

# **GENERAL INVITATION TO TENDER**

## **No ECFIN/A/2011/001**

### **SPECIFICATIONS**

#### **DATA SUPPLY SERVICES BOND AND EQUITY DATA**

**Ref: OJ 2011/S 60-096433 dated 26/03/2011**

- Part 1: Technical description
- Part 2: Administrative details
- Part 3: Assessment and award of a contract
- Annex 1: Compulsory reply form for the declaration of the candidate's eligibility
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- Annex 3: Compulsory reply form for the I.T. Technical Requirements Questionnaire
- Annex 4: Draft Framework Service Contract

# Glossary

Tenderer	Participating Company in this Call for Tender
DG ECFIN	Directorate General Economic and Financial Affairs of the European Commission
IT	Information Technology
ESRB	European Systemic Risk Board
IPO	Initial Public Offering
CDOs	Collateralised Debt Obligation
CLOs	Collateralized loan obligations
CDS	Credit Default Spreads

## **PART 1: TECHNICAL DESCRIPTION**

### **1 NATURE OF THE CONTRACT**

The purpose of this invitation to tender is to conclude a Framework service contract with a company capable of delivering financial data on bonds and equity markets, with a focus on volumes and allowing for different degrees of aggregation.

### **2 BACKGROUND**

Since the beginning of the financial crisis, the monitoring of financial markets has been intensified in the European Commission and the tasks of the newly created Directorate on macro-financial stability in the Directorate General Economic and Financial Affairs (DG ECFIN) require access to more timely and granular financial data than hitherto been available in the European Commission. Whereas prior to the financial crisis, the analysis was largely focused on sovereign debt markets and developments at the aggregated level (i.e. 10-year rates, overall issuance volumes), the analysis of debt security markets has become much more extensive and granular over the last years. This implied the widening of the analysis to bank funding markets, to corporate bond markets and the coverage of new market segments such as CDS markets, markets for state-guaranteed bonds, securitisation markets. In addition to price and yields developments on bond markets, the monitoring of volumes and specific characteristics of bond issuances (ratings, collateral) has gained in importance.

The Directorate of financial stability and monetary affairs in the Directorate General Economic and Financial Affairs (DG ECFIN-E) monitors and analyses developments on security and derivative markets. The Directorate is itself not active on financial markets, but uses data to analyse market developments with a view to their implications for macro-financial stability, macroeconomic performance and public finances. The data serves as input to analysis within the Commission as background for framing policy proposals, for reports to Member States and in economic publications. Moreover, the Directorate General Economic and Financial Affairs (DG ECFIN) contributes to the new European Systemic Risk Board (ESRB), which started to operate as of 2011, on which the Commissioner for Economic and Monetary Affairs is a voting member.

This call for tender concerns the delivery of the required financial data for further use by DG ECFIN.

### **3 SCOPE OF THE CONTRACT**

#### **3.1 Framework Service Contract:**

**3.1.1 The Authorising Department intends to conclude a Framework Service Contract.**

**3.1.2 The tenderer whose bid is selected will be offered a Framework Service Contract for a maximum of four years. The preferred date for signing the Framework Service**

**Contract is 01 March 2012. The duration of the contract and renewal conditions are determined in Article I.2. of the Framework Service Contract (Annex 4).**

**3.1.3 Signature of the Framework Service Contract imposes no obligation on the Commission to purchase. Only implementation of the Framework Service Contract through orders detailing the type of services required by a Directorate General of the Commission is binding on the Commission.**

**3.1.4 While DG ECFIN is the main consumer of this type of data in the European Commission, the Framework Contract will allow DG ECFIN or other Directorates General of the Commission to conclude orders on the Framework Service Contract for the requested services.**

### **3.2 Volume (indicative):**

3.2.1 Please note that the total value of the Framework Service Contract depends on the quantities the Directorates General will order. The Commission cannot at this stage commit itself to exact quantities to be ordered. However, the total of licences is estimated around eight, with a minimum of one licence covering the two types of services as mentioned in sections 5.2.1 and 5.2.2.

3.2.2 It should be possible to easily add to this number in the future, by means of a negotiated procedure without prior publication of a contract notice pursuant to Article 91 of the financial regulations<sup>1</sup> and Article 126 (1f)<sup>2</sup> of the implementing rules.

## **4 OBJECTIVES**

- 4.1 The services required by the Commission should not only cover the provision of high-quality financial data (see point 5), but also the technical requirements (see point 6), to ensure compatibility with the DG ECFIN's IT infrastructure
- 4.2 Data obtained via this call for tender will mainly be used by the Commission internally. However, data will also go (in an aggregated form) into various and regular reports published by the Commission throughout the year. The data will also be used for analytical purposes and for the production of rankings or market shares for different market segments (currency, maturity, ranking, origin of issuer, collateral, etc.)
- 4.3 In that context, the contractor shall transfer to the Commission all said rights on the data and shall warrant that the Commission has the rights, including but not expressly limited to the rights mentioned below, to

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<sup>1</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CONSLEG:2002R1605:20071227:EN:PDF>

<sup>2</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2007:111:0013:0045:EN:PDF>

- use, re-use and edit the data, as a whole or parts of them, notably in reports;
- exploit, aggregate and disaggregate the data ;
- Use the data to prepare charts and tables and thereby including the editing of metadata, subtitles, legends or other graphic, visual, audio or work elements, also in different languages;
- distribute data to external contractors of the Commission in the frame of their service contract;
- distribute the reports with or without modifications to them;
- display the reports publicly;
- put the reports on the Internet;
- communicate the reports to the public by telecommunication, by electronic publication, by press information services, by downloadable and non-downloadable files, by communication with computer terminals, messages and wire service, by electronic and non-electronic publications, or by any other media of expression now known or later developed;
- store the data;

as well as any other rights that are necessary for the Commission to use the data as described in the present Specifications.

