



INTERNATIONAL UNION  
OF RAILWAYS

# INVITATION TO TENDER

**International Union of Railways - UIC**  
**16 rue Jean Rey 75015 Paris**  
**France**

**Reference: DACCORD-101121855-AMBASSADOR**

**Paris, 15 September 2023**

**Subject:** Invitation to tender “DAC SEE/CEE Ambassador” reference DACCORD-101121855-AMBASSADOR.

Dear Sir/Madam,

The International Union of Railways (UIC) is planning to award the contract in subject in the framework of the European Funded Project DACcord, Grant Agreement n°101121855. The procurement documents consist of:

- This invitation letter.
- The tender terms of reference.
- The draft contract.

The tender must be sent to the address email **rosseel@uic.org** in electronic version **no later than 15 October 2023 17:00 CET**.

Tenders must be signed by a duly authorised representative of the tenderer.

The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is six months from the reception deadline.

Submission of a tender implies acceptance of all the terms and conditions set out in the call for tenders (invitation letter, tender terms of reference and draft contract) waiving of the tenderer's own general

or specific terms and conditions. The submitted tender is binding on the tenderer whom the contract is awarded to for the whole duration of the contract.

All costs incurred for the preparation and submission of tenders are to be borne by the tenderers and will not be reimbursed.

Upon request, UIC may provide additional information solely for the purpose of clarifying the procurement documents.

UIC is not bound to reply to requests for additional information received less than six working days before the date of receipt of tenders indicated above.

UIC may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other type of clerical error in the text of the procurement documents.

Should obvious clerical errors in the tender need to be corrected or confirmed with regards to any specific or technical element after the opening of tenders, UIC shall reserve the right to contact the tenderer. This shall not lead to substantial changes to the terms of the submitted tender.

Invitation to tender is in no way binding on UIC. UIC's contractual obligation commences only upon signature of the contract with the successful tenderer.

Up to the point of signature, UIC may cancel the award procedure at any moment, without the candidates or tenderers being entitled to claim any compensation. This decision must be substantiated, and candidates or tenderers notified.

Once UIC has received the tender, it becomes the property of UIC. Tenders shall be treated confidentially. Tenderers will be informed in writing of the outcome of the procurement procedure, by e-mail provided in the application.

If processing the call for tenders involves recording and processing personal data (such as names, addresses and CVs), such data will be processed pursuant General Data Protection Regulation (GDPR) and to French Law on the protection of personal data. Unless otherwise indicated, tenders' replies to the questions and any personal data requested are required to evaluate tenders in accordance with the specifications of the invitation and shall be processed for that sole purpose by the UIC staff in charge of the procurement. Tenders have the right to access, modify, rectify or delete their personal data (Article 34 of the French Data Protection Act of 6 January 1978) by sending a message to the UIC Data Protection Officer (DPO) at [dpo@uic.org](mailto:dpo@uic.org). While doing so, please include a photocopy of both sides of your ID document or passport.

**Note:** Please be informed that this tender is a UIC document compliant with the UIC Statutes, Internal Regulations and internal procedures related to suppliers' management. It does not fall under the French public procurement law.



INTERNATIONAL UNION  
OF RAILWAYS

# **CALL FOR TENDERS TERMS OF REFERENCE**

Union Internationale des Chemins de fer  
International Union of Railways - UIC  
16 rue Jean Rey, 75015 Paris, France

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## ACRONYMS AND TERMINOLOGY

CEE	Central and Eastern Europe
DAC	Digital Automatic Coupling
EDDP	European DAC Delivery Programme
EU-RAIL JU	Europe's Rail Joint Undertaking
SEE	Southeastern Europe
UIC	Union Internationale des Chemins de fer

## **1. PREAMBLE AND BACKGROUND**

The project DACcord provides with management competencies employed already in the precursor project DACcelerate to support to the EU-Rail JU for the continuation of the professional management of the activities of the European DAC Delivery Programme (EDDP), enabled by the EU-Rail JU and established in the EU-Rail work programme, in which European Rail Freight Sector and manufacturers are united to strive for the Europe-wide introduction of a Digital Automatic Coupler.

