

GENERAL INVITATION TO TENDER

No ECFIN 2012 013/A

TITLE: Data Supply Services: Macro-economic and financial data

Period 2013-2017

OJ 2012/S 154-256518 dated 11.08.2012

SPECIFICATIONS

- Part I: Technical description
- Part II: Administrative details
- Part III: Assessment and award of a contract

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- Annex 3: IT requirements questionnaire
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PART I : TECHNICAL DESCRIPTION

1. NATURE OF THE CONTRACT

This invitation to tender is to conclude a framework service contract for the provision of Data Supply services as the current framework contract for economic databases in use at the Commission approaches its expiry date.

2. BACKGROUND

The Treaty on the European Union (EU) places upon the European Commission, Directorate General Economic and Financial Affairs (DG ECFIN), specific tasks of economic policy and analysis for the Euro Area and the EU as a whole. DG ECFIN's core operational objectives are:

- to ensure a smooth functioning of the EU's Economic and Monetary Union;
- to prepare the gradual enlargement of the euro area;
- to identify economic and financial challenges at an early stage, to effectively deal with and mitigate risks, and to make the EU economy more resilient to unforeseen external shocks. In this context, we support efforts to safeguard financial stability by establishing and operating an effective system of macroprudential supervision;
- to support economic prosperity, growth and stability not only within the EU but also at the international level by shaping global economic governance and EU international economic relations with a view to advancing EU interests and putting in place an efficient and robust policy framework conducive to a sustainable and balanced growth of the global economy, supported by an efficient and stable international monetary and financial system;
- to promote economic and financial efficiency in the design of other Community policies and in the functioning of a broad range of markets, with a particular attention to addressing innovation, growth and global challenges like climate change.

DG ECFIN aims at implementing a broad-based approach to conducting economic, budgetary, structural and financial surveillance, as a basis for timely policy assessment and policy advice. In order to promote a broad, informed and high quality policy debate based on sound economic analysis, the DG prepares and publishes a host of regular reports as well as numerous occasional publications.

DG ECFIN designs and implements large-scale macro-financial assistance programmes (often in cooperation with the IMF and the World Bank) to support Member States and partner countries facing severe financial or balance of payments difficulties. The DG also designs and implements, in close cooperation with the EIB, EIF and EBRD, EU-driven investment financing programmes and undertakes financial assistance programmes and financial market operations, also on behalf of other Commission Services.

Finally, DG ECFIN is responsible for the efficient financial management of off budget funds. DG ECFIN manages the financial assets of ECSS i.L. and important reserves of other

instruments, the management of which is entrusted to the Commission as well as borrowing and lending operations under the Treaties of Euratom, EC and ECSC in liquidation.

The DG maintains close working relations with a wide array of EU and international organisations, and regularly interacts with the academic community, market analysts and professional economists.

In order to assume these tasks, DG ECFIN staff require a comprehensive array of relevant, reliable and timely statistical information. Official economic statistical information on the EU is mainly produced through the European Statistical System, and it is conveniently accessible for users in DG ECFIN. However, user requirements exceed the readily available data both in terms of scope, coverage and timeliness so that access to supplementary information channels is necessary.

3. SCOPE OF THE CONTRACT

3.1 Framework service contract

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 1st April 2013. The duration of the contract and renewal conditions are determined in Article I.2. of the Framework Service Contract (Annex 4).

While DG ECFIN is the main consumer of this type of data in the European Commission, the Framework Contract will allow other Directorates General of the Commission to conclude orders for the same package of services.

3.2 Volume of orders under the framework contract (indicative):

Please note that the total value of the contract depends on the quantities the Directorates General will order. The Commission cannot at this stage commit itself to exact quantities to be ordered.

DG ECFIN maintains staff in Brussels and Luxembourg plus single staff members in the EU's delegations to key economic partners outside Europe (currently only in the delegations to the United States and to China). The vast majority of users are in DG ECFIN's Brussels site. Whether users in other locations will be covered by the orders depends on the licencing and pricing schemes offered. For the purposes of this call for tenders, users in DG ECFIN at its Brussels site may also include a small number of users in the cabinet of DG ECFIN's Commissioner.

DG ECFIN has around 50 teams whose work requires regular access to macro-economic data. Up to 300 economists and statistical assistants may work in those teams. The order to be placed by DG ECFIN is indicatively expected to be included in that range. The number of licences ultimately to be ordered depends on the price per licence.

After an initial order expected to be placed together with the signature of the framework contract, additional orders may be concluded with DG ECFIN.

Other orders may be concluded with other Directorates General of the European Commission.

4. OBJECTIVES

The services required by the Commission under point 5 ("Content") concern the provision of high quality economic data (as detailed under point 5.1 and 5.2). Apart from the coverage and quality of the data, issues of technical management are also of importance (as detailed under point 5.3. "*I.T. requirements*"), to ensure compatibility and continuity of service by allowing existing systems to continue to be used.

Data supplied under the contract will be used internally. Limited amounts of data extracted on one PC may be shared with other users within the same Directorate General via spread-sheets in the context of analytical work. Data may be quoted in Commission publications, with due acknowledgement to the source. Regular publication of specific data series acquired under this contract is not foreseen.

DG ECFIN is currently working on a project to modernise its internal forecast data management system (FDMS). A part of this project is a central data repository which puts together data from several public sources and puts them at the disposal of users within DG ECFIN that are involved in the preparation of macro-economic forecasts. If the terms of the contract to be concluded following this call for tender allow it, specific data series acquired under that contract shall be included in the FDMS data repository.

Providers will perform the tasks requested by the Commission and will carry out their work taking into account existing systems and working in cooperation with the relevant Commission departments, and in particular the units within DG ECFIN charged with the management of IT resources and the acquisition of external databases.

5. CONTENT

The monitoring of the economy, financial markets, budgetary policy and public finances as well as the coordination of economic policy of the euro area and of the EU as a whole, requires access to reliable, consistent, detailed and up-to-date macroeconomic data from the most relevant sources.

5.1 General data requirements

5.1.1 Data should be of high quality: It should be checked for errors and updated as soon as possible after the official release of information. Key indicators should be available very rapidly after release, and all series should be updated within 24 hours. The series should be from reliable, consistent and detailed sources.

5.1.2 Geographical coverage: World

European coverage is essential. Europe includes Member States of the EU, Candidates Countries and Other European Countries as listed at http://europa.eu/about-eu/countries/index_en.htm

In addition, the following countries should be well covered:

- Non-European OECD countries (United States, Canada, Japan, etc.) and Russia, China, India, Brazil

Moreover, as many as possible of the following countries should also be covered:

- European Neighbourhood Policy Partner countries (see the list at http://ec.europa.eu/world/enp/partners/index_en.htm)
- Other emerging economies (in Asia, Africa, Middle East, Central and Latin America and Eastern Europe).