- 4.4 Providers will perform the task requested by the Commission and will carry out their work taking into account existing security requirements and working in cooperation with the relevant Commission department .

## **5 DESCRIPTION OF THE SERVICE REQUESTED**

### **5.1 General requirements**

#### **5.1.1 Quality of the data**

The raw data have to be ideally provided by the market participants directly and their reliability should be checked by the database provider. Transparency on the methodologies used by the provider for the quality check is requested.

#### **5.1.2 Data Coverage, Data Breakdown and length of the series**

The database should include information about individual equity and debt issuances, with data being complete and dating back as long as possible. It should cover global markets and allow for issuers' industry, sector, market or currency breakdowns and analysis, on historical volumes as well as maturity profiles for bonds issued in the past. It would be an advantage if the time series were forward-looking and cover announced issues.

The data on the transactions must be broad and detailed, giving all the relevant information about the bond or equity issue at the time that it is sold into the primary market. It must also include details of the issuer itself at the time the deal is priced, such as rating, listing, company business description, country of business and incorporation.

### **5.1.3 Customisable Database**

The database must be customisable to meet the requirements of the particular fields or areas we are interested in, and provide details of each transaction at the time the deal is priced. As well as volume tables, it should be also possible to generate rankings at many levels, to see, for instance, how much debt or equity have specific firms issued over a period of time, and get a quick list of the deals that fall into that variable.

The available tools should be user-friendly with different possible filters but also be efficient, quick and easy to maintain. The underlying software must allow for good aggregation, filtering and download facilities in a flexible manner. The information must be comprehensive and detailed.

## **5.2 Detailed description of the data needed**

### **5.2.1 First type of service: Equity Capital Markets**

The Commission should be able to access the following data:

- Initial Public Offerings (IPO's);
- Seasoned Equity Offerings (SEO's)
- Redemptions
- Tracking of announcements and actual submissions

The database must allow the production of a wide variety of specific analysis and rankings allowing data to be analyzed in numerous ways. For example, automate recurring reports on a weekly, monthly or quarterly basis, integrate data with Microsoft Excel.

### **5.2.2 Second type of services: Bond markets**

The following aggregated data are requested to reinforce the monitoring of developments on bond markets:

- Global bond issuance
  - by country (US, Euro area, UK, Japan, Others...);
  - by region (US, Euro area, UK, Japan, Others...)
  - by type of issuer (Corporate issuers, Financial institutions, Government, Agency);
  - by rating category (not rated, HY, IG-AAA, AAA)
  - by type of bond (high-yield bonds, covered bonds, retained, guaranteed)
- Global syndicated loans by country, region, industry, purpose
- Global securitization issuance by country, region, type of collateral, retained
- Global CDO and CLO issuance by country, region, collateral

### **5.2.3 Currencies**

Transformation in common currency needs to be possible. The possibility of conversion into EUR and USD is essential; the possibility to convert in other currencies (GBP, DKK, SEK) would be an asset.

## **6 IT TECHNICAL REQUIREMENTS**

### **6.1 General Requirements**

The provision of data must be accompanied by the service of the support team of the data provider, which is there to answer any questions at normal business time in Brussels via the phone or email. The database support analysts must possess a high degree of industry knowledge and be constantly on hand to provide help in using any of the data provider's systems. Product training must be provided upon request and should be tailored to meet user requirements. In case the tenderer proposes a software or add-in, the latter must be compatible with European Commission Reference configuration: Windows Seven 64 bits and Office 2010 32 bits.

### **6.2 User needs**

#### ***6.2.1 Interface***

Data are to be made available in a Microsoft Excel 2010 format (xls, xlsx), whereas the European Commission will define the exact specifications of the format during contract execution.

#### ***6.2.2 Contingency solution***

In case of a fall back, the data must be accessible from an alternative operational site.

### **6.3 Management Needs**

The data provider is expected to deliver support on technical questions or problems as well as on the underlying data. A helpdesk with a good response time (maximum time to acknowledge: one hour) should be available. Time for problem resolution should not exceed one business day.

## **7 PLACE OF PERFORMANCE**

The data feed shall be provided in Brussels and/or in Luxembourg.

## **PART 2: ADMINISTRATIVE DETAILS**

### **8 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 these specifications (including Annexes 1 to 4) and waives all other terms of business. The Commission's **draft Framework Service Contract** (Annex 4) is its preferred one, though the tenderer may propose an alternative, provided that it conforms to the Commission's financial regulations.
- Submission of a 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.
- Once the Commission has received the tender, it shall become the property of the Commission and the Commission shall treat it confidentially.
- The protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

### **9 NO OBLIGATION TO AWARD THE CONTRACT**

- Fulfilment of adjudication or invitation to tender procedure shall not involve the Commission in any obligation to award the Contract.
- The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted, nor shall it be liable in the event of its deciding not to award the contract.