DACcord describes in detail the required migration planning activities, leading to an industrial migration roadmap, as the EDDP focuses on the preparation of DAC migration & deployment from 2023 onwards. For doing this, the project will work closely with EDDP members and stakeholders to set up the overall task list in the actions defined by the EDDP.

As alignment on the DAC/EDDP objectives throughout Europe is key to achieve consensus on objectives and specially to unlock the necessary funding for such a sector-wide transformation. DACcord establishes a mechanism for collecting and reporting the positions in the European stakeholder landscape to support the EU-Rail JU in providing recommended measures to the EDDP stakeholder management team. Professional communication material/tools and targeted dissemination activities will back the efforts.

To make DAC implementation economically possible, the project will further provide a draft concept on requirements for the DAC deployment funding mechanisms and potential options to fulfil them, to prepare the way for DAC deployment management entities in Europe.

To align the different activities shaping the architectural and procedural DAC-related European Railway System (project TRANS4RM-R in the EU-Rail Flagship Area 5, the EU-Rail System Pillar (task 4) and EDDP), DACcord will support the EU-Rail JU in the cross-coordination and interfacing of the three entities and in the management and administration of its different decision-making bodies.

The International Union of Railways (UIC, Union Internationale des Chemins de fer) is member of the DACcord project and is in charge of contracting the relevant subcontractor that shall carry out the role of DAC SEE/CEE Ambassador in the framework of the DACcord project.

## **2. CONTRACTING PARTY**

The contract for this study will be managed by the International Union of Railways (UIC), headquartered at 16 rue Jean Rey, 75015 PARIS, FRANCE, Intracommunity VAT number FR43784601841, represented by Mr. François DAVENNE, Director General.

## **3. SCOPE AND CONTENT OF THE SERVICE**

The external service provider will support EDDP stakeholder management actions thanks to its experience especially in Central, East and South-East European countries, both EU and non-EU countries.

The external service provider will provide regular inputs from SEE/CEE stakeholder areas, including final customers, on how, when and by whom to mobilise the necessary resources that are expected to contribute to the effective management of all aspects of DAC deployment in this geographic area, including funding/financing aspects.

In the SEE/CEE region, networking capabilities, influencing empowerment, operational and personal knowledge and contacts, including cultural and language knowledge, are key for reaching out to stakeholders. The expert to be employed should have already worked in the EDDP in this domain and allow some EDDP business continuity in this important region, to complement in an ideal way the UIC network. Additionally, they will ensure coordination and support in the frame of supporting the sector to ensure Europe-wide, including SEE/CEE, alignment on harmonised DAC operational principles, and the central instance management of data and software.

The service shall be completed by 30 March 2025 at the latest.

## **4. BUDGET**

The maximum budget available to carry out the study amounts to **50,000.00 euros excluding VAT** for the provision of the work described above, including travel and subsistence and administration costs for the process.

## **5. APPLICABLE LANGUAGE AND CONFIDENTIALITY**

All communication will be in English. The final report will have to be delivered in English.

The draft material as well as the final outcome of the work of the contractor shall be treated confidentially and not disclosed to any third party without the explicit consent of UIC.

## **6. CONTENT OF THE TENDER**

The tender must contain the following:

- An Application letter signed by the Authorised Representative of the tenderer. In the case of a joint tender, the application letter shall be signed by the leader, who will then be the single point of contact.
- a Power of Attorney in case of joint tender.
- a Technical offer.
- a Financial offer.

## **7. PARTICIPATION**

Participation in this procurement procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations.

## **8. JOINT TENDERS**

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons).

