Format: approximately 15 mm.	Euro symbol.	1 000 u	€u	€
9. Badge holder (Strap)	Strap 2.5 cm. With safety mechanism and clasp.	Web address of the Directorate-General for Economic and Financial Affairs. Euro symbol.	1 000 u	€u	€
10. Balloon	Ø approximately 30 cm. Printed with 2 motifs, 4 colours.	Euro symbol. Logo of the Prince euro programme in Lithuanian.	1 000 u	€u	€
SUB-TOTAL Order					€
SUB-TOTAL Delivered to Vilnius					€
GRAND TOTAL (Order and Delivery to Vilnius)					€

Financial identification form

http://europa.eu.int/comm/budget/execution/ftiers_en.htm

Legal entity form

http://europa.eu.int/comm/budget/execution/legal_entities_en.htm

Declaration of the candidate's eligibility

Tenders will not be considered if the candidates are in any of the following situations¹:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) they have 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 they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) they have been the subject of a judgment 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) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations;
- g) they are subject to a conflict of interests;
- h) they have been guilty of misrepresentation in supplying the information required or have failed to supply this information.

..... (Name)

..... (Signature)

..... (Date)

¹ In compliance with Articles 93 and 94 of the Financial Regulation applicable to the general budget of the European Communities.

Letter of submission of tender

Dear Sir/Madam,

Please find enclosed the tender of [*tenderer's name*] in response to open invitation to tender No 2006/ECFIN/R4/01 for the supply of promotional material.

This tender contains the following documents (please tick the corresponding box as appropriate):

<p>Detailed presentation of the company focusing on its experience in relation to the subject of this invitation to tender, including the tenderer's name and business name, his legal form, the address of his registered office, his telephone and fax numbers, e-mail address and internet address, the names of his legal representatives, his VAT number and his trade register entry number. <i>Annex No ... page...</i></p>	YES	NO
<p>Letter(s) signed by the authorised representative of each of the other parties designating the company and/or the person who will represent the consortium. <i>Annex No ... page...</i></p>	YES	NO
<p>Completed legal entity form (Annex 3 to the specification) and obligatory supporting documents for private companies/ individuals/public sector companies (where applicable) <i>Annex No ... page...</i></p>	YES	NO
<p>Completed financial identification form signed by an authorised representative of the tenderer and his banker (Annex 2 to the specification) <i>Annex No ... page...</i></p>	YES	NO
<p>Signed declaration of the candidate's eligibility (Annex 4 to the Specifications) <i>Annex No ... page...</i></p>	YES	NO
Selection criteria (in accordance with Part 3, point 2):		
<p>Proof of the economic and financial capacity of the tenderer(s) (in accordance with Part 3, point 2.1 of the specification) <i>Annex No ... page...</i></p>	YES	NO
<p>Proof of the technical and professional capacity of the tenderer(s) (in accordance with Part 3, point 2.2 of the specification) <i>Annex No ... page...</i></p>	YES	NO
<p>The tender has been signed and all the pages corresponding to this letter</p>	YES	NO

of submission of tender have been initialled by an authorised representative.		
Award criteria (in accordance with Part 3, point 3):		
Description of the concept <i>Annex No ... page...</i>	YES	NO
Description of the design, originality and diversity in the choice of the products <i>Annex No ... page...</i>	YES	NO
Illustration of the graphic design with four proposals for each of the three elements requested <i>Annex No ... page...</i>	YES	NO
Description of the product quality <i>Annex No ... page...</i>	YES	NO
Description of the social and environmental criteria <i>Annex No ... page...</i>	YES	NO
Description/indication of production, manufacturing deadlines, packaging and delivery deadlines <i>Annex No ... page...</i>	YES	NO
Case study No 1 (Annex 1) <i>Annex No ... page...</i>	YES	NO
Case study No 2 (Annex 1) <i>Annex No ... page...</i>	YES	NO

.....
(Signature of the authorised representative¹)

Forename
Name:
Position:.....
Date:

¹ All the pages of this letter must be initialled by the authorised representative(s)