### **10 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 statutes, mode of operation, technical and financial capacity, such as result from the contributions of its various members. It is such a consortium that will bear the technical and financial responsibility for the contract and will present the requested 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 item 1, if their joint offer is accepted. In such a situation, the Tenderer will have to provide the legal form, the envisaged draft statutes and mode of operation of the consortium, the various technical and financial contributions as well as the guarantees envisaged.
3. The offer originates from companies not wishing to constitute formally a consortium as a separate legal entity and thus constituting effectively an association. In such a case, the offer will be submitted in the form of subcontracting (see section 11), in which case one of the companies shall assume the 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 sections 14.1 “administrative information”, 15 “information for assessment of exclusion criteria” and 16 “information for assessment of selection criteria” must be provided for all members participating in the tender.

## **11 SUBCONTRACTORS**

- Where, in a bid, the amount of the services 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 shall not be required to provide documents on his financial and economic capacity.
- The bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in section 8 above.
- Tenderers must inform the subcontractor(s) that Article II.17 of the Framework Service Contract will be applied to them
- Once the contract has been signed, Article II.13 of the above-mentioned Framework Service Contract shall govern the subcontracting.
- All databases must be available for purchase from the contractor. The Commission will not be able to contract directly with third parties.

## **12 TERMS OF PAYMENT**

Payments shall be made in accordance with Articles I.5 of the Draft Framework Service Contract (Annex 4)

## 13 CONTRACTUAL TERMS

The Commission's draft Framework Service Contract (Annex 4) is its preferred one, though the tenderer may propose an alternative, provided that it conforms to the Commission's financial regulations.

In the latter, the contract proposed by the tenderer will be submitted to the Commission's legal service and will be negotiated in the context of the Commission's financial regulations with the tenderer's legal department.

The absence of an annexed draft contract from the tenderer in the offer will automatically result in the use of the Framework Service Contract.

The failure of the negotiations between the two legal services concerning the alternative contract proposed by the tenderer will result either in the application of the Framework Service Contract proposed in Annex 4 or the award of the framework contract to another tenderer, or no award being made under this call for tenders.

## 14 CONTENT OF THE TENDER

All tenders / bids must be presented in three sections.

### 14.1 Administrative proposal

- the tenderer's name and/or business name;
- a clear description of the tenderer's legal form;
- address of the tenderer's registered office;
- the tenderer's telephone and fax numbers, e-mail address and where available, Internet address;
- the names of the legal representatives (directors, etc) of the tenderer, authorised to sign contracts with third parties on behalf of the organization;
- the tenderer's VAT number and trade-register entry number;
- A legal entity form<sup>3</sup>
- A bank identification form filled in and signed by an authorised representative of the tenderer and his banker.<sup>4</sup>
- A declaration of the candidate's eligibility; certifying that he/she is not in one of the situations listed in articles 93 and 94 of the Financial Regulation of the European Communities (Official Journal L 248 of 16/09/2002) (see attached Annex 1)

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<sup>3</sup> [http://ec.europa.eu/budget/info\\_contract/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/info_contract/legal_entities_en.htm)

<sup>4</sup> [http://ec.europa.eu/budget/info\\_contract/ftiers\\_en.htm](http://ec.europa.eu/budget/info_contract/ftiers_en.htm)

- Proof of Financial and Economic Capacity : documents listed in Part III – Point 16.1
- Proof of Technical and professional competence : documents listed in Part III – Point 16.2
- other substantiating documents if the candidate or tenderer cannot, for valid reasons, provide those indicated above
- Optionally, a draft Contract (under the conditions as described in section 13).

## **14.2 Technical proposal**

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract. The technical proposal must meet the technical specifications and provide, as a minimum, all the information needed for the purpose of awarding the Contract. Some guidelines are given below, but attention is also drawn to the award criteria (see Part 3 point 17), which define those parts of the technical proposal to which the tenderers should pay particular attention. The level of detail of the tender will be extremely important for the evaluation of the tender:

- Tenderers should include in their bids a complete and structured description of the information available relating to the services requested set out in Part I (points 5.1.1, 5.1.2, 5.1.3, 5.2.1, 5.2.2, and 5.2.3.) giving an answer to each of the points mentioned with regard to services requested.
- Tenderers should provide a clear description of the informatics aspects described in Part I (Point 6) including:
  - a technical description of proposed solutions and all other requested information relating to management needs and user needs. Information on the availability of a helpdesk and indicative response times should be given.
  - **The filled in compulsory IT questionnaire in Annex 3**

After the opening of the tenders, tenderers could be requested by the Evaluation Committee:

- To provide electronic files containing bond and equity data samples which would be taken into account in the evaluations. The samples, to be specified by the Commission and identified by ISIN numbers, will be subject to the examination with respect to Award criteria A1 and A2 as mentioned in point 17.
- To allow the evaluators a free trial of the software that may be taken into consideration in the evaluation with respect to all award criteria.

