

ECHA/2013/03

Framework Service Contract

**Provision of an HR System, Implementation and
Support Services**

**Open Procurement Procedure
Specifications**

Prior information notice: OJ 2012/S 240-394705

Contract notice: OJ 2013/S 065-108238

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Disclaimer

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

Summary

| | |
|---------------------------------------|---|
| Contracting authority | The European Chemicals Agency (ECHA) in Helsinki. |
| Procedure | Call for Tender with publication in the Official Journal of the EU. Open procedure. |
| Purpose | This call for tenders aims for the signature of a framework contract for the provision of an externally hosted HR System, implementation and support services. |
| Lots | This call for tenders is not divided into lots. |
| Volume (indicative) | <p>The maximum overall value of the framework contract is estimated at 3.600.000 €.</p> <p>It should be stressed that framework contracts involve no direct commitment and, in particular, do not constitute orders per se. Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between the European Chemicals Agency and the tenderer during their period of validity. The indicated budget is a contractual budgetary ceiling. It is the potential maximum value of the framework contract over the whole duration of the contract. The estimate given above is purely indicative and does not bind the Agency in any way. The figure may be subject to revision.</p> |
| Contracts | The European Chemicals Agency will sign a single framework service contract with the successful tenderer offering best value for money. A Draft framework contract is attached in Annex 5.3. |
| Submission of offers | Each tenderer can only submit <u>one</u> offer. |
| Duration of framework contract | The initial duration of the framework contract shall be 2 years with 2 possible renewals of one year each. Furthermore, the framework contract may be renewed annually for up to additional 4 years in order to ensure that the investment in the system can be maintained throughout its lifetime. During these additional 4 years, use of the framework contract will be limited to maintenance, hosting and services in connection with essential changes: no overhaul to the system will take place if the framework contract continues in years 5 to 8. |
| Places of delivery | The place of performance of the services shall be ECHA's premises and the tenderer's premises, and any other place as agreed in the specific contract or order form depending on the nature of the specific tasks. |

| | |
|-----------------------|---|
| Variants | Not permitted. |
| Joint offers | Permitted as announced in the Specifications. |
| Subcontracting | Permitted as announced in the Specifications. |

1 Introduction

1.1 About ECHA

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

ECHA has regulatory tasks related to four pieces of EU legislation¹: Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH); Classification, Labelling and Packaging of substances and mixtures (CLP); Biocidal Products Regulation (BPR); and the Prior Informed Consent (PIC).

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

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

BPR aims to harmonise the European market for biocidal products and their active substances while providing a high level of protection for humans, animals and the environment. The Regulation will enter into operation in September 2013.

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

ECHA's Mission

ECHA is the driving force among regulatory authorities in implementing the EU's groundbreaking chemicals legislation for the benefit of human health and the environment as well as for innovation and competitiveness. ECHA helps companies to comply with the legislation, advances the safe use of chemicals, provides information on chemicals and addresses chemicals of concern.

ECHA's Vision

ECHA aspires to become the world's leading regulatory authority on the safety of chemicals.

ECHA's Values

Transparent

We actively involve our regulatory partners and stakeholders in our activities and are transparent in our decision-making. We are easy to understand and to approach.

¹ On the ECHA web site (<http://echa.europa.eu/>), the REACH, CLP, BPR and PIC Regulations are located in section "Document Library".

Independent

We are independent from all external interests and impartial in our decision making. We consult members of the public openly before taking many of our decisions.

Trustworthy

Our decisions are science based and consistent. Accountability and the security of confidential information are cornerstones of all our actions.

Efficient

We are goal-oriented, committed and we always seek to use resources wisely. We apply high quality standards and respect deadlines.

Committed to well-being

We stimulate the safe and sustainable use of chemicals to improve the quality of human life in Europe and to protect and improve the quality of the environment.

More information about the Agency, its structure and activities can be found on the Agency website², where also the Work Programme 2013³ and the Multi-Annual Work Programme⁴ can be found.

1.2 Legal framework of ECHA procurement

The present Call for Tenders is governed by the Financial Regulation of the European Chemicals Agency (ECHA), which refers to the Financial Regulation (EU, EURATOM) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union (hereinafter referred to as the Financial Regulation), and repealing Council Regulation (EC, Euratom) No 1605/2002; as well as to the Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the Rules of Application of the Financial Regulation No 966/2012 (hereinafter referred to as the Rules of Application), as the regulatory framework for the procurement and contract management of the Agency.

In submitting his tender, the tenderer accepts in full and without restriction the requirements of these Tender Specifications, and the Special and General conditions governing this Contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation may lead to the rejection of the tender. No account can be taken of any reservation expressed in the tender as regards the tender dossier (if necessary, clarification may be requested by the potential tenderer concerned while the tender submission phase is open – see point 8, first paragraph, of the Invitation to Tender); any reservation may result in the immediate rejection of the tender without further evaluation.

² <http://echa.europa.eu/>

³ On the ECHA web site (<http://echa.europa.eu/>), the ECHA Work Programme 2013 is located in section "Document Library".