5.1.3 Comparability of data: Data should be as much as possible comparable across countries in terms of underlying methods, concepts and classifications.

5.1.4 Length of the series: The series should be as long as possible.

5.1.5 Frequency: Where appropriate, the data should be available in several frequencies (including the highest existing one).

5.1.6 Sources: The database should cover the most relevant data sources for a given statistical domain (e.g. national statistical offices, central banks, ministries of finance, international organisations, private institutions). The database should allow for new sources and series to be added in the future at Commission users' request. The contractor should give a rapid answer about whether they agree to specific requests, and if positive, should add the data within a few days if easily available.

5.1.7 Source description: All data provided should come with a source description that allows identifying clearly the data producer and the specific data series.

5.1.8 Manipulation: The database should possibly provide functionalities for creating different country aggregates, for frequency conversion (mainly from higher to lower frequencies) and for currency conversions.

5.1.9 The contractor is expected to provide support for the conversion of existing MS-Excel files which route data from data supply services.

5.1.10 The contractor should be able to demonstrate that they can offer most of the data described here at the time of the evaluation procedure. For data not covered, the contractor must specify which data he would undertake to cover by the time the contract enters into force and which data would not be provided.

5.2 Detailed data requirements

Data to be provided should cover at least the following domains:

5.2.1. Detailed national accounts data according to internationally agreed methods (SNA/ESA), in values and volumes as appropriate, including:

main aggregates (including distributive transactions), main aggregates for general government, aggregates by industry (ISIC/NACE) and institutional sector (non-financial corporations, financial corporations, general government, households, non-profit institutions, rest of the world), financial and non-financial accounts by sector, balance sheets for financial and non-financial assets

Frequency: Annual and quarterly.

Coverage/breakdown: As detailed as possible and available.

5.2.2. Public finances

Government statistics including intra-annual budgetary statistics on a cash basis (revenues and expenditure, balance).

Frequency: Monthly, quarterly, annual.

Breakdown: As detailed as possible.

5.2.3 Other indicators related to economic activity

a) Macroeconomic forecasts on main economic indicators

Macroeconomic forecasts of key economic indicators such as GDP and main national accounts aggregates, inflation, unemployment, produced by international organisations (e.g. the IMF, OECD), national statistics producers or commercial enterprises.

Frequency: Annual; quarterly where applicable

Breakdown: as detailed as available from the forecast source

b) Business sentiment surveys by sector.

Detailed results from business surveys by sector from relevant institutional and commercial surveys (e.g. Reuters PMI, Markit PMI, the Conference Board, IFO, etc.).

Frequency: Monthly, quarterly, annual as appropriate

Breakdown: As detailed as possible, but at least by industry (manufacturing, services, construction) and components of synthetic indicators; by company size class if possible

c) Consumer confidence indicators.

Frequency: Monthly, quarterly, annual.

Breakdown: As detailed as possible.

d) Industrial sector statistics such as production, new orders

Frequency: Monthly, quarterly, annual.

Breakdown: As detailed as possible (by type of goods: intermediate goods, equipment goods, consumer goods, energy; by activity, by company size class if possible)

e) Service sector statistics such as turnover, wages.

Frequency: Monthly, quarterly, annual.

Breakdown: As detailed as possible (by type of goods, by activity (wholesale trade, retail trade, transport, tourism, ...), by company size class if possible).

- f) *Other cyclical and leading indicators* (such as capacity utilisation, staff shortages, job vacancies, layoffs, layoff announcements, new car registrations,).

Frequency: Monthly, quarterly, annual.

Breakdown: As detailed as possible, but at least by industry (manufacturing, services, construction).

5.2.4. International transactions

- a) Exports and imports of goods and services

By type of product and services and by origin / destination; trade balance, in values and volumes.

Frequency: Monthly, quarterly, annual.

Breakdown: As detailed as possible (by sector and type of goods and services).

- b) Regional and world trade statistics (imports, exports), in volume and value.

Frequency: Monthly, quarterly, annual.

- c) Detailed Balance of Payment statistics

Including detailed current, capital and financial accounts, direct investment in reporting economy, and direct investment abroad, portfolio investment, foreign exchange reserves, external debt.

Frequency: Monthly, quarterly, annual.

5.2.5. Demographics

Population data), including projections

Frequency: Quarterly, annual.

Breakdown: As detailed as possible (by sex, age, broad group of citizenship or origin).

5.2.6. Labour markets, wages and prices

- a) Labour market statistics

Employment, unemployment, labour force, participation and employment rates, working time, volume of hours worked. Data should also be available according to harmonised international definitions.

Frequency: Monthly, quarterly, annual.

Breakdown: As detailed as possible (private / public sector; by type of industry). Also, a breakdown by age and sex should be provided.

b) Nominal and real wages

Labour cost and unit labour cost indicators, earnings, minimum wages.

Frequency: Monthly, quarterly, annual.

Breakdown: As detailed as possible (private / public sector; by type of industry).

c) Price statistics:

Consumer price indexes (CPI) (including harmonised indices: HICP), core indices, house and property price indices, producer prices, import and export prices

Frequency: Monthly, quarterly, annual.

Breakdown: As detailed as possible (types of goods and services).

5.2.7. Monetary and Financial indicators

- a) 3-month interbank rates, other money market rates (O/N DEPO, O/N LEND, 1 Week REPO, EONIA/EURONIA), spot and forward money market rates, exchange rate data (bilateral, effective, real effective, spot and forward, purchasing power parities), monetary aggregates, EUR, UK, US swaps and cross-currency swaps (e.g. EUR/USD 3-month basis swap).
- b) ECB monetary policy operations (allotment, number of bidders, recourse to ECB's standing facilities, margin calls, SMP etc).
- c) Loans and bonds, including index-linked bonds, EMBI, government bond benchmarks - various maturities (also US and JP T-bills) including index-linked bonds and Markit indices (e.g. Markit Itraxx and Markit iBoxx), EMBI, CDS spreads (for sovereigns and major European and US banks), swaps and forward rates, financial futures (3M Euribor, FRAs, OIS, deposit rate futures, IMM),
- d) Policy rates (also US and UK), other rates (various instruments and maturities), credit conditions indicators, corporate credit spreads (e.g. from Markit Itraxx for European/non-European companies, financials/non-financials – senior and subordinated, domestic credit (including currency breakdown), yields and indices on covered bonds and ABS securities.
- e) Specific market indicators, market and financial system indicators provided by international organisations (IMF, OECD, ...), bank lending (with a breakdown by type economic agent), issuance of quoted shares and debt securities.
- f) Stock markets (key indices, volatility indices, sectoral indices for different markets, specific equities), other indicators on international bond spreads, mortgage market developments, balance sheet data (corporate, household, banking and insurance sector)

g) Balance sheet data (central banks, banking and insurance sectors).