### **14.3 Financial proposal**

**14.3.1 Prices must be quoted in euro, including for the countries which do not form part of the euro zone. For the tenderers of the countries which do not form part of the euro zone, the amount of the offer cannot be revised because of exchange rate movements. The choice of exchange rate belongs to the tenderer, who assumes the risks or opportunities associated with these exchange rate movements.**

**14.3.2 Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.**

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderer's responsibility to contact his national authorities to clarify the way in which the European Union is exempt from VAT;

**14.3.3 The prices for each year must be fixed amounts, inclusive of all expenses for the services as requested in Part I - points 4, 5 and 6. The tenderer is invited to provide two price schedules as outlined below using the forms in Annex 2:**

- Schedule No1: Price for one licence in DG ECFIN
- Schedule No 2: Price for any additional licence in DG ECFIN or other Directorates General of the European Commission

**14.3.4 For your guidance, the budget allocation over four years covering the order of one licence in DG ECFIN is estimated at around 160,000 euros (around 40,000 euros per year)**

**14.3.5 The price schedules must be signed by the tenderer or his duly authorised representative (Annex 2).**

## **PART 3: ASSESSMENT AND AWARD OF A CONTRACT**

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

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

The aim of each of these stages is:

- 1) to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract (see Annex 1);
- 2) to check, in the second stage (selection criteria), the technical and professional capacity as well as the economic and financial capacity of each tenderer who has passed the exclusion stage (see point 16 – selection criteria);
- 3) to assess, on the basis of the award criteria, each bid which has passed the exclusion and selection stages (see point 17 - award criteria).

In the case of consortia, the exclusion, selection and award criteria will be applicable to all the members of the consortium. The same principle will also be applied if there are sub-contractors.

The bid must clearly identify the subcontractors and document their willingness to accept the task and thus acceptance of the terms and conditions set out in Section 8 above.

Tenderers must inform the subcontractors that Article II.17 of the standard Framework Service Contract will be applied to them.

Once the Contract has been signed, Article II.13 of the above mentioned Framework Service Contract shall govern subcontractors.

### **15 EXCLUSION CRITERIA**

Tenderers falling within one or more of the following categories will automatically be excluded from the tendering procedure.

Tenders will not be considered if the candidates are in any of the following situations:<sup>5</sup>

- (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

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<sup>5</sup> In compliance with Articles 93 and 94 of the Financial Regulation applicable to the general budget of the European Communities.

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 faced with a conflict of interest;
- (h) they have been guilty of misrepresentation in supplying the information required or have failed to supply this information.

Tenderers or their representatives must fill in and sign the form in Annex 3 to these specifications. By completing this form, tenderers:

- state whether or not they are in one or more of the situations described in the form; and
- undertake to submit to the Commission any document relating to the exclusion criteria that the Commission may see fit to request.

If the value of the tender (including possible renewals) is equal to or over 133 000€ the tenderer to whom the contract is to be awarded shall be required to submit, before signing the Contract, evidence confirming his declaration on honour, by providing:

- for point (a), (b) or (e): a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- for point (d), a recent certificate issued by the competent authority of the State concerned. Where no such certificate is issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Depending on the national legislation of the country in which the tenderer or candidate is established, the documents referred to in the above two paragraphs shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

Wherever the tenderer is a consortium of firms or groups of service providers, the above-mentioned information must be provided for each member or group.

However, in case such evidence confirming the declaration on honour has already been submitted to the Commission for the purpose of another procurement procedure, and provided that the issuing date of the documents does not exceed one year and that they are still valid, the tenderer to whom the Contract is to be awarded is allowed to send a copy of the relevant documentation together with a declaration on honour that no changes in his situation have occurred.

## **16 SELECTION CRITERIA**

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

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

If several service providers are involved in the bid, each of them must have and show that they have the professional and technical capacity to perform the tasks assigned to them in the tender and the required economic and financial capacity. This rule applies to all service providers, regardless of the percentage of tasks they intend to execute, once they have chosen to be tenderers. However, if the tender includes subcontractors whose tasks represents less than 20% of the Contract, those subcontractors are not obliged to provide evidence of their economic and financial capacity.

### **16.1 Financial and economic capacity**

All tenderers (and subcontractors whose tasks are equal to or exceed 20% of the Contract) must provide one or more of the following proof of economic and financial capacity:

- appropriate statements from banks or evidence of professional risk indemnity insurance;
- a complete copy, certified by the tenderer's authorised representative, of the tenderer's audited annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks) for the past two years, as approved by the general assembly of the company and, where applicable, published. These documents must be certified by the tenderer. For environmental reasons, the documents may be joined to the offer on a readable electronic support.
- a statement of overall turnover and turnover concerning the tasks, supplies or services covered by this contract for the last three financial years;
- 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.

## **16.2 Technical and professional competence:**

The next criteria will be used to assess the candidate's ability to supply the data on the basis of the following documents:

### ***16.2.1 Expertise and experience***

- 1) A list of the principal services provided in the areas covered by this tender in the past three years, with the sums; dates and recipients, public or private.
- 2) If this service was done in part by subcontractors, tenderers must clearly indicate their own role and contribution. Tenders from consortiums of undertakings or groups of service providers must specify the role, qualifications and experience of each of the members of the consortiums or group. In such cases, one of the tenderers must be designated as the main contractor.
- 3) A list of the methodologies used by the tenderers to ensure the quality of check of the data.

### ***16.2.2 Technical capabilities***

- 1) Statement whether the contractor can meet the requirements outlined in Part 1 points 5 and 6 including alternative solutions.
- 2) Statement of whether the contractor's current organisation includes a helpdesk both for data contents questions and IT questions; information on the location of helpdesk, as well as its availability times.
- 3) Statement describing the services which can be provided by tenderers directly.
- 4) Description of the internal quality management procedures put in place by tenderers to ensure quality control of the services provided.
- 5) Organisation chart of tenderer's company
- 6) The completed I.T. Technical Requirements Questionnaire set out in Annex 3. Any lack of answer will be considered as a negative answer. All questions marked as "Yes, mandatory" must be positively replied. The tenderer who could not satisfy one or more mandatory IT requirements would be not selected.