Joint tenders may include subcontractors in addition to the members of the group. In case of joint tender, all members of the group assume joint and several liability towards UIC for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate (through a power of attorney signed by each member) one of the economic operators as a single point of contact (the leader) for administrative and financial aspects as well as operational management of the contract.

After the award, UIC will sign the contract with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

## **9. SUBCONTRACTING**

Subcontracting is permitted but the Contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole. Tenderers are required to identify subcontractors whose share of the contract is above 20 % and those whose capacity is necessary to fulfil the selection criteria. During contract performance, the change of any subcontractor identified in the tender or additional subcontracting will be subject to prior written approval of UIC.

## **10. SELECTION PROCESS AND TIMING**

The consultants will have to provide their offers via email to [rosseel@uic.org](mailto:rosseel@uic.org) **no later than 15 October 2023 17:00 CET**.

During the process, additional questions can be addressed in writing to [rosseel@uic.org](mailto:rosseel@uic.org).

## 11. AWARD CRITERIA

The contract will be awarded based on the most economically advantageous tender, according to the 'best price-quality ratio' award method. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

**1. Understanding of and previous experience with the topic**

*(30 points – minimum threshold 15 points)*

**2. Quality of the proposed methodology**

*(40 points – minimum threshold 20 points)*

**3. Organisation of the work and resources**

*(20 points – minimum threshold 10 points)*

**4. Quality control measures**

*(10 points – minimum threshold 5 points)*

## 12. RANKING OF TENDERS

Tenders must score minimum 50% for each criterion and sub-criterion, and minimum 70% in total. Tenders that do not reach the minimum quality levels will be rejected and will not be ranked.

Applicants shall specify to what extent they can meet each individual criterion in the tender, providing example of previous work whenever possible.

No right of appeal shall exist on the selection procedure or its outcome.

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below. A weight of 70/30 is given to quality and price.

**Score of tender T = (cheapest price) / (price of tender T) \* 100 \* 30% + (total quality score out of 100 for all award criteria of tender T) \* 70%**

## 13. CONTESTATION OF THE SELECTED TENDER

Seeing that this tender does not fall under the French public procurement law, UIC reserves the right to select the most appropriated tender in compliance to its needs and criteria previously assessed.

Contestations of the selected tender may be addressed to the contact person for the tender within 10 (ten) calendar days following the announcement of the results. Nevertheless, UIC is not bound to accept them, nor to give a written answer.

These Terms of Reference are a UIC document compliant with the UIC Statutes, Internal Regulations and internal procedures related to suppliers' management.

## **14. TENDERS CONFIDENTIALITY**

Within this framework, UIC undertakes to respect confidentiality and privacy of all information received from and/or exchange with tenderers.



INTERNATIONAL UNION  
OF RAILWAYS

# **DRAFT CONTRACT FOR THE PROVISION OF SERVICES**

## CONTRACT FOR THE PROVISION OF SERVICES

**Between:**

**The International Union of Railways (UIC)**, an association under French law, headquartered at 16, rue Jean Rey, F-75015 Paris, EU VAT number FR 43784601841, SIRET (French business registration number) 784 601 841, represented by Mr. François Davenne, Director General,

hereinafter referred to as “UIC” or “the Customer”,

on the one hand,

and

Company X, legal form of the company, ....., headquartered at ....., EU VAT number ....., business registration identification number (SIRET in France) ....., represented by.....with full power to sign on behalf of the company,

hereinafter referred to as “the Service Provider”, recognised for its technical skills and expertise in the domain of the present Contract,

on the other hand,

identified hereinafter as “the Parties” or individually as a “Party”,

have agreed on the terms hereafter:

### **Article 1. Purpose and nature of the Contract**

The purpose of this Contract is to define the rights and obligations of the Parties resulting from the performance by the Service Provider of Services within the framework of UIC Project no. .... relating to .....