Frequency: Daily, monthly, quarterly, annual (depending on availability)

Breakdown: As detailed as possible.

5.2.8. Energy statistics

a) Spot and forward oil and gas prices (by origin, in dollars and euro), energy production

b) Gas (natural gas and LNG)

c) Heating oil, diesel, gasoline, biofuels (biodiesel, bioethanol, ...), coal (coking coal and steaming coal), electricity, CO₂ (ETS), nuclear (U₃O₈, ...).

d) Prices, Volumes and Open-interest for all futures contracts

e) Open-interest for options on futures, when available

Frequency: Daily (including weekend days for electricity), monthly, quarterly, annual

Breakdown: As detailed as possible.

Markets: Nymex, ICE futures, ECX, EEX, Dow Jones ... as many as possible.

5.2.9. Commodities

a) Spot and forward commodities prices (by origin, in dollars and euro)

b) Agriculture products (wheat, corn, sugar, dry milk, livestock, meat, soybean, cotton, wool, food indexes, futures, ...)

c) Metals (Alumina, aluminium alloy, copper, nickel, lead, zinc, steel and iron ore, gold, silver and any other available)

d) Spot and forward prices and LME warehouse stocks

Frequency: Daily, monthly, quarterly, annual

Breakdown: As detailed as possible.

Markets: Dow Jones

5.3 IT requirements

The European Commission requires a system where each user can access the data via their PC. Concerning the main order with DG ECFIN, there are up to 300 people who may need to use this data, though the number of users active on any one day is much lower. Here, a cost effective site licence would be a definite advantage.

5.3.1 General requirements

When dealing with economic and statistical databases not only the content and the quality of the data are relevant but also the way they are accessed and shared using different interfaces and means. The present point stresses the relevant requirements related to information technology. They concern management aspects and user needs aspects.

Please note that some technical requirements are mandatory (*see Part III “Assessment and award of a contract”, Point 14 - A.(1) “IT technical requirements – award criteria”*).

Remark: IT Infrastructure consolidation (ITIC project)

In 2012 and 2013, the European Commission will centralize its PC support. DG ECFIN will no longer have control of the PC configuration. In this context, the contractor might have to adapt the configuration of its service to make it compliant with the new requirements following from the centralisation.

5.3.2 Management needs

The Commission wishes to avoid unnecessary burdens on internal IT staff. Their work can be helped if the contractor has appropriate solutions involving security, licence management, and support and training.

a) Security

The Commission has confidential data. In addition, there are threats from viruses, worms etc. For these reasons, the Commission network is protected against potential attack. The use of external database access tools should avoid opening a hole in the security. Some database providers propose a data retrieval system requiring connection to a specific port¹ or which imposes a direct IP address. Such approaches are not recommended because they require the agreement of the Security Directorate and imply extra management overhead following-up the ports and direct IP address.

b) License and installation

A flexible license system (“floating license”) will be preferred to a fixed licence system. A fixed system costs more in terms of maintenance time. Some fixed systems link a licence to a computer, its operating system and/or IP-address. This causes problems when end-users change, because they have to wait for support services to check the licence attribution and re-install the licence.

Linked to the issue of licensing, an easy client deployment scheme is recommended (for example a scheme where the upgrade can be made simply by updating the last version at a central point). Concerning a user interface other than Excel, a situation will be preferred where the installation consists of installing an icon on the end-users’ desktop. This icon could point at the Internet Explorer browser invoking a web application or could refer to a shared application located on a common shared network drive compatible with Windows Server

¹ Port opening requests are examined thoroughly by the Commission Security Directorate.

2008 architecture (the idea is to keep the program logic at a central point to facilitate upgrades and maintenance). Concerning Excel add-in interfaces (see further) an installation job should be available, executable through the Commission's software distribution tool, so that new Excel add-in versions can be deployed running this job remotely on each computer concerned.

c) Support and Training

A support is expected from the database service provider for its data and its interfacing IT tools. The database service provider should have an easily contactable helpdesk with a good response time. This should cover both IT Technical support (connection or use problems) and support with respect to the data contents.

Training is relevant since it will help the users make the best use of the different available data retrieval tools and help them to be more efficient in their work. The end-users training should include topics like: Excel add-in use (if relevant), importing provider's data, refreshing data, graphics features, copying data or graphs to a Microsoft Office 2010 suite application (Word, PowerPoint...) and how to navigate and find time series.

Finally online documentation or online help should be available for end-users.

5.3.3. User needs

IT tools for accessing the database should be end-user oriented. The data offered by the database server provider should be well documented with series descriptions (e.g.: source, frequency, last update, start date, end date,...). In addition, users should also be given some interface to retrieve time series data, convert it into different currencies and frequencies, or transform it in other ways, and visualize the information. It is important that value data can be converted into euros, and the preferred option, when feasible, is to convert currencies at the highest frequencies available, and then aggregate to lower frequencies.

As a rule, available tools should be user-friendly but also efficient and easy to maintain.

a) User interface

A specific user interface presenting data in a practical and complete way will be appreciated. Features like graphs and/or tables ready to be exported to office suite applications would be useful. The interface tool should provide a user-friendly means to navigate and show time series as well as their meta data (data source, data name, start date, end date, frequency, unit,...). If a "non-interactive" interface exists (e.g.: possibility of delayed or automated job mode) this would be appreciated too.

b) Excel add-in interface

Many users need to get data directly into Excel because it is their everyday work tool. It would therefore be highly appreciated if a user-friendly interface tightly integrated with Excel were available i.e. an Excel add-in interface.

This Excel add-in interface would enable end-users to connect to the provider database and retrieve the data directly into their spread-sheets. Ideally an Excel add-in would also include a refresh spreadsheet(s) feature that can be triggered at the user's request or when opening their worksheet. The time series meta data should still be visible (series name, ...) from Excel.

It is important for an Excel add-in to be MS Office 2010 certified. By a MS Office 2010 certified Excel add-in we mean²:

- An add-in which has been certified by a certification authority organization,
- An add-in which is compatible with the PC reference configuration supported by European Commission. By compatibility is meant that the add-in works without any changes needed in a PC's security features and network connection.

After the opening of the tenders, the selected tenderers may be requested to provide an in-depth demonstration or a short free trial of the offered service which would be taken into account in the evaluations.

² Such an add-in will not display error messages except the first time at installation.

PART II: ADMINISTRATIVE DETAILS

6. 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 the annexes) and waives all other terms of business

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

Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.

Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.

No information of any kind will be given on the state of progress with regard to the evaluation of tenders.