16.3 Bids from tenderers who do not satisfy the exclusion and/or selection criteria will not be considered for the award of the contract.

16.4 Tenderers who do not provide the documents required regarding the exclusion and selection criteria will be excluded.



*Tenderers' attention is drawn to the fact that any total or partial omission of information for which one or more service providers involved in the tender are responsible may lead the Commission to exclude the tender from the rest of the procedure.*

## 17 AWARD CRITERIA

The Commission will award the contract under the best-value-for money procedure. The tender offering the best value for money shall be the one with the best price-quality score determined on the basis of the award criteria as detailed below:

<b>Award criteria and their relative weights</b>	<b>Maximum points</b>
<b>A) Technical evaluation</b> based on the information relating to the proposed approach and the services offered	<b>70</b>
<b>B) Price</b> schedules relating to this call for tenders	<b>30</b>
<b>C) Total</b> score for the tender	<b>100</b>

*Since assessment of the tenders will focus on the quality of the proposed services, tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score.*

### 17.1 Technical evaluation based on the information relating to the proposed approach and the services offered

A score of less than 47 out of the maximum of 70 points for the technical evaluation or a score of less than 50% on each of the quality award criteria will result in the elimination of the tenderer.

	<b>Qualitative award criteria</b>	<b>Weighting (maximum points)</b>
	According the description of the services requested in points 5 and 6, the proposals will be evaluated under different aspects	
A.1.	Data Quality - as described in point 5.1.1 - For Equity and Fixed Income Securities	<b>20</b>
A.2.	Data Coverage, Data breakdown and length of the series: - as described in points 5.1.2, 5.2.1, 5.2.2 and 5.2.3 - For Equity and Fixed Income Securities	<b>30</b>
A.3.	Customisable database - as described in point 5.1.3 - For Equity and Fixed Income Securities	<b>10</b>
A.4.	IT technical Requirements: - as described in point 6 - on the basis of the answers provided in the IT questionnaire	<b>10</b>
<b>A</b>	<b>Total Weighting (maximum points)</b>	<b>70</b>

After the opening of the tenders, tenderers may be requested by the Evaluation Committee:

- To provide electronic files containing bond and equity data samples which would be taken into account in the evaluations. The samples, to be specified by the Commission and identified by ISIN numbers, will be subject to the examination with respect to award criteria A1 and A2.
- To allow the evaluators a free trial of the software that may be taken into consideration in the evaluation with respect to all award criteria.

## 17.2 Price schedules relating to this call for tenders

**Tenderers should establish their price schedules and submit prices on the compulsory form given in Annex 2.**

- "P" will be the score obtained for the financial evaluation. "P" will be calculated taking into consideration the price for all services with reference to points 4, 5 and 6.
- The evaluation will be made on basis of the filled in forms given in Annex 2 (Price schedules No 1 and No 2. Prices should be submitted for up to four annual orders, consisting in one initial year and up to three further renewals of the orders.
- The formula for obtaining the score is as follows: Let "p" be the total price for the whole period (the initial year and renewals) for price schedule No 1 and for 3 licenses under price schedule No 2 and let "n" be the number of years involved. The average annual price, Y, is defined as:

$$Y = p / n$$

$$\text{Where } p = A + (B \times 3 \text{ lic.})$$

Where price A can be found in Price Schedule n°1 contained in Annex 2 and where price B can be found in Price Schedule n°2 contained in Annex 2.

Let  $Y_{\min}$  be the lowest average annual price from amongst the tenders scoring the minimum required in the technical evaluation (see Section 17.1).

Then the score, P, out of 30, is calculated as:

$$P = 30 Y_{\min} / Y$$

The Commission reserves the right not to select any tender if the amounts tendered exceed the budget envisaged for this project.

Note: The quantities mentioned above are for the purposes of evaluation and shall form part of the subsequent Framework contract, however if the contractor grants cheaper prices for higher volumes then the Commission should also benefit from these prices.

## 17.3 Award of the contract

The contract will be awarded to the most economically advantageous tender on the basis of the award criteria, where the final score is calculated as follows:

Total score for the tender (C) = Points awarded for quality (A) + Points awarded as a result of the price comparison (B)

## **18 OPENING OF TENDERS**

The tenders received will be opened on 18 May 2011 at 11:00 in the Commission building at Avenue de Beaulieu 24, B-1160 Brussels.

An authorised representative of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending an e-mail at least one day in advance to:

Mr. R.Felke  
Head of Unit  
Directorate General Economic and Financial Affairs  
B-1049 Brussels  
e-mail: [ecfin-databases@ec.europa.eu](mailto:ecfin-databases@ec.europa.eu)

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

## **19 AWARD COMMITTEE**

The process of awarding will take place as from May 2011. An awarding committee is to be set up for this purpose.

## **20 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.

**COMPULSORY REPLY FORM FOR THE FINANCIAL PROPOSAL  
CALL FOR TENDER: ECFIN/A/2011/001  
DATA SUPPLY SERVICES: BOND AND EQUITY DATA**

**ECFIN/A/2011/001**

**Declaration of the candidate's eligibility**

By signing this form, I certify that the tenderer does not find him/herself in any of the following situations:<sup>1</sup>

- (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 faced with a conflict of interest;
- (h) they have been guilty of misrepresentation in supplying the information required or have failed to supply this information.