It is clear from the will of the parties that this contract is intended to formalise the provision of services and in no way constitutes an employment contract involving a relationship of subordination. The Service Provider shall execute the Services as an independent contractor. The Service Provider and its employees and agents cannot be considered as employees and/or agents of UIC. Furthermore, the contract may not be interpreted as establishing a partnership or joint company between the Parties.

### **Article 2. Entry into force, duration and end of Services**

The Contract shall take effect on ..... for a duration of .... months.

### **Article 3. Description of Services, place of performance, methods and schedule of implementation**

#### **3.1 Description of Services**

Project DACCORD-101121855-AMBASSADOR / UIC – Name of service provider

The Service Provider undertakes to provide the Services described below, which UIC accepts.

The Services are of an intellectual nature, and more specifically: XXXXXX.

The Services covered under this Contract, as well as the format for submission of work, are defined and detailed in Annex A to this Contract.

**3.2 Methods of performance of the Services**

The Service Provider is responsible for the performance of the Services covered by this Contract and exercises direct and permanent control over its employees: the Service Provider organises and performs the Services by involving its own staff and/or by calling upon specialists or external bodies under the conditions set out below.

The Services shall be performed under the responsibility of Mr or Ms XY, who is in charge of composing their team.

The Service Provider undertakes to have the Services performed by qualified personnel, duly accepted by UIC prior to the start of the Contract. In the event that a person in charge of performing the Services becomes unavailable for any reason whatsoever, the Service Provider undertakes to immediately appoint a person on a temporary basis and to appoint a permanent employee of equivalent competence, duly accepted by UIC, within eight days of the occurrence of this event.

Subcontracting by the Service Provider shall be authorised only with the express written consent of UIC. In such cases, the Service Provider shall ensure that its subcontractors comply with the obligations arising from the French Labour Code, as well as those referred to in Article 7, as recalled in this Contract.

**3.3 Schedule for performance of Services**

The Services must be performed in accordance with the schedule in Annex A.

In the event of a delay in the performance of its Services on the basis of the deadlines scheduled and for reasons for which it is responsible, the Service Provider may, without prior notice, have to pay a penalty for the delay to UIC, corresponding to the amount indicated per working day of the delay and specified in Annex B.

Any event relating to a case of force majeure within the meaning of Article 1218 of the French Civil Code (including a pandemic) shall be liable to give rise to a suspension of the obligation affected by force majeure, and the Service Provider shall be relieved of its obligation accordingly.

If the impediment is permanent or exceeds XXX weeks/months, the Contract shall be terminated automatically and the Service Provider shall be relieved of its obligation accordingly.

**Article 4. Financial clauses: Fees – travel costs – invoicing and payment**

**4.1 Fees**

In return for performance of the Services, UIC undertakes to pay the Service Provider an all-inclusive fee in the form of an overall flat-rate sum of ..... (.....) euro excl. tax, this amount to be considered final (*amount in letters and figures*).

The applicable VAT rate is the rate in effect on the day the invoices are issued.

<b>Multiple invoices</b>	The Service Provider shall issue XX invoices for services rendered as follows:  A first invoice in the amount of ..... shall be sent to UIC upon signature of this Contract and shall be paid as a deposit for the start of Service provision.  Subsequent invoices shall be paid by UIC in accordance with the schedule shown in Annex B.
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In the event that this Contract is terminated before its term for any reason whatsoever or in the event of force majeure, the Service Provider shall close the accounts and prepare an invoice for expenses incurred not covered by any previous invoices, and shall present it to UIC for payment. In the event of termination for a fault on the part of the Service Provider, UIC shall retain the possibility of claiming all compensation to remedy the damage suffered as a result of such termination.

**4.2 Travel expenses**

Non-reimbursement of travel costs by UIC	The Service Provider shall bear travel and accommodation expenses costs incurred, these being deemed to be included in its payment.
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**4.3 Payment**

Net payment shall be made by transfer sixty (60) days from the date of issue of the invoice, or thirty (30) days from the date of receipt of the invoice for members of the BCC.