⁴ On the ECHA web site (<http://echa.europa.eu/>), the ECHA Multi-Annual Work Programme is located in section "Document Library".

2 The Services Required

2.1 Background

The aim of this call for tenders is the selection of a service provider for the provision of an 'externally hosted' HR system, implementation and support services for the European Chemicals Agency (ECHA).

2.1.1 About the project

2.1.1.1 Project Context

ECHA's current HRIS landscape is a fragmented mix of non-integrated, custom built solutions and MS Office based tools.

The rapid growth of ECHA's staff has created the need for a more efficient, integrated and powerful HR solution. The new system is expected to improve the daily work of HR staff and adapt better to the new needs in terms of Staff Planning, Recruitment, Personnel and payroll management, financial management of HR, Training and Development, Time tracking and Performance and Career Development.

2.1.1.2 Project scope

The following HR processes are in scope of this Tender:

- **Recruitment:** from the creation of a vacancy until the on boarding of a new employee.
- **Financial management:** budget follow up,
- **Time administration:** time recording, time tracking, time administration, and mission (travel) management.
- **Staff planning:** workforce planning, forecasting, succession management, organisational management (organisational structure and posts administration).
- **Learning and Development:** training administration covering: planning, booking and post-evaluation.
- **Personnel and Payroll Management:** benefits/entitlements check (payroll simulation), contract management.
- **Performance & Career Development:** competence management (job descriptions), performance appraisal/evaluation and reclassification (promotion).

Also included in the scope are all automatic interfaces that are needed to integrate the above mentioned processes with each other and with external systems for punching time, Identity management, financial and document management.

The detailed functional and product scope is described in *Annex 5.1.2 Requirements Book*. In section *2.1.1.3 Details on current processes in this document*, more information is provided on each of the HR processes in scope.

The implementation as proposed by the tenderer in the answer to the Call for Tender, including project set-up, data migration, testing, and end-user training is in scope. Hosting, maintenance and management of the system is also part of the

scope. The tenderer is required to describe its implementation approach and project planning. However, please refer to the *Annex 5.1.5 Responsibility matrix* and *Annex 5.1.1 Technical specifications* for more detail on the content of the contract.

The post-Go-Live support and maintenance of the HR system are in scope, and shall be provided for the whole duration of the contract.

2.1.1.3 Details on current processes

This section contains a high level description of each of the current processes in scope. The purpose of this section is to give the tenderer a context to understand the **requirements specified in the requirements book** (see *Annex 5.1.2*). The context so outlined should help to optimally answer to those requirements.

Recruitment

The recruitment process is initiated each time there is an open position. Open positions can be new positions defined in the annual staff plan, or existing positions that are vacant. Recruitment can also be initiated when a position is predicted to become vacant.

ECHA defines 4 internal employee categories:

- Statutory Staff (CA, TA)
- Seconded National Experts (SNE)
- Interim Workers
- Trainees

Each of these categories has a different recruitment process. Also the recruitment of managerial and non-managerial staff is slightly different.

In general, the recruitment process consists of 5 steps. The number and content of these steps may differ between employee categories:

- **Create and post a publication:** Based on a job description a vacancy is created by the recruitment unit, and posted on the Agency's website. An email notification is sent to third parties (inter-agency job market, other EU Agencies, EU permanent representations, etc). It also makes use of a contractor to advertise the publication on magazines and recruiting websites (e.g. monsterboard).
- **Candidate sourcing:** Applicants apply via the Agency's website. Applicants can apply until a certain date. After this date the posting is closed and applications are not accepted any more. The next steps in the recruitment process do not start before this date.
- **Pre-screening and screening:** A pre-screening is done, for example on the completeness of CVs. The pre-screening is done internally by the Selection and Recruitment team. Afterwards, candidates are screened (scored against an evaluation grid) based on their CVs and the skills and qualifications needed for the job at hand. Only the candidates that qualify (pass the minimum threshold) are retained for the next step. Screening is done by a selection panel, by an external company (after which a selection panel validates) or in case of a management job by

an assessment centre. The selection panel is generally composed of a HR representative, a staff committee representative and 2 team members (normally consisting of the Head of Unit as chair).

- **Interview and assessment:** Candidates who passed the screening are invited by the recruitment team for an interview and for a written test. These invitations are sent using e-mail. The interviews are conducted by the selection panel. An evaluation grid for the interview and written test is agreed among the selection panel members and allocated with points. On the day of the interview, applicants are requested to bring the originals of their diplomas and certificates for formal validation. Applicants are scored towards the interview and the written test. The scoring is done by the selection panel. In order to qualify for a reserve list, candidates need to pass the minimum threshold.
- **Reserve list and Job Offer:** The selection panel creates the reserve list of suitable candidates. This list has to be approved and has a validity period. One or more candidates from the list may receive a job offer. In the job offer phase, the candidate is invited to a medical exam, and if passed, an official start date is agreed. In case the candidate does not pass the medical exam or declines the offer, the process goes back one or more steps. The results of the medical exam are stored in a paper file. The employment contract is signed on the first working day and the recruitment process is finalised.