..... (Name)  
..... (Signature)  
..... (Date)

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

**COMPULSORY REPLY FORM FOR THE FINANCIAL PROPOSAL  
CALL FOR TENDER: ECFIN/A/2011/001  
DATA SUPPLY SERVICES: BOND AND EQUITY DATA**

**NB:****1) Value added TAX.**

Tenderers are required to indicate prices exclusive of VAT. Tenderers subject to VAT in Portugal and the Netherlands, which operate a system of VAT reimbursement to the Commission, are required to indicate the VAT rate applicable to the fixed costs quoted: Applicable VAT RATE.....%

2) Tenderers are reminded to provide sufficient information to enable their offer to be assessed on the basis of the award criteria.

**TENDERER:** .....

**1) Price schedule No. 1 ( MANDATORY)**

**Object:** The tenderer is asked to give a price schedule for four years for one LICENCE as detailed in Part II – Point 14.3.3 of the specifications.

	Initial Year For 1 licence	Second Year For 1 licence	Third Year For 1 licence	Fourth Year For 1 licence	TOTAL For 1 licence
First type of service (Equity Capital Markets) and Second type of service (Bond Markets)					<b>A<sup>7</sup></b>

..... (Name)  
 ..... (Signature)  
 ..... (Date)

<sup>7</sup> "A" represents the total price over four years for one licence. This amount will be used in the formula mentioned in point 17.2 for the financial evaluation.

**2) Price schedule No. 2 ( MANDATORY)**

**Object:** The tenderer is asked to give a price schedule for four years for any additional orders for DG ECFIN users or for users from any other Directorates General of the European Commission as detailed in sections 14.3.3. of the specifications.

	Initial Year For any additional licence (price per licence)	Second Year For any additional licences (price per licence)	Third Year For any additional licences (price per licence)	Fourth Year For any additional licences (price per licence)	<b>TOTAL</b> For any additional licences (Total price per licence for four years = <b>B</b> )
First type of service (Equity Capital Markets) and Second type of service (Bond Markets)					<b>B</b> <sup>8</sup>

..... (Name)  
 ..... (Signature)  
 ..... (Date)

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<sup>8</sup> "B" represents the total price over four years for one additional licence. This amount will be used in the formula mentioned in point 17.2 for the financial evaluation: "B" will be multiply by three licences.

### I.T. TECHNICAL REQUIREMENTS QUESTIONNAIRE

The questionnaire has been broken into two parts.

The first part contains the compulsory requirements to which the contractor must be able to give a positive response. These requirements are classed as selection criteria (as described in Point 16.2.2 - 6) and any negative response will mean the tenderer will not be selected. Any lack of answer will be considered as negative answer.

The second part of the questionnaire contains optional IT requirements which will be evaluated as described in Point 6 and Point 17.1 with respect to award.

#### PART 1 : SELECTION CRITERIA

##### 1.1) Program - General

	<b>YES</b>	<b>NO</b>
Is your program compatible with Office 2010 32 bits? (Yes, mandatory)		
Is your program compatible with MS Windows Seven 64 bits? (Yes, mandatory)		

##### 1.2) Connection

	<b>YES</b>	<b>NO</b>
Is the program compatible with a proxy connection with login and password? (Yes, mandatory)		

##### 1.3) User Interface

	<b>YES</b>	<b>NO</b>
Do you provide at least one user interface? (Yes, mandatory)		
If yes, is it (are they) your own interface(s)?		

##### 1.4) Training and Technical Support

Does your support team offer installation assistance? (Yes,		
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mandatory)		
Does your support team offer a helpdesk service to fix problems? (Yes, mandatory)		
Have you got a <b>Hotline</b> for: - technical problems (Yes, mandatory) - product utilization (Yes, mandatory)		

PART 2 : AWARD CRITERIA

2.1) Installation

	<b>YES</b>	<b>NO</b>
Do you use MSI (Microsoft Installer) for the installation of your product?		
Is it possible to install your product with a profile other than that of the user?		
Are some network alternatives installing features available to ease the maintenance work?		
Is it possible to install your product successfully without administrator rights?		
If you have an Excel Add-in, can the installation be done automatically?		
If yes, does it work at security level "medium" as set in the Excel Tools/Macro/Security menu?		
After the installation, do you have a log file compatible with MIF (Management Information Format) structure?		
Does it need a plug-in for Internet Explorer 8 to be installed on each computer?		

Comments

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## 2.2) Licensing

	<b>YES</b>	<b>NO</b>
Do you offer a concurrent licence system (i.e. a licence system where a pool of users shares a group of licences)?		
If yes, is it compatible with cluster based on Windows 2008 R2 and also with the concept of virtualised server?		
Do you offer a site licence?		
Is each licence specifically linked to a PC or an IP address?		
If yes, is the licence always compatible with the installation of a new PC?		
Is each licence specifically linked to a User?		
If yes, the licence can be move to another user without your intervention?		

### Comments

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## 2.3) Program

### 2.3.1) General

	<b>YES</b>	<b>NO</b>
Is it compatible with Excel services in MS Sharepoint 2007?		
Can it run on a Windows Terminal Server 2003 or 2008 R2 (used by teleworkers)?		
If yes, what is the licence system using on terminal server?		
Is the program compatible with a roaming profile?		
Is it compatible with Internet Explorer 8?		
Does it use the .net framework from Microsoft?		
If yes, what version?		
Does it use Sun Java virtual machines?		
If yes, what version?		