The invoice must include the following information:

- Name of the bank
- IBAN code
- BIC
- EU VAT number

**Article 5. General obligations of the Service Provider**

In general, the Service Provider declares and guarantees compliance with all French and Community laws and regulations applicable to it listed in Annex C.

**Article 6. Ownership of work**

All results and work produced under this Contract are the exclusive property of UIC, excluding any possibility of transfer of ownership by the Service Provider for any reason whatsoever. The work shall

be acquired as and when it is carried out in return for the fees referred to in Article 4.1 or, if the Contract is terminated, on the date of termination, provided that this work is paid for.

In return for the fees indicated in Article 4.1, the Service Provider grants to UIC, as well as to its beneficiaries, exclusively and throughout the world, all copyrights, including all reproduction rights on all known media, including placement online on a service accessible by digital data transmission network, in particular the Internet, for the duration of copyright protection granted by the regulations in force, international conventions and all judicial and arbitration decisions.

The Service Provider guarantees the peaceful exercise of the rights thus assigned against all claims or loss of rights and undertakes to compensate UIC for any expenses or damages which may result therefrom.

#### **Article 7. Professional secrecy and obligation to exercise discretion**

The Service Provider guarantees compliance on the part of its duly authorised employees, agents or subcontractors with the undertaking of confidentiality set out above within the meaning of Article 1204 of the French Civil Code.

The Service Provider acknowledges that it is bound by professional secrecy and the obligation of discretion in all matters relating to the facts, information, data, studies and decisions that have been communicated to it or that have come to its knowledge during performance of its Services. In particular, it shall refrain from any written or verbal communication on these subjects and shall not provide any documents to third parties without the prior consent of UIC.

#### **Article 8. Liability and insurance**

In the event of an accident occurring as a result of the performance of this Contract, UIC and the Service Provider provide an undertaking to their respective personnel to settle reparations for victims and social security within the framework of common law liability.

The Service Provider shall take out the necessary insurance to cover the risks involved in performance of the Services covered under this Contract, as well as those of any subcontractors, and undertakes to provide the certificates to UIC if so requested by the latter.

UIC has taken out an insurance policy to cover its civil liability.

#### **Article 9. Completion, rescinding or termination of the contract**

The present Contract may be terminated in the following circumstances:

- a) Due to full performance of the service (see Article 2)
- b) At any stage of completion of the contract if jointly agreed in writing by UIC and the Service Provider
- c) In the event of force majeure under the conditions provided for in Article 3.4
- d) At the request of one of the parties in the event of total or partial non-performance by the other party of its obligations, not resolved within a reasonable period of time as notified by registered letter registered with acknowledgement of delivery. If performance continues after the expiration of this

period, a letter shall be sent to the defaulting party to notify it of the termination of the contract and the reasons for the termination.

**Article 10. Non-solicitation of personnel**

In the course of the execution of the present Contract, UIC undertakes not to approach, either directly or indirectly, any of the Service Provider’s staff participating in the work with an offer of employment unless previously agreed in writing by the Service Provider.

**Article 11. Miscellaneous**

The Contract constitutes the entire agreement between the Parties. It cancels and replaces any agreement, letter or other previous document of the same purpose. Amendments to any one of the provisions of the Contract shall be laid down in an addendum signed by both Parties. Any clause invalidated by a court decision shall not invalidate the other clauses of the Contract.

**Article 12. Applicable law – language of the contract – jurisdiction clause**

The Contract is drawn up in the English language and is governed by French law.

In the event of a dispute relating to the interpretation or execution of the present Contract which the parties cannot resolve amicably through conciliation, the dispute shall be referred to the law court of Paris, which shall have exclusive jurisdiction.

Signed in ..... in .... copies on .....