The basic personal information of the hired candidate that is entered by the recruitment team in the HR system serves as an input for other services like active directory, office allocation and security processes associated with a new hire.

Below an example recruitment process for non-managerial TA and CA can be found:

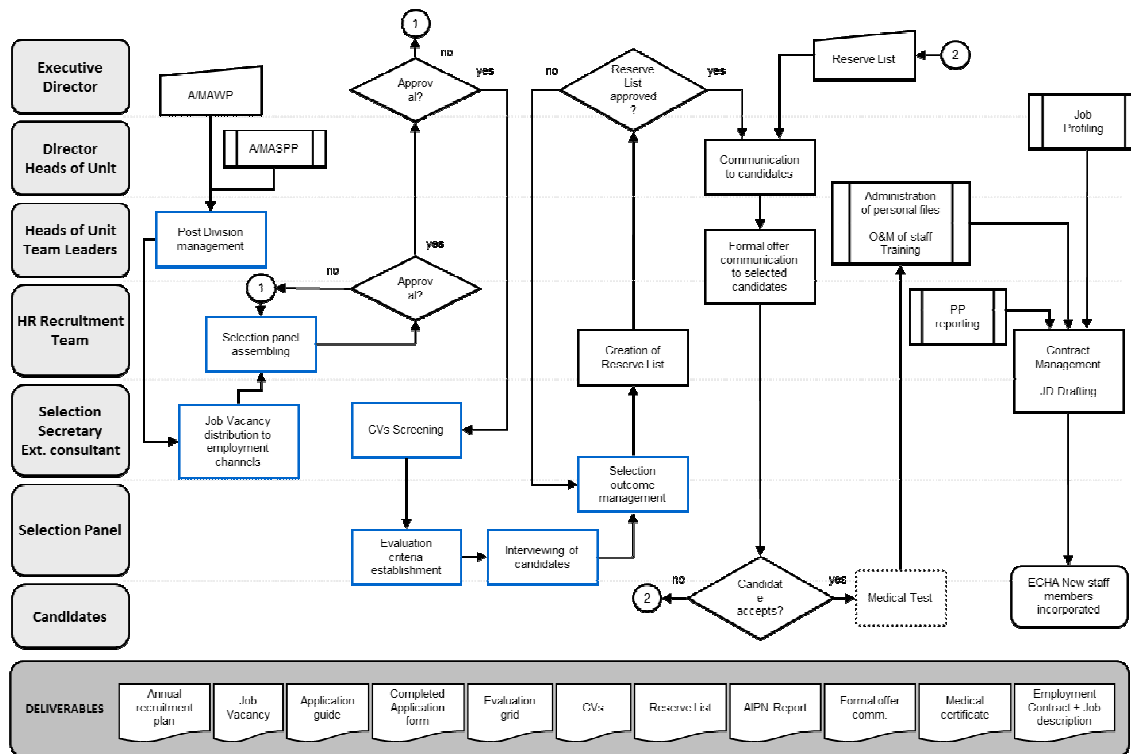


Figure 1: Recruitment process for non-managerial statutory staff

Financial Management

The HR Unit is responsible for the planning and estimation of part of the Agency's budget in relation to staff costs (corresponding to 'Title I' in ECHA's budget structure). This estimation is done by analysing the number of staff forecasted to be on payroll and turn over statistics. In addition, the Agency's work is distributed in an Activity-based process structure and senior management makes use of this structure to distribute and forecast the number of resources and budget needed for ECHA's core work processes (Activities). HR is responsible to plan and monitor the budget per activity for staff costs (including recruitment and training costs).

Much like an organisational structure (with Directorates, Units and posts), an activity/project structure exists. Both structures are linked in the sense that each activity is assigned to a unit.

To follow up the Activity-based resource allocation, employees are allocated a percentage of their time to work on certain Activities, and the time worked on each activity is monitored via time tracking/recording (see Time Administration below). The actual time worked on these activities is used to compare the planned resource allocation as used in the Budget.

Time Administration

Time is recorded in two ways at ECHA: via a punching system for the recording of clock times, used to evaluate, based on the work regime, the number of worked hours on a given day and by recording absences (leave requests) electronically, via a leave management system. Time recording can also be done by other means, that is, employees may record the time worked on projects or tasks to assist project managers and heads of units to track the work time planned in their projects or activities.

Currently, attendances and absences are recorded in separate systems. Time recording is done via a working hours punching system (attendances) and time administration is done via a leave management system (absences). The calculation of the entitlements is done automatically in the leave management system, based on contractual information and different criteria (e.g. age or years of service). Time recorded via the punching system is also used as input to calculate overtime or certain leave entitlements (Flexitime leave). All absences are recorded in a shared calendar (Outlook), including absences derived from other systems like training and official travel (missions).

Input to evaluate the time worked on activities and projects comes from a time tracking tool (activity and project planning), that is created by heads of units, team leaders and/or projects managers.