One original and three copies of the tender should be submitted.

Once the Commission has accepted 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.

7. 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.

8. 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 (cf. 9), 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 under points 11.1 “administrative proposal”, 12 “exclusion criteria” and 13 “selection criteria” must be provided for all members participating in the tender.

9. 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), the share (please specify %) of the services that will be executed by the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in points 6 and 7.

Tenderers must inform the subcontractor(s) that Article II.20 (Checks and audits) of the Framework Service Contract will be applied to them.

Once the contract has been signed, Article II.6 (Subcontracting) of the above-mentioned Framework Service Contract shall govern the subcontracting.

Failure to declare subcontracting may result in termination of the contract concluded with the Commission.

10. DETAILS OF THE CONTRACT

10.1 Terms of payment

Payments shall be made in accordance with Article I.5 of the draft framework service contract (Annex 4). The schedule and the procedure for the approval of payments and the documents

to be submitted are described in Articles II.15 to the draft framework services contract referred to above.

10.2 Contractual terms

The Commission' 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 case, the contract proposed by the tenderer will be submitted to the Commission's legal services 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.

11. CONTENT OF THE TENDER

All tenders must be presented in three sections: administrative, technical and financial.

11.1 Administrative proposal

The information required includes the following:

- 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 bank identification form filled in and signed by an authorised representative of the tenderer and his banker³

³ http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

- a legal entity form ⁴;
- 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 Annex 1)
- Proof of Financial and Economic Capacity : documents listed in Part III – Point 13.1
- Proof of Technical and professional competence : documents listed in Part III – Points 13.2 and 13.3
- other substantiating documents if the candidate or tenderer cannot, for valid reasons, provide those indicated above;
- an IT technical requirements questionnaire form (see Annex 3)
- financial proposal (see Annex 2 – three price schedules compulsory)
- optionally, a draft contract as well as the contact details of the tender's representatives nominated to negotiate with the Commission's legal services the specific details of the contract so that they conform with the Commission's financial regulations.

11.2 Technical proposal

The technical proposal must meet the technical specifications described in Part I and provide, as a minimum, all the information needed for the purpose of awarding the contract.

Tenderers should include in their bids:

- (1) Information relating to the general data requirements** set out in Part I – point 5.1, giving an answer **to each of the points mentioned:**
 - (a) Information on the policy of checking data: whether any checks are carried out on the data, and if so, which ones. (Point 5.1.1)
 - (b) Information on the policy for updates and the average delays for different frequencies (Point 5.1.1)
 - (c) A list of countries covered and available sources by countries (Point 5.1.2)
 - (d) Information on the comparability of the data provided (Point 5.1.3)
 - (e) Information on the length of the series and frequency (Point 5.1.4 and 5.1.5);
 - (f) Information on the type of sources used and on the policy concerning adding new sources and new series (Point 5.1.6)
 - (g) Information on the source descriptions available (Point 5.1.7)
 - (h) Information on the possibilities for creating different country aggregates, frequency conversions and currency conversion (Point 5.1.8).

⁴ http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

- (i) Information on their support for helping to convert existing Excel files (Point 5.1.9)
 - (j) A statement of the major gaps in the content of the database with reference to the requirements given in Part I – Point 5.2 (variables, frequencies, countries) and a statement of the gaps that would be covered by the time the Framework Service Contract enters into force. (Point 5.1.10)
- (2) **Information relating to the detailed data requirements** set out in Part I – Point 5.2, giving a complete and structured description of the data available **in a computer readable form** on data source, frequencies, and level of breakdown available for each domain described.
- (3) A clear description of the computing aspects described in Part I – Point 5.3 including: **The filled in compulsory questionnaire in Annex 3** and a detailed technical description of proposed solutions for management needs and user needs.

11.3 Financial proposal

11.3.1 Prices schedules

The tenderer is invited to provide two price schedules:

- 1) Price schedule No. 1, for the main order with DG ECFIN: The price quoted should be for 100 licences and for 200 licences, respectively.
- 2) Price schedule No. 2, for orders for additional users: This is mandatory if the quote is not for a site licence.

11.3.2 Use of the forms in Annex 2

The price schedules must be signed by the tenderer or his duly authorised representative. It should be submitted using the forms in Annex 2.

11.3.3 Currency

Prices should be quoted in euro. In case prices are quoted in another currency, the tender would be evaluated by converting the price into euro at the exchange rate prevailing on the date of the opening of the offers. The exchange rate would also be fixed in the contract. For bids in currency other than the euro, the tenderer assumes the risks or opportunities associated with these exchange rate movements.

11.3.4 Fixed price, VAT excluded

For each price schedule, the price must be a fixed amount for each of the 4 years, inclusive of all expenses, or be subject to a known maximum upward adjustment for inflation in annual renewals of the contracts.

As the Communities are exempt from all taxes and dues pursuant to the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967), value added tax (VAT) should not be included in the price tendered. Potential tenderers are informed that the Commission will take no account of VAT in examining the prices indicated in the various tenders.

The price quotation must be signed by the tenderer or his duly authorised representative.

11.3.5 Budget allocation

For your guidance, the budget allocation over four years is estimated as 1,200,000€.

PART III: 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 stage one 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 Part III, point 12 – exclusion criteria);
- 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 Part III, point 13 – selection criteria);
- 3) to assess on the basis of the award criteria each bid which has passed the exclusion and selection stages (see Part III, point 14 – 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 in the case that 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 point 6.

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

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

12 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:⁵

- (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

⁵ In compliance with articles 93 and 94 of the Financial Regulation applicable to the general budget of the European Communities.

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 EU 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 1 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.

Only 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.

13. SELECTION CRITERIA

13.1 Financial and Economic capacity

Financial and Economic capacity may be shown by means of one or more of the following:

- financial statements for the past 3 financial years,
- declaration concerning the sales turnover related to the field associated with the invitation to tender during the past 3 financial years,
- other substantiating documents if the candidate or tenderer cannot, for valid reasons, provide those indicated above.

13.2 Professional Capacity

- 1) a legal entity form⁶
- 2) the names of the legal representatives (directors, etc.) of the tenderer, authorised to sign contracts with third parties on behalf of the organization;
- 3) the tenderer's contact persons with telephone and fax numbers, e-mail address and where available, internet address;
- 4) the tenderer's VAT number and trade-register entry number;
- 5) a bank identification form filled in and signed by an authorised representative of the tenderer **and his bank**⁷

⁶ http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

⁷ http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

6) 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. For those tenders submitted by a consortium or grouping of service providers, the tender must contain:

- a document stating clearly the composition and constitution of the grouping or similar entity (company/temporary association/...), or the legal form their cooperation will take, should they be awarded the contract;
- a letter signed by each member stating its commitment to execute the services in the tender and precisising its role, described qualifications and experience.