#### Comments

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### 2.3.2) Connection

	<b>YES</b>	<b>NO</b>
Does the access to your database use the standard port (http:80)?		
Does it need specific ports?		
If yes which ones?		

Can you briefly describe the connection used by your end-user product to interface with your database (protocol, connection type, etc)?

## 2.4) User Interface

	<b>YES</b>	<b>NO</b>
If yes, is it (are they) your own interface(s)?		
Do you have a user interface not requiring Excel to be started?		

Please describe (results, display options, graphics features, integration Microsoft's Office suite, personalization options, etc.).

## 2.5) Excel Add-in

	<b>YES</b>	<b>NO</b>
Do you provide your own Add-in?		
Is your Excel Add-in compliant with Office 2003 and 2010 (32 bits version) and certified by a commercial certification authority?		
If yes, please give the name of the certification authority:		
Do you have dynamic links to the database that can be refreshed?		
If yes, when?		

### Comments

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2.6) Training and Technical Support

	<b>YES</b>	<b>NO</b>
Does your support team offer software training for end-users and in-house maintenance staff?		
Do you propose 'On-site' assistance if needed		
Does your support team assist the end-users in quickly finding data?		
Do you have documentation – "help on-line"		
Does your company have a specific service level agreement (SLA)?		

Comments:

- 1) If you have a Hotline, what are the opening times it is available?
- 2) If you have a SLA, in case of a technical problem, can you indicate the average response time?

2.7) Other features



<i>Analytical features</i>	<b>YES</b>	<b>NO</b>
Do your products provide analytical functions/tools (Smoothing, Trend, Seasonal Adjustment, Regression, etc...)? If yes, please enumerate and describe them.		
Are these analytical functions available inside the: User interface only Excel Add-in only Both (the Excel add-in and the proposed user interface)		
<i>Searching &amp; Navigation</i>		
What concepts are available to the user for finding specific series? e.g. country, domain, variable, frequency etc. Please specify		
Can time-series be found using metadata search criteria?		
Can queries be performed across multiple data concepts (countries, topics, ...)?		
<i>Graphics</i>		
What types of graphs do you offer?		

Comments



EUROPEAN COMMISSION  
DIRECTORATE GENERAL  
ECONOMIC AND FINANCIAL AFFAIRS  
Policy strategy and co-ordination  
**Forecasts and economic situation**

## FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – **ECFIN-2012-XXX**

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Reinhard Felke, Head of Unit, Directorate General 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 Contractor"), [*represented for the purposes of the signature of this contract by [forename, surname and function,]*]

of the other part,

HAVE AGREED

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

**Annex I** – Tender Specifications (Invitation to Tender No ECFIN/A/2011/001)

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

**Annex III** – Order Form

**Annex IV** – Price Schedule

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

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

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

## **I – SPECIAL CONDITIONS**

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

- I.1.1** The subject of the Contract is Data Supply Services – Bond and Equity Data.
- I.1.2** Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through orders is binding on the Commission.
- I.1.3** Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and execute the provision of services in accordance with all terms and conditions of the Contract.
- I.1.4** The Contract does not confer on the Contractor an exclusive right to provide the services described in Annex I to the Commission.

### **ARTICLE I.2 - DURATION**

- I.2.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the order enters into force.
- I.2.3** The Contract is concluded for a period of 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 shall be returned signed before the Contract to which they refer expires.  
The Contract shall continue to apply to such orders after its expiry, but no later than 9 months.
- I.2.5** The Contract shall be renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other before expiry of the period indicated in Article I.2.3. Renewal does not imply any modification or deferment of existing obligations.

### **ARTICLE I.3 –PRICES**

- I.3.1** The price of the individual orders will be set in accordance with the price schedule in Annex IV and will be based on the number of licences ordered.
- I.3.2** Prices shall be expressed in EUR.
- I.3.3** Prices must be a fixed amount during the first year of the contract. For annual renewals of the contract, prices will be subject to an agreed maximum upward adjustment as indicated in the Contractor's price schedule (joined in Annex IV).

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

**I.4.1** Within twenty working days of an order form being sent by the Commission to the Contractor, the Commission shall receive it back, duly signed and dated. The period allowed for the execution of the tasks shall start to run on the date the Contractor signs the order form, unless a different date is indicated on the form.

## **ARTICLE I.5 – PAYMENT PERIODS**

**I.5.1.** Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations (with regards to Article I.5.3) by the date on which the invoice is submitted.

**I.5.2** Invoices can be submitted on a quarterly, semi-annual or annual basis.

**I.5.3** The invoicing of the services specified under section I.1.1. of the present contract can only be done upon activation of the individual order forms and proper functioning of the services, on the basis of agreed prices and services supplied.