Staff Planning

ECHA's workforce is distributed in an organisational structure⁵ (establishment plan) consisting of Directorates, Units, posts and staff, in this particular order. Each entity has its own attributes and validity. The allocation of posts and staff among Units is reviewed on a regular basis and may be changed several times a year.

The establishment plan is formed based on ECHA's Annual Work Programme⁶. The structure of the Work Programme follows ECHA's Activity-based management approach and is divided into 17 Activities. Each Activity has a set of objectives and outputs. Post allocation is also done throughout the Activities, and this distribution is done at the Unit level based on the annual work plan.

All posts in the establishment plan are classified to a certain level, according to the nature and associated responsibilities of the duties to which they relate. This classification is named grade. Staff members are assigned a grade upon appointment that may be the same or lower than the grade assigned to their post. Each year the number of posts in a particular grade is reviewed and it may increase (based on the Agency's request for new posts and/or staff promotions) or decrease (due to termination/cancellation of the post). The list of posts and grades is sent to the European Commission for approval, and is then redistributed in the establishment plan.

Staff planning is closely linked to recruitment: vacant posts or posts that are predicted to become vacant can result in the creation and posting of a publication.

Learning and Development

The trigger for the training process is the identification of the training needs, either on an organisational level or on an individual level (performance appraisal).

Based on the needs, an online training catalogue is created and updated on a regular basis. Employees can apply for trainings sessions scheduled in this catalogue and the request is sent for approval to the immediate supervisor and sent to the training team for confirmation of attendance. Employees may also create requests for trainings not available in the catalogue, which follow the same process. The training team may, in this case, assess if the chosen provider is the

⁵ <http://echa.europa.eu/web/guest/about-us/who-we-are/organisation>

⁶ <http://echa.europa.eu/web/guest/about-us/the-way-we-work/plans-and-reports>

best and most cost-effective solution and either approve or reject the request. Units may also identify common training needs for several staff and include in a training plan. After each training, the attendance is tracked, the training is evaluated and the result of the training on individual performance can be evaluated as well.

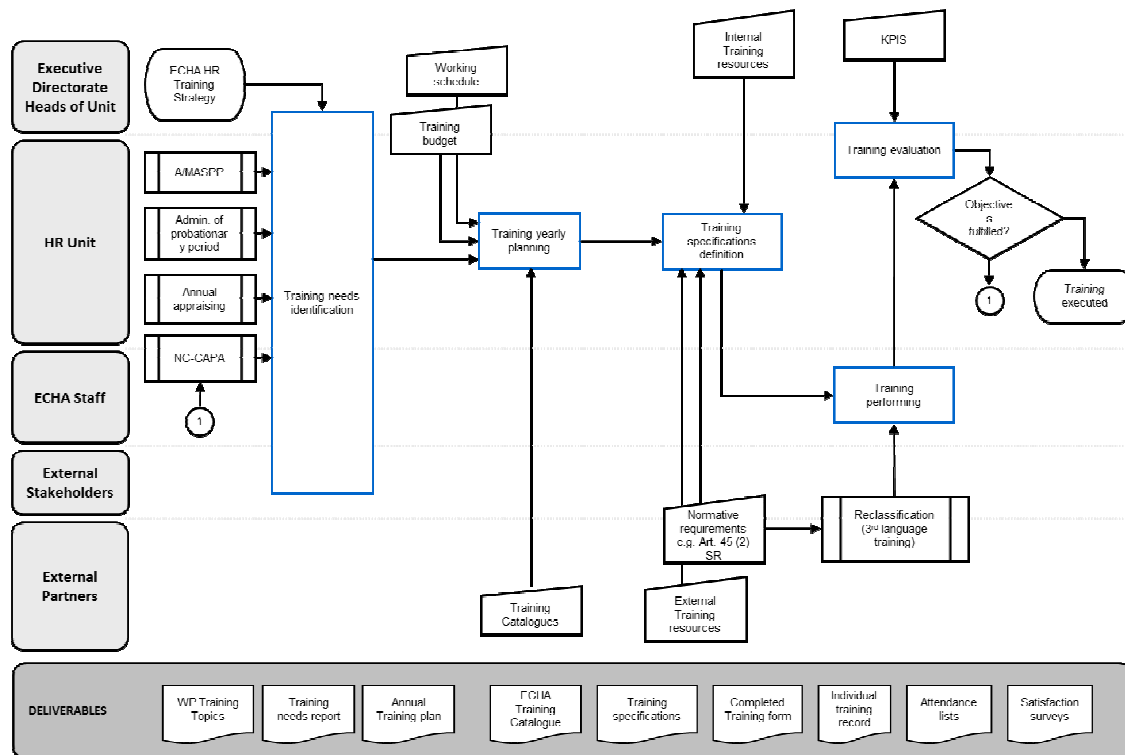


Figure 2: Training request process

Personnel and Payroll Management

The processes executed by the HR Administration and Services team are all processes related to changes in personal, entitlements or contract information between the start and end of an employee’s contract.