**Signatures of the parties**

For UIC

For the Service Provider

## Annex A

### Service description and schedule

#### PHASE 1

- Description
- Date
- Results to be delivered and format

#### PHASE 2

- Description
- Date
- Results to be delivered and format

#### FINAL PHASE

- Description
- Date
- Final results to be delivered and format

**Annex B**

**FORECAST OF ALL TRAVEL AND ACCOMMODATION EXPENSES INCURRED BY THE SERVICE PROVIDER**

Not applicable

**PENALTIES**

## Annex C

[IF THE SERVICE IS WHOLLY OR PARTIALLY PERFORMED IN FRANCE]

The Service Provider shall undertake to provide UIC with:

- A certificate, less than six months old, of provision of social declarations and payment of social security deductions and contributions as provided for in Article L. 243-15 from the social welfare agency responsible for collecting deductions and contributions, the authenticity of which shall be checked with the social security contribution collection body.
- As part of efforts to combat the employment of foreign nationals without a work permit, the Service Provider shall submit the documents referred to in articles L8254-1 and D8254-1 et seq. of the French Labour Code on the day of signature of the Contract and every six months until completion of performance of the Contract, to include the list of names of foreign employees employed by the Service Provider and subject to work authorisation as provided for in Article [L. 5221-2](#), specifying for each employee:
  1. his or her date of hire;
  2. his or her nationality;
  3. the type and serial number of the document constituting his or her authorisation to work.

## Annex D

**CERTIFICATE CONFIRMING THAT CLANDESTINE  
WORKERS ARE NOT EMPLOYED**

Checks carried out prior to conclusion of a  
subcontracting agreement or contract for the provision of services

French Decree 92-508 of 11 June 1992

Confirmation upon signature of the contract. After this time, any order shall be deemed unwritten.

Name or corporate name of the company \_\_\_\_\_, represented by  
\_\_\_\_\_ acting as \_\_\_\_\_.

The undersigned certifies that it is compliant with the obligations of the French Labour Code relating to illegal work and, in accordance with the provisions of the French Decree of 11 June 1992, undertakes to attach the following documents to this sheet:

**1. Choice of:**

Certificate, less than one year old, of provision of social declarations from the social welfare agency (URSSAF, etc.) responsible for collecting social contributions.

Tax assessment notice relating to business tax for the previous year.

Certificates proving that the company is meeting its obligations with regard to Articles 52, 53, 54 and 259 of the French Code of Public Procurement.

Financial guarantee certificate (temporary employment agencies only).

**2. As well as one of the two following documents:**

An extract of the entry in the French Companies Register (K or K bis).

An identification card providing evidence of registration in the French Trades Register.

**If the company is established or domiciled abroad, attach as required:**

A document indicating the identity and address of the person representing the company to the French tax authorities.

A document confirming that the company is meeting its obligations with regard to social conditions and personnel.

A document certifying that the subcontractor has been registered in a professional register in its country of origin where such registration is compulsory.

Furthermore, the undersigned certifies on its honour that the service provided for in the Contract shall be carried out by personnel employed in accordance with labour legislation and in particular with articles L 3243-1, L3243-2, L 3243-4, L 1221-10, L 1221-13 and L 1221-15 of the French Labour Code.

Signed in ..... on .....