**I.5.4** The invoice must indicate the reference numbers of Framework Service Contract and the Order Form.

**I.5.5 Invoices shall be sent to the address indicated in the order forms.**

**I.5.6** The payment shall be made within 30 days of the date of receipt by the Commission of the invoice.

For Contractors established in Belgium, the orders 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 dell'articolo 72, comma 3) paragrafo 3 del D.P.R. n. 633 del 26/10/1972 come modificato da ultimo dal D.L. n. 323 del 20/06/1996 convertito in Legge n. 425 dell' 8/8/1996".*

## **ARTICLE I.6 – BANK ACCOUNT**

Payments shall be made to the Contractor's bank account denominated in euro<sup>9</sup>, identified<sup>10</sup> as follows:

Name of bank: [complete]  
Address of branch in full: [complete]  
Exact designation of account holder: [complete]  
Full account number including codes: [complete]  
*IBAN*<sup>11</sup> code: [complete]]

## **ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS**

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract and order or specific contract numbers. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses<sup>12</sup>:

### Commission:

European Commission  
Directorate-General Economic and Financial Affairs  
Directorate Policy strategy and co-ordination  
**Unit A4 - Forecasts and economic situation**  
1049 Brussels

### Contractor:

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

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

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

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<sup>9</sup> Or local currency where the receiving country does not allow transactions in EUR.

<sup>10</sup> By a document issued or certified by the bank.

<sup>11</sup> BIC or SWIFT code for countries with no IBAN code.

<sup>12</sup> Fax number and e-mail accounts may be added. If an e-mail account is given, incoming e-mails should be redirected if the account holder is absent and a clause should be added specifying what is considered to be the reference date of the electronic communication (date of sending, receiving or opening).

## **ARTICLE I.9 – DATA PROTECTION**

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

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

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

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

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

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

Either contracting party may, of its own 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 services ordered and executed before the termination date. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the

documents required by the Special Conditions for the services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.



## **II – GENERAL CONDITIONS**

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

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

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

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
  - the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.
- II.1.7** In the event of disruption resulting from the action of a member of the Contractor's staff working on 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 tasks assigned to him resulting from the replacement of staff in accordance with this Article.

**II.1.8** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

**II.1.9** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the 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 penalties or liquidated damages provided for in Article II.16.

## **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 caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. 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 by the Contractor 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. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

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

**II.3.1** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the 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 additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the 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 unjustified advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

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

## **ARTICLE II. 4 – INVOICING AND PAYMENTS**

**II.4.1** Pre-financing:

Where required by Article I.5.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

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

The guarantor shall stand as first-call guarantor and shall not require the 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 work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month or, at the latest, three months after the issuance of a recovery order. The cost of providing such guarantee shall be borne by the Contractor.

#### **II.4.2 Interim payment:**

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

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

If the report is a condition for payment, on receipt the 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.

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

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

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

If the report is a condition for payment, on receipt the 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 and 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. 5 – GENERAL PROVISIONS CONCERNING PAYMENTS**

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

**II.5.2** The payment periods referred to in Article I.5 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the 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 and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.5 shall begin to run again once the suspension has been lifted.

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

## **ARTICLE II. 6 – RECOVERY**

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

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

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

- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.

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

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

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

## **ARTICLE II. 9 – CONFIDENTIALITY**

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

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

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

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

## **ARTICLE II. 11 – TAXATION**

- II.11.1** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2** The Contractor recognises that the 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 Union.
- II.11.3** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.11.4** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.



## **ARTICLE II. 12 – FORCE MAJEURE**

- II.12.1** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.12.2** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.12.4** The contracting parties shall take the necessary measures to reduce damage to a minimum.

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

- II.13.1** The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.
- II.13.2** 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.13.3** 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.17.

## **ARTICLE II. 14 – ASSIGNMENT**

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

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

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

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the 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 execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen days<sup>13</sup> of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations;

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<sup>13</sup> This period can be modified in the Special Conditions depending on the nature of the contract.

- (l) when due to the termination of the contract with one or more of the contractors there is no minimum required competition within the multiple framework contract with reopening of competition.

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

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

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

**II.15.4** Consequences of termination:

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

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

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

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

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

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

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

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

**ARTICLE II. 18 – AMENDMENTS**

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

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

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

**SIGNATURES**

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

For the Commission,  
[forename/surname/function]

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

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

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

# **ANNEX I TO THE FRAMEWORK SERVICE CONTRACT**

**Tender Specifications** (Invitation to tender ECFIN/A/2011/001)

## **ANNEX II TO THE FRAMEWORK SERVICE CONTRACT**

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

## ANNEX III TO THE FRAMEWORK CONTRACT

### ORDER FORM No [complete]

governed by the provisions of Framework Contract No [ECFIN-2012-XXX] signed on [complete]

European Commission Directorate-General [complete] [Directorate [complete]] [Unit [complete]] [Postcode and city]	Mr/Mrs/Ms [complete] [Function] [Company name] [Official address in full]	
Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the Commission is exempt from all taxes and dues, including value added tax, on payments due in respect of this order form. <i>[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 de l'Union européenne. Exonération de la TVA; article 42 § 3.3 du code de la TVA".]</i>		
Description of the services	Quantity	Price
<b>TOTAL PRICE</b>		<u>                    </u>
<i>[Fixed price without reimbursable costs] [Reimbursable costs up to a maximum amount of EUR ... to be added to the price according to the conditions laid down in the Contract]</i>		
<i>[The duration of the tasks shall not exceed complete].</i>	<i>Other details:</i>	
<i>[Execution of the tasks shall start from [the date of Contractor's signature of this order form] [complete date].]</i>		

Acceptance of this order implies that the Contractor waives all other terms of business or of execution of the services.

For the Commission,  
 [forename/surname/function]

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

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

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

Done at [Brussels], [date]

Done at [Brussels], [date]



# **ANNEX IV TO THE FRAMEWORK CONTRACT**

## Price Schedule