ECHA defines the following employee categories:

- Statutory Staff (CA, TA);
- Seconded National Experts (SNE);
- Interim Workers;
- Trainees;
- External contractors.

Employee’s personal and contractual information for the above categories are entered in the central repository tool, e-HR. Each employee category is assigned a unique ID (although statutory staff has two different IDs, one being from the PMO – see below).

The ECHA’s monthly payroll run and payment of salaries is outsourced to the European Payroll Masters Office (PMO) located in Brussels. The Personnel and Payroll Administration team is responsible for the validation of all support documentation in relation to the staff members personal and benefits entitlements and to inform the PMO of any changes before the closure of the current payroll run. In addition to that, the Payroll team is also able to check the

payroll results for the staff that had a change in their personal situation before the closure of the current payroll and inform the PMO of any discrepancies. The communication between ECHA and PMO is done via email.

Payments of the services from external contractors are done via purchase orders and not through the normal payroll run. Nevertheless, contractor's information is entered in the e-HR system for headcount and tracking of contractual information.

Staff costs in relation to salaries are reported via Business Objects from the PMO's system. The monthly costs for payroll are booked towards the relevant budget line in ABAC Cost Accounting, ECHA's financial system.

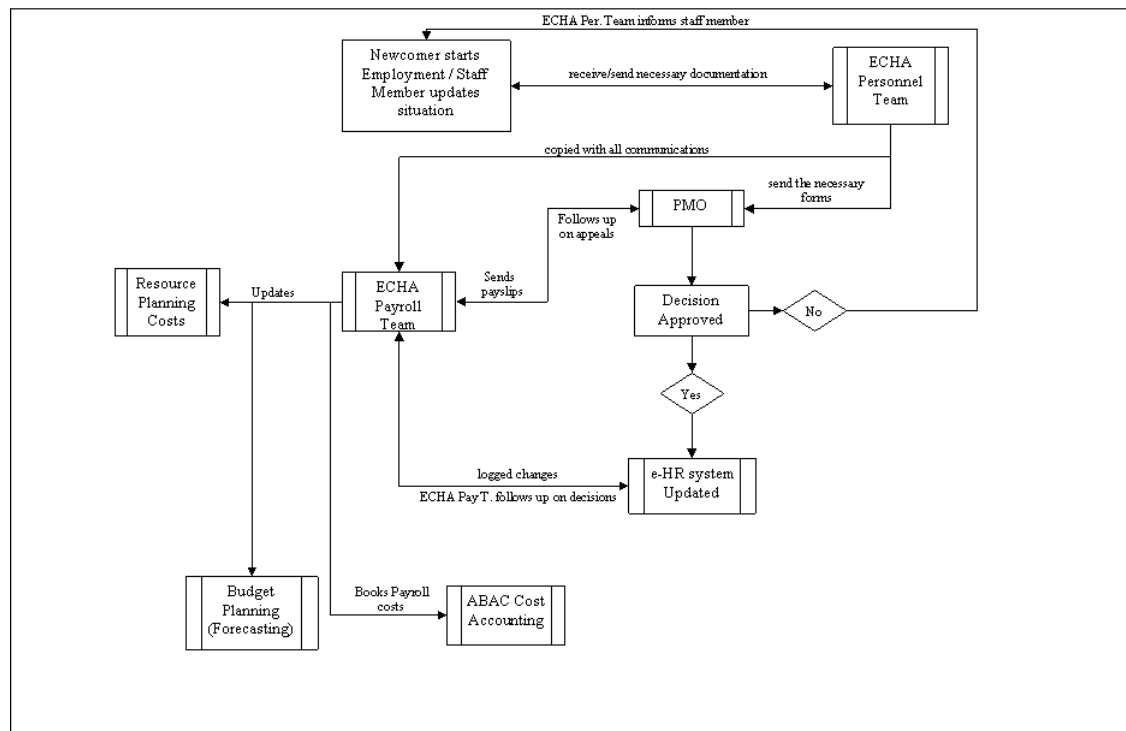


Figure 4: Process description.

Performance & Career Management

Performance and Career management consists of the following sub-processes: the first is the probationary period report, at the beginning of a statutory staff's career, evaluating the staff member's performance against the level agreed on entry into service. Main outcomes of this sub-process are: a job description (list of tasks to be performed at the job), tangible objectives for the probationary period and a learning plan (training needs associated to the development plan of the staff member). The finality of this process is the staff member's confirmation of the function.

Secondly, at the beginning of every year, individual Performance Appraisal (PA) reports are done for each staff member. This exercise is performed jointly throughout the whole Agency, and assesses the performance for the period of January through December in the previous calendar year. Similarly as to the probationary period, the PA exercise consists of a report with an assessment of the performance towards the objectives agreed in the previous period. The main characteristic of the PA report is that it is assessed against different levels of performance ranging from exceptionally positive to exceptionally negative. During

or before the PA exercise, objectives and learning and development plans for the current year are agreed for each staff member. The final version of the report (after acceptance from the respective staff member, i.e. jobholder) will be converted into appraisal points and support the third and final sub-process, Reclassification. Reclassification occurs after the PA exercise, and is aimed at awarding staff members whose performance in the reference period was over and beyond the level expected and which contributed beyond expectations to ECHA's Work Programme. In other words, this process is related to the promotion of the staff member (that is, assignment to the next grade) and consists of a points system (reclassification points which are accumulated yearly by adding the converted appraisal points and other points, e.g. exceptional merit points) with the following pre-requisites: a third working language acquisition, two years seniority in the current grade and acquisition of the minimum threshold points for the next grade level.