Signature and company stamp

<p>French Service Provider and service performed in France</p>	<p>In particular, the Service Provider declares that is it compliant with the provisions arising from the French Labour Code, particularly those relating to the prohibition of undeclared work arising from Articles L.8221-3 et seq. of said Code, and certifies that the Services covered by the Contract shall be performed in accordance with the labour legislation in force.</p> <p>Thus, in application of Article D8222-7 of the French Labour Code, it must submit to UIC, when the Contract is concluded and every six months until the end of its execution, all of the following documents so that UIC is deemed to have carried out the verifications required by Article L. 8222-1 of the French Labour Code:</p> <ol style="list-style-type: none"> <li>1. A certificate, less than six months old, of provision of social declarations and payment of social security deductions and contributions as provided for in Article L. 243-15 from the social welfare agency responsible for collecting deductions and contributions, the authenticity of which shall be checked with the social security contribution collection body.</li> <li>2. When registration of the co-contractor in the Companies Register or in the Trades Register is compulsory or in the case of a regulated profession, one of the following documents: <ol style="list-style-type: none"> <li>a) An extract of the entry in the French Companies Register (K or K bis);</li> <li>b) An identification card providing evidence of registration in the French Trades Register;</li> <li>c) An estimate, advertising document or professional correspondence, provided that the name or company name, the full address and the registration number in the French Companies Register, French Trades Register or a list or table of a professional body or a reference to accreditation issued by the competent authority are indicated;</li> </ol> <p>A deposit slip for filing the declaration with a business start-up centre (CFE) for people in the process of registering.</p> </li> </ol> <p>Furthermore, as part of efforts to combat the employment of foreign nationals without a work permit, the Service Provider shall submit the documents referred to in Articles L8254-1 and D8254-1 et seq. of the French Labour Code on the day of signature of the Contract and every six months until completion of performance of the Contract:</p> <p>The list of names of foreign employees employed by the Service Provider and subject to work authorisation as provided for in Article <a href="#">L. 5221-2</a>, specifying for each employee:</p>
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	<ol style="list-style-type: none"> <li>1. his or her date of hire;</li> <li>2. his or her nationality;</li> <li>3. the type and serial number of the document constituting his or her authorisation to work.</li> </ol>
<p>Service Provider established outside France and service performed in whole or in part in France</p>	<p>In particular, the Service Provider declares that is it compliant with the provisions of Articles L.8221-3 et seq. of the French Labour Code relating to the prohibition of undeclared work and certifies that the Services covered by the Contract shall be performed in accordance with the labour legislation in force.</p> <p>Thus, in application of Article D8222-7 of the French Labour Code, if the Service Provider is required to perform all or part of its Services on French territory, it must submit to UIC, when the Contract is concluded and every six months until the end of its execution, all of the following documents so that UIC is deemed to have carried out the verifications required by Article L. 8222-4 of the French Labour Code:</p> <ol style="list-style-type: none"> <li>a) A document indicating its individual identification number assigned in application of Article 286b of the French General Tax Code. If the co-contractor is not obliged to have such a number, a document indicating its identity and address or, where applicable, the contact details of its ad hoc tax representative in France;</li> <li>b) A document, less than six months old, confirming that the Service Provider is meeting its obligations with regard to social conditions with regard either to Regulation (EEC) No 1408/71 of 14 January 1971 or to an international social security agreement or, failing that, a certificate of social security declarations from the French social welfare agency responsible for collecting the social security contributions incumbent on the Service Provider;</li> <li>c) In addition, if registration in a professional register is compulsory for the Service Provider in the country of its establishment or domicile, either: <ol style="list-style-type: none"> <li>i) a document from the authorities keeping the professional register or an equivalent document certifying registration;</li> <li>ii) an estimate, advertising document or professional correspondence, provided that the name or company name, the full address and the type of registration in the professional register are indicated;</li> <li>iii) or, for companies in the process of being created, a document less than six months old from the authority empowered to receive entries for registration in the professional register and certifying the application for registration in said register.</li> </ol> </li> </ol>

Furthermore, as part of efforts to combat the employment of foreign nationals without a work permit, the foreign Service Provider posting foreign employees on French territory shall submit the documents referred to in Articles L8254-1 and D8254-3 et seq. of the French Labour Code on the day of signature of the Contract and every six months until completion of performance of the Contract:

The list of names of foreign employees employed by the Service Provider and subject to work authorisation as provided for in article [L. 5221-2](#), specifying for each employee:

1. his or her date of hire;
2. his or her nationality;
3. the type and serial number of the document constituting his or her authorisation to work.