7) For those tenders including subcontracting, the tenderer must submit:

- a document stating clearly the identity, roles, activities and responsibilities of the subcontractor(s) and specifying the volume/proportion of the tasks of (each of) the subcontractor(s), as well as the description of the quality control measures he intends to apply on the tasks to be carried out by (each of) the subcontractor(s);
- a letter of intent by (each of) the subcontractor(s) stating its unambiguous undertaking to collaborate with the tenderer if he wins the contract and the extent of the resources that it will put at the tenderer's disposal for the performance of the contract.

In the absence of it, a document stating that the tenderer does not intend subcontracting and that he/she will inform the Commission about any change in this situation.

The Commission reserves the right to judge if such change would be acceptable.

13.3 Technical Capacity

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

The technical proposal that will include all the information requested in point 11.2. The technical proposal should meet the technical specifications described in Part I and provide, as a minimum, all the information needed for the purpose of awarding the contract.

The completed questionnaire set out in Annex 3. These questions refer to "Technical Support matters" and the existence of a user interface. Any lack of answer will be considered as a negative answer.

The Commission reserves the right not to select any tender if the amounts tendered exceed the budget envisaged for DG ECFIN (see Part II point 11.3.5)

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

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

14. AWARD CRITERIA

The contract will be awarded to the tenderer who presents the most economically advantageous tender on the basis of the award criteria described below.

(A) Technical evaluation based on the information relating to the proposed approach and the services offered (maximum 65 points)

General remark: A score of less than 10 out of a maximum of 15 points for the IT technical requirements (Point A(1)) or a score of less than 44 out of a maximum of 65 points for the technical evaluation as a whole (Point A) will result in the elimination of the tenderers.

A.(1) <u>IT technical requirements - award criteria</u> (maximum points: 15)	
Award criterion	Information to be supplied
1. Management aspects <i>(maximum 5 points)</i>	Points 1 to 3 of the questionnaire in Annex 3
2. User tool aspects <i>(maximum 10 points)</i>	Points 4 to 7 of the questionnaire in Annex 3
General remarks:	
<p>The questionnaire in Annex 3 must be filled in by the tenderer, and will be used in the assessment process to award the call. The use of <u>this questionnaire is mandatory</u>. Without it, the offer will not be accepted. Please note that some of the technical characteristics are mandatory. In particular, for security reasons, access using the internet must support a proxy connection with login and password, and must use standard port http:80.</p> <p>In addition, after the opening of the tenders, selected tenderers may be requested by the Evaluation Committee to provide an in-depth demonstration or a short free trial of the offered service which would be taken into account in the evaluations.</p>	

A.(2) <u>Data requirements - award criteria</u> (maximum points: 50)

Award criterion	Information to be supplied = basis for the evaluation
<p>1. Quality and consistency of the proposal in respect of the general data requirements (maximum 20 points)</p>	<ol style="list-style-type: none"> 1) Information on the policy of checking data: whether any checks are carried out on the data, and if so, which ones. (Point 5.1.1) 2) Information on the policy for updates and the average delays for different frequencies (Point 5.1.1) 3) A list of countries covered and available sources by countries (Point 5.1.2) 4) Information on the comparability of data provided (Point 5.1.3) 5) Information on the length of the series and frequency (Points 5.1.4 and 5.1.5) 6) Information on the types of sources used and on the policy concerning the possibilities for adding new sources and new series (Point 5.1.6); 7) Information on the source descriptions available (Point 5.1.7) 8) Information on the possibilities for creating different country aggregates, frequency conversions and currency conversions (Point 5.1.8) 9) Information on the support for helping to convert existing Excel files (Point 5.1.9) 10) A list of major gaps in the content of the database with reference to the requirements given in Point 5.2 (variables, frequencies, countries) and a statement of gaps that would be covered by the time the contract enters into force (Point 5.1.10)
<p>2. Completeness of the proposal in respect of the detailed data requirements (geographical coverage, length of the series, availability of different series frequencies) and conversion possibilities (maximum 30 points)</p>	<p>A complete and structured description of the data currently available on data sources, frequencies, and level of breakdown available for each domain described under Point 5.2, in a computer readable form. Note that after the opening of the tenders, the selected tenderers may be requested by the Evaluation Committee to supply the latest data for a set of test series.</p>

(B.) Price schedule for the various services relating to this call for tenders (maximum points: 35)

The evaluation will be made on basis of the filled in forms given in Annex 2 (Price schedule No. 1)

Prices should be submitted for an initial order of a year, and for up to three further annual renewals of the order

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 200 licences as quoted in price schedule no. 1, and let $n=4$ be the number of years involved. The average annual price, P , is defined as:

$$P = p / n$$

Let P_{\min} be the lowest average annual price from amongst the tenders scoring at least 44 points in the technical evaluation (Part A).

Then the score, B , out of 35, is calculated as:

$$B = 35 P_{\min} / P$$

The final score (max. 100) shall be the technical evaluation (A) + (B) Price score

15. OPENING OF TENDERS

Tenders will be opened at 10.00 on 3 October 2012 at the following location:

Office address:

European Commission
Directorate General Economic and Financial Affairs
avenue de Beaulieu, 1
Room 05/105
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 a fax or e-mail at least 48 hours in advance to the address given in the invitation letter. 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.

16. AWARD COMMITTEE

The process of awarding will take place as from October 2012. An awarding committee is to be set up for this purpose.

17. 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.

Invitation to tender ECFIN 2012 013/A

Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest

The undersigned:

- in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator⁸*)
- or
- representing (*if the economic operator is a legal person*)

official name in full (*only for legal person*):

official legal form (*only for legal person*):

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;

⁸ To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).

f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

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

- For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

- For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.]

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

COMPULSORY REPLY FORM FOR THE FINANCIAL PROPOSAL

INVITATION TO TENDER ECFIN 2012 013/A

Data supply services: Macroeconomic and financial data

TENDERER:

Price schedule No. 1 (MANDATORY)

Object: For the main order with DG ECFIN (Brussels/Luxembourg): The prices quoted are for 100 and 200 licences, respectively. Please indicate explicitly in case the prices quoted are for a site licence.

ACTIONS/PHASES	Financial proposal in euro (excl. VAT) (*) PRICE FOR 100 LICENCES	Financial proposal in euro (excl. VAT) (*) PRICE FOR 200 LICENCES
Phase 1 (initial order)		
Phase 2 (1st renewal)		
Phase 3 (2 nd renewal)		
Phase 4 (3 rd renewal)		
TOTAL AMOUNT (Excl. VAT) For all phases		

Tenderers are reminded to provide sufficient information to enable their offer to be assessed on the basis of the award criteria. Please indicate the currency, if not in euro.