A core concept of the above sub-processes is the job description. The job description, being the first formal document confirming the tasks needed to perform the current job, consists among other things, of competences (derived from a predefined competences catalogue) needed to perform these tasks. The jobholder's competences are not developed only before appointment but throughout the staff member's personal career. The required competences to perform the current job may derive from a standard job hierarchy, coming from the current job type, job family and seniority.

Below an example of the sub-process for probation period is shown:

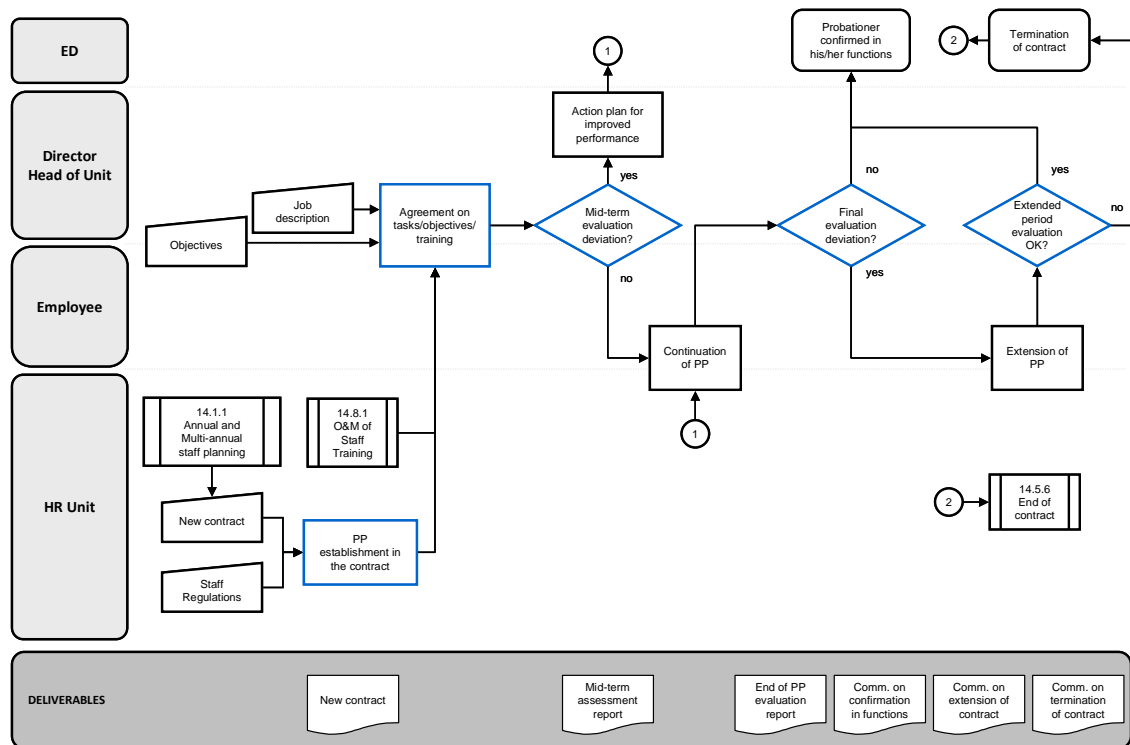


Figure 5: Probation period performance appraisal process

2.1.1.4 Details on current application landscape

The following figure indicates how the HR processes are currently supported by technology (HRIS):

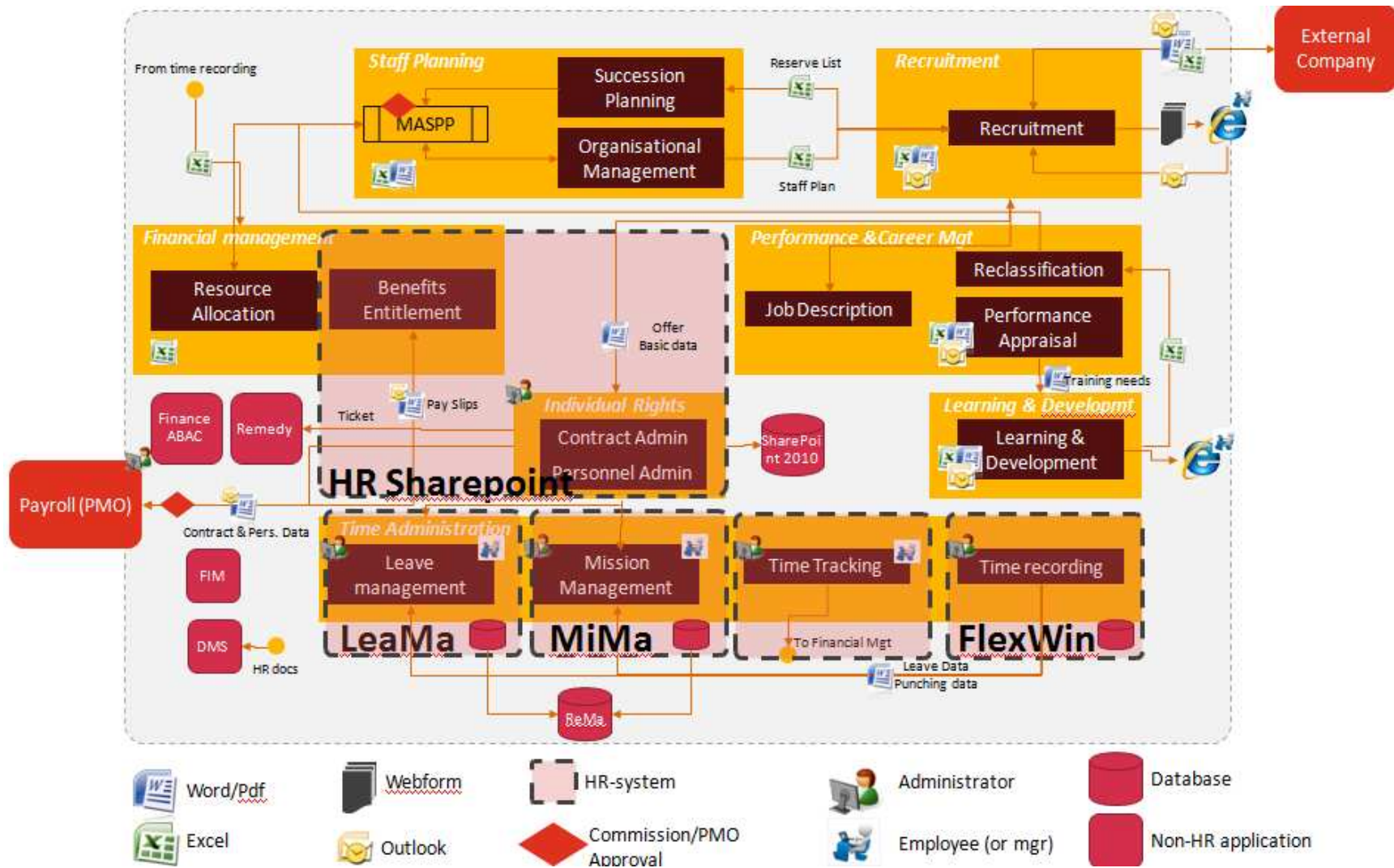


Figure 6: Current HRIS Landscape

The current HR application landscape consists of 6 HR Information Systems:

- Core HR data on personnel and their contracts is stored in a **Central Repository tool (e-HR)** based on MS SharePoint 2007 lists. Every night, data from these lists are uploaded into a MS SQL database.
- **Leave Management** is supported by a custom built system (LeaMa) based on Microsoft ASP.Net technology
- **Mission management** is supported by a custom built system (MiMa) based on Microsoft ASP.Net technology
- **Time tracking** (manual entering of worked time on Activities) is supported by automated xls upload into a MS SQL Server database.
- **Time recording** (punch times) is supported by a system called FlexWin.
- **Microsoft Forefront Identity Manager (FIM)** is used to integrate with MS Active Directory and MS Exchange.

Basic employee data (name, Employee ID, position, directorate and unit, etc) are shared with the LeaMa and MiMa systems via an XML file. The XML file is produced by a scheduled e-HR batch job that exports the required information into a file for LeaMa and MiMa to import. These two systems also send notification emails and meeting requests to staff members to notify approval and record meetings in their personal calendars. Notification emails are also sent to different distribution lists from e-HR, triggered by different tasks, e.g. appointment or departure of a staff member. In addition, an automatic ticket is sent to the BMC Remedy ticketing system for facilities and security teams. The integration between e-HR and BMC Remedy is implemented using the standard BMC Remedy web services interface. Changes to personal information is updated in Active Directory (via MS Forefront Identity Manager, see below) and the intranet site (e.g. personnel directory in MS SharePoint). No other integration exists.

Leave Management and Mission Management have self-service functionality for leave and mission requests. The Human Resources Central Repository (e-HR) system has some self-service functionality for update of personal and emergency information as well as requests for work certificates.

Performance and Career Management and Learning and Development make use of MS SharePoint Document Management System (DMS) sites for documents managements and basic workflow approval features.

Recruitment, financial management and staff planning are supported by paper or MS Office tools. For recruitment, webforms enable the online posting of vacancies, and automated workflow (e-mail) for online applications. For training, an online training catalogue exists (MS SharePoint).

Payroll is done externally by the European Commission Payroll Masters Office (PMO). Interface to Payroll is paper and MS Office tools based.