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

The price will not be subject to revision.

(*) *All costs associated with the completion of the work, including overheads such as infrastructure, administration, management costs and travel should be included in the financial proposal.*

COMPULSORY REPLY FORM FOR THE FINANCIAL PROPOSAL

INVITATION TO TENDER ECFIN 2012 013/A

Data supply services: Macroeconomic and financial data

TENDERER:

Price schedule No. 2

(MANDATORY if price schedule No 1 is not for a site license)

Object: Additional orders: The bidder is asked to give a price schedule for additional users (at DG ECFIN or other Commission services).

ACTIONS/PHASES	Financial proposal in euro (excl. VAT) (*) PRICE PER LICENCE IN EXCESS OF 100 LICENCES	Financial proposal in euro (excl. VAT) (*) PRICE PER LICENCE IN EXCESS OF 200 LICENCES
Phase 1 (initial order)		
Phase 2 (1st renewal)		
Phase 3 (2 nd renewal)		
Phase 4 (3 rd renewal)		
TOTAL AMOUNT (Excl. VAT) For all phases		

Tenderers are reminded to provide sufficient information to enable their offer to be assessed on the basis of the award criteria. Please indicate the currency, if not in euro.

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

The price will not be subject to revision.

(*) *All costs associated with the completion of the work, including overheads such as infrastructure, administration, management costs and travel should be included in the financial proposal.*

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 1965⁹.

Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption¹⁰.

⁹ OJEC L 152 of 13 July 1967

¹⁰ 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.

I.T. TECHNICAL REQUIREMENTS QUESTIONNAIRE – COMPULSORY

1) Installation

	YES	NO
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 alternative 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 require a particular setup (in this case, please describe below)?		
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 (IE) 8 and 9 to be installed on each computer?		

Comments

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2) Licensing

	YES	NO
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?		
Do you offer a site licence?		
Is each licence specifically linked to a PC?		
If yes, is the licence always compatible with the installation of a new PC?		
Is each licence specifically linked to a User?		
If yes, can the licence be moved to another user without your intervention?		

Comments

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3) Program

(a) General	YES	NO
Is your program compatible with Office 2010?		
Is your program compatible with MS Windows 7?		
Do you have a 64 bit version?		
Is it compatible with Excel services in MS Sharepoint 2010?		
Can it run on a Windows Terminal Server 2008 (used by teleworkers)?		
If yes, what is the licence system for using it on the terminal server?		
Is the program compatible with a roaming profile?		
Is it compatible with Internet Explorer 8 and 9 ?		
Does it use the .net framework from Microsoft?		
If yes, what version?		
Does it use Sun Java virtual machines?		
If yes, what version?		

Comments

(b) Connection	YES	NO
Is the program compatible with a proxy connection with login and password?		
Does the access to your database use the standard port (http:80) (Mandatory feature)?		
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.)?

4) User Interface

	YES	NO
Do you provide at least one user interface? (Mandatory feature)		
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.).

5) Excel Add-in

	YES	NO
Do you provide your own Add-in?		
Is your Excel Add-in compliant with Office 2010 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

6) Training and Technical Support

	YES	NO
Does your support team offer software training for end-users and in-house maintenance staff?		
Does your support team offer installation assistance? (Mandatory feature)		
Does your support team offer a helpdesk service to fix problems? (Mandatory feature)		
Do you have a Hotline for: <ul style="list-style-type: none"> - technical problems (Mandatory feature) - product utilization (Mandatory feature) 		

If you have a Hotline, what are the hours it is available?		
Do you propose 'On-site' assistance if needed		
Is your support team able to convert already existing Excel files so that they take their data from your database? (Mandatory feature)		
Does your support team assist the end-users in quickly finding data?		
Do you have documentation – “help on-line” (Mandatory feature)		
Does your company have a specific service level agreement (SLA)?		
If you have a SLA, in case of a technical problem, can you indicate the average response time?		

Comments

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7) Other features

(a) Analytical features	YES	NO
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)		

Comments

(b) Searching & Navigation	YES	NO
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>(a) Graphics</i>		
What types of graphs do you offer?		

Comments

Annex 4 Draft framework service contract



EUROPEAN COMMISSION

Directorate General
Economic and Financial Affairs
Dir A Policy Strategy and co-ordination
Unit A3 Models and Databases

DRAFT FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – [ECFIN/ /2013]

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

Ms Elena Flores Gual, Director Policy, strategy and co-ordination, 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 following Annexes:

Annex I	General Conditions for service contracts
Annex II	Tender Specifications (Invitation to Tender No ECFIN 2012 013/A of [<i>insert date</i>])
Annex III	Contractor's Tender (No [<i>complete</i>] of [<i>insert date</i>])
Annex IV	Order Form
Annex V	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 other Annexes.
- The terms set out in the Tender Specifications (Annex II) shall take precedence over those in the Tender (Annex III).

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 the delivery of economic and financial data services.
- 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 provide the service in accordance with the Tender Specifications annexed to the Contract (Annex II).
- I.1.4. The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex II 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
- I.2.3. The duration of the execution of the tasks shall not exceed 12 months. Execution of the tasks shall start from the date of entry into force of the Contract. Execution of the tasks may under no circumstances begin before the date on which the order 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. **Contract renewal**
The Contract shall be renewed automatically up to 3 times, each time for a period of execution of tasks of 12 months, unless written notification to the contrary is sent by one of the contracting parties and received by the other at the latest three months 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 – CONTRACT PRICE

- I.3.1. The price of the individual orders will be set in accordance with the price schedule in Annex V and will be based on the number of licences ordered.

This price also covers any fees payable to the Contractor in relation to the vesting of rights in the Union and where applicable the transfer of rights to the Union and any use of the results by the Commission.

I.3.2 Prices shall be expressed in EUR.

I.3.3 Price revision

The total amount referred to in the above paragraph shall be fixed and not subject to revision for the first year of performance 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 V).

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

I.4.1 Within 20 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 – PAYMENTS

I.5.1 Payments under the Contract shall be made in accordance with Article II.15. payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted..

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

I.5.3 The invoicing of the services specified under point 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 provisions of the Contract constitute a request for VAT exemption No 450, article 42, paragraph 3.3 of the Belgian VAT Code (circular 2/1978), provided the Contractor includes the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)” or an equivalent statement in the Dutch or German language.

ARTICLE I.6 – BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euro¹¹, identified as follows:

Name of bank:
Address of branch in full:
Exact designation of account holder:
Full account number including codes:
IBAN¹² code:

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract or to its implementation shall be made in writing in paper or electronic form and shall bear the Contract and order numbers. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below.

Electronic communication must be confirmed by paper communication when requested by any of the parties. The parties agree that paper communication can be replaced by electronic communication with electronic signature.

Communications shall be sent to the following addresses:

Commission:

Relating to the Framework Contract:

European Commission
Directorate-General Economic and Financial Affairs
Directorate A Policy strategy and co-ordination
Unit A3 - Ingo Kuhnert
CHAR 14/13
1049 Brussels

Email: ecfin-databases@ec.europa.eu

Relating to the Order Forms:

The Communication will be sent to the address of the Directorate General mentioned in the order form.

Contractor:

Mr/Mrs/Ms [*complete*]
[*Function*]
[*Company name*]

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

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

[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 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.

ARTICLE I.9 – DATA PROTECTION

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by Directorate General Economic and Financial Affairs (hereinafter referred to as "DG ECFIN") acting as data controller without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

ARTICLE I.10 - USE OF THE RESULTS

I.10.1 Modes of exploitation

All analysis, reports, computations, documented data, database format and data produced within this Contract and for which the rights vest in the Union and thereby the Union has acquired the ownership in accordance with Article II.10 may be used in the following way:

- i) distribution:
- publishing in paper copies
 - publishing in electronic form as downloadable/non-downloadable file
 - making available on internet
 -
 - public presentation or display
 - communication through a press information services,
 - inclusion in widely accessible databases or indexes
 - in any form and by any method existing at this date and in the future
 - giving access on individual requests without right to reproduce or exploit, as provided for by Regulation 1049/2001 regarding public access to European Parliament, Council and Commission documents
- ii) storage:
- in paper format
 - in electronic format

- iii) archiving in line with the applicable document management rules¹³
- iv) modifications made by the Commission or by a third party:
 - shortening
 - making a summary
 - modification of the content
 - technical changes to the content:
 - necessary correction of technical errors
 - adding new parts or functionalities
 - changing functionalities
 - providing third parties with additional information concerning the result (e.g. source code)
 - addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.,
 - preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.
 - extracting a part or dividing into parts
 - use of a concept or preparation of a derivate work
 - converting the format for storage or usage purposes
 - translate, subtitle, dub
- vi) use for own purposes:
 - making available to the staff of the Commission
 - making available to the persons and entities working for the Commission or cooperating with it, including: contractors, subcontractors whether legal or natural persons, EU-institutions, agencies and bodies, Member States institutions
 - installing, uploading, processing
 - arranging, compiling, combining, retrieving
 - making a copy, reproducing

I.10.2 Pre-existing rights, intermediaries, creators' rights

Where industrial and intellectual property rights, including rights of ownership and use of the Contractor and third parties, exist prior to the Contract being entered into, ("pre-existing rights") the Contractor shall establish a list which shall specify all pre-existing rights and disclose it to the Commission at the latest when delivering a final result.

All pre-existing rights to delivered results shall vest in the Union and thereby under the terms of the Contract be effectively transferred to the Union, as provided for in Article I.10.1.

The Contractor shall present relevant and exhaustive proofs of acquiring all necessary rights.

In case parts of the results were created by employees of the Contractor, documentary evidence shall be provided as to how the creators' or authors' rights were transferred to the Contractor, i.e. a copy of the relevant agreement or extract from the employment contract should be provided.

I.10.3 Partial vesting of rights (pre-existing or not pre-existing)

¹³ See Decision 2002/47/EC on document management, Decision 2004/563/EC on electronic and digitised documents and the Implementing Rules SEC(2009) 1643:
http://ec.europa.eu/transparency/archival_policy/legal_basis_en.htm

In case the partial vesting of particular rights to the results was envisaged in the tender specification and the offer, the Contractor shall list precisely at the moment of delivery of the final report at the latest all materials, information, IT tools, methodology and any other results or parts of the result to which third persons have rights, even if originally owned by the Contractor, or for which the right is not to be unconditionally given to the Union. For every listed item the Contractor shall describe precisely the scope of pre-existing rights and not pre-existing rights and the scope and the way, direct or indirect, of the partial vesting and thereby the effective transfer of rights to the Union.

The information obligation refers also to the intention of using any listed item referred to in the first paragraph for which the rights are already entirely or partially owned by the Union. This obligation is in addition to the duty to disclose pre-existing rights referred in Article I.10.2.

ARTICLE I.11 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 3 months formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract before the termination date. Article II.14.4 applies accordingly.

ARTICLE I.12 – CONTRACT CONCLUDED DURING STANDSTILL PERIOD

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

This article is not applicable for contracts not covered by Directive 2004/18/EC and in cases indicated in Article 158a(2) of the rules for the implementation of the Financial Regulation (Regulation No 2342/2002).

SIGNATURES

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

For the Commission,
Elena Flores Gual, Director Policy
strategy and co-ordination DG ECFIN

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

ANNEX I

II – GENERAL CONDITIONS FOR SERVICE CONTRACTS

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 has 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 executes 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.
- 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 at 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, 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 claim compensation or impose liquidated damages provided for in Article II.12.

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 sustained by the Commission in performance of the Contract, including in the event of subcontracting under Article II.6 but only up to three times the total amount of the Contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the Contractor or by its employees, the Contractor shall remain liable without any limitation as to the amount of the damage or loss.

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.

ARTICLE II.4 – CONFIDENTIALITY

II.4.1. 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.4.2. 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.5 – DATA PROTECTION

II.5.1 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 the entity acting as data controller provided for in Article I.9.

II.5.2 The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II.5.3 Where the Contract requires the processing of personal data by the Contractor, 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.

II.5.4 The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

II.5.5 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 use of 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 II.6 – SUBCONTRACTING

II.6.1. 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.6.2. 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.6.3. 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.20.

ARTICLE II.7 – AMENDMENTS

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

ARTICLE II.8 – ASSIGNMENT

- II.8.1.** 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.8.2.** In the absence of such authorisation, 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.9 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION ABOUT THE CONTRACT

- II.9.1.** 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 the Contract, in particular the identity of the Contractor, the subject matter, the duration and the amount paid. Where personal data is concerned, Articles I.9 and II.5 shall apply.
- II.9.2.** 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 distribute or publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.
- II.9.3.** Any distribution or publication of information relating to the Contract or use of outcome of the implementation of the Contract and provided as such by the Contractor shall require prior written authorisation from the Commission and, if so requested, shall mention that it was produced within a contract with the Commission. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.
- II.9.4.** 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.10 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

- II.10.1** A result shall be any outcome of the implementation of the Contract and provided as such by the Contractor.

A creator shall be any person who contributed to production of the result.

Pre-existing intellectual property rights, sometimes referred to as background technology, are any industrial and intellectual property rights which exist prior to the contract being entered into and include rights of ownership and use of the Contractor, the Commission and any third parties ("pre-existing rights").

It shall be a material term of the Contract and of the essence of the Contract that Contractors shall be under a duty to provide a list of pre-existing rights at the date of delivery of the final result the latest.

II.10.2 The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the Contract, shall be irrevocably and fully vested to the Union, which may use them as described in the Contract. All the rights shall be vested on the Union from the moment the results were delivered and accepted by the Commission.

For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the Contractor to the Union.

The payment of the fee under Article I.3 is deemed to include all forms of use by the Union of the results as set out in Article I.10.

The above vesting of rights in the Union under this Contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

II.10.3 Any intermediary sub-result, raw data, intermediary analysis made available to the Commission by the Contractor cannot be used by the Union without written consent of the Contractor, unless the tender specification explicitly provides for it to be treated as self-contained result.

II.10.4 The Contractor retains all right, title and interest in pre-existing rights not fully vested into the Union in line with Article I.10.2, and hereby grants the Union for the requested period a licence to use the pre-existing rights to the extent necessary to use the delivered results.

II.10.5 The Contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the Commission. This does not concern the moral rights of natural persons and rights referred to in Article II.10.4.

II.10.6 The Contractor shall clearly point out all quotations of existing textual works made by the Contractor. The complete reference should include as appropriate: name of the author, title of the work, date of publishing, date of creation, place of publication, address of publication on internet, number, volume and other information allowing to identify the origin easily.

II.10.7 The Contractor shall clearly indicate all parts to which there are pre-existing rights and all parts of the result originating from external sources: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form).

For non-textual results or results provided in electronic form only, the description, instruction or information document shall list all parts coming from external sources: IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

II.10.8 If the Commission so requires, the Contractor shall provide proof of ownership or rights to use all necessary rights to the materials referred to in Article II.10.7.

II.10.9. By delivering the results the Contractor confirms that the creators undertake not to oppose their names being recalled when the results are presented to the public and confirms that the results can be divulged.

The Contractor shall possess all relevant agreements of the creator and provide proof by way of documentary evidence.

II.10.10. By delivering the results the Contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that he possesses the relevant rights or powers to execute the transfer. He also warrants that he has paid or has verified payment of all fees including fees to collecting societies, related to the final results.

II.10.11. The Contractor shall indemnify and hold the Union harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the Union 's use of the works and in relation to which the Contractor has granted the Union user rights.

ARTICLE II.11 – FORCE MAJEURE

II.11.1. 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.11.2. Without prejudice to 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.11.3. 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.11.4. The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.12 – 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 per calendar day of delay according to the following formula: $0.3 \times (V/d)$

V is the amount specified in Article I.3.1;

d is the duration specified in Article I.2.3 expressed in days

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.13 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, where the Contract is subject to substantial error, irregularity or fraud the Commission may suspend execution of the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission shall as soon as possible give notice to the Contractor to resume the service suspended or inform that it is proceeding with contract termination. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

ARTICLE II.14 – TERMINATION BY THE COMMISSION

II.14.1. The Commission may terminate the Contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has 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 has not actually commenced within three months 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.

II.14.2. In case of force majeure, notified in accordance with Article II.11, 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.14.3. 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.14.4. Consequences of termination

In the event of the Commission terminating the Contract in accordance with this article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the 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 it has under the Contract.

ARTICLE II.14a – 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 of fraud.

ARTICLE II.15 – INVOICING AND PAYMENTS

II.15.1. Pre-financing guarantee:

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 service rendered 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 guarantee shall be retained until the pre-financing has been cleared against interim payments or payment of the balance to the Contractor. It shall be released the following month or, in the absence of such clearing, four months after the issuance of a corresponding debit note. The cost of providing such guarantee shall be borne by the Contractor.

II.15.2. Interim payments and payment of the balance:

Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

At the end of each of the periods indicated in Annex II the Contractor shall submit to the Commission an invoice accompanied by the documents provided for in the Special Conditions.

If providing a progress 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 progress report.

Approval of the progress report shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Where the Commission requests a new progress 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 progress report shall likewise be subject to the above provisions.

II.15.3. Payment currency and costs:

Payments are executed in the currency of the contract.

Costs of the transfer are borne in the following way:

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

ARTICLE II.16 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.16.1. Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.16.2. 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 invoice is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. The Commission may proceed with further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the invoice is admissible.

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.16.3. 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 eight 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. 17 – TAXATION

II.17.1. 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.17.2. 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.17.3. 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.17.4. 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.18 - REIMBURSEMENTS

II.18.1. Where provided by the Special Conditions or by Annex II, the Commission shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

II.18.2. Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

II.18.3. 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.18.4. 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.18.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

II.18.6. Conversion between the euro and another currency shall be made using the daily euro exchange rate published in the C series of the *Official Journal of the European Union* of the day on which the expense was made, or, failing that, at the monthly accounting rate established by the Commission and published on its website.

ARTICLE II.19 – RECOVERY

II.19.1. 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.19.2.** In the event of failure to pay by the deadline specified in the debit note, the sum due shall bear interest at the rate indicated in Article II.16.3. 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.19.3.** 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.20 – CHECKS AND AUDITS

- II.20.1.** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance.
- II.20.2.** 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.
- II.20.3.** 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.

Annex II –Tender Specifications (Invitation to Tender No ECFIN 2012 013/A of [*insert date*])

Annex III – Contractor's Tender (No [complete] of [insert date])

Annex IV – Order Form

	EUROPEAN COMMISSION	FRAMEWORK CONTRACT ORDER FORM Annex IV			
		Order number:	<i>(Name and address of contractor)</i>		
DG and administrative unit:	Currency of payment: EUR				
Tel.:	Date and reference of the offer:				
E-mail:					
This order is governed by the provisions of Framework Contract No _____ in force from _____ to _____					
LISTING OF THE GOODS / SERVICES and code		UNIT	QUANTITY	PRICE in €	
				UNIT PRICE	TOTAL
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
<p>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 Contract. For intra-community purchases, the mention "VAT Exemption / European Union / Article 151 of Council Directive 2006/112/EC" should be added on the invoice. [In Belgium, use of this Contract constitutes a request for VAT exemption. The invoice must include: "Commande destinée à l'usage officiel de l'Union Européenne, Exonération de la TVA; art. 42 § 3.3 du code TVA (circulaire n° 2/1978)".]</p>		Packaging Insurance Transport Assembly VAT			
		TOTAL :			
Place of delivery or implementation and/or Incoterm:		Contractor's signature Name: Position: Date:			
Final date of delivery or implementation:					
Terms of payment:					
Guarantee:					
Date of issue:					
Signature [name and position]:		03			

Annex V – Price Schedule