Reporting is done in BO (Business Objects), via **Reporting Management** (ReMa; ASP.net) for leave and mission management and via MS SQL for personnel and contract data.

2.1.1.5 Other projects & dependencies

- The legacy punching system (FlexWin) is an old technology that is not fit for integration. A feasibility study will occur to select new technology to support punch time recording. Tenderers are therefore asked to explain in their offer the general capacity to integrate with punch time recording technology giving details of potential target punching systems. The price and implementation of a punching system is not in scope of this project.
- Microsoft **Forefront Identity Management 2010** (FIM) will be the intermediate layer between Active directory and the new HR system. The HR system will need to be integrated with FIM.

2.2 Description of Resources & Teams

The tenderer shall give a detailed presentation of the project team(s) that will be deployed for the execution of the tasks as defined in these Specifications. The team(s) shall be composed of qualified and experienced staff, with relevant competences and expertise and, whose availability is guaranteed for the whole duration of the framework contract (see annex 5.1.1 – Technical Specifications for more details).

ECHA identified the following key technical profiles that the tenderer may be required to deploy under the framework contract:

- Service Delivery Manager
- Project manager
- HR Solution Architect
- Business analyst
- HR System Administrator
- Developer

For each of them a set of minimum requirements is defined in annex 5.1.1 – Technical Specifications. The tenderer shall have availability of staff for each of the technical profiles mentioned above and matching the respective minimum requirements.

In addition to the above mentioned profiles, it is expected that the tenderer will provide additional resources on the roles of helpdesk support or similar as part of the services to be provided within the warranty period and for maintenance and support (i.e. 2nd-line support after go-Live etc.).

2.3 Description of Tasks

ECHA will procure under the Framework Contract the following types of services:

- Provision and Implementation of an externally hosted HR System;
- Hosting, maintenance and support (and any other associated service) of the HR System.

The tenderer must be in a position to provide all services requested under the Framework Contract.

The details for the various types of services to be provided are described in the *Technical Specifications* in annex 5.1.1. The details on the roles and responsibilities are described in Annex 5.1.5 Responsibility Matrix.

2.4 Deliverables & Desired Outcomes

2.4.1 Document Deliverables

The format of deliverables can vary considerably and will be specified in the Specific Contracts or Order Forms. Formats for deliverables include (non-exhaustive list):

- Project Reports
- Meeting minutes
- Functional specification documents
- Analysis and design models
- Project plans
- Quality plans
- Testing plans
- Training plans
- User manuals

All deliverables shall undergo thorough reviews and/or tests by the tenderer before being released to the Agency for acceptance. Each deliverable will be assessed to verify that it conforms to the description of work. Only deliverables that are approved by the tenderer's Project Manager (or equivalent role) will be formally released and then become available for review and acceptance by the Agency.

Contract/Project reports

The tenderer shall provide regular reports to the responsible Contract/Project Manager at the Agency, in the layout specified in the Specific Contracts or Order Forms. The frequency of reporting (in general monthly) may differ depending on the size and complexity of the service or project and will be stipulated in the Specific Contracts or order forms.

The report will include:

- A summary of the activities clearly showing the assignment of tasks to resources over time, including starting and end dates of tasks, task completion percentage, logical relation between the activities, project critical path, milestones, deliverables, delivery dates and budget execution;
- The values of the quality indicators (tenderer's service level will be measured by reference to the metrics defined in the SLA and quality standards as specified in the specific contract);
- The risks identified, problems encountered and any other issue that may need assessment along with mitigating measures taken/ proposed.

Contract/Project reports, which have been agreed by the Agency's project team, will form part of the deliverables.

2.4.2 IT Deliverables

For the IT deliverables please refer to the work packages in Annex 5.1.1 – Technical Specifications and to the requirements book in Annex 5.1.2. Further definition of the deliverables may be stipulated in the Specific Contracts or Order Forms.

2.5 Description of Meetings

Meetings may take place either in Helsinki or by videoconferencing as follows:

- Six (6) steering groups (see section 3.2.1.1 of Annex 5.1.1) meetings per year, three of which will be in Helsinki and three via videoconferencing.
- Meetings under Specific Contracts may vary according to the type of project/tasks to be executed. These will be defined in the Specific Contracts and may relate to (non-exhaustive list):
 - Kick off meeting including project plan review (*);
 - Project management (from Specific Contract's kick off to sign off).
 - Training and knowledge build-up during the takeover period.
 - Business analysis and definition of the functionalities to be developed. **High interaction with ECHA is expected on-site during the business analysis activities** (*).
 - Quality assurance, including security assurance.
 - System deployment in hosted production environment.
 - Intermediate progress meetings;
 - Final system delivery and acceptance meeting (*).

The meetings marked with (*) will be held at ECHA premises, in Helsinki. The rest of the meetings will be organized on ad-hoc basis and may be through video conference.

The tenderer shall provide the necessary videoconferencing equipment and facility at its premises to establish videoconferencing meetings with ECHA.

The tenderer shall prepare the agenda for each meeting, which is subject to approval by ECHA at least five (5) working days before the meeting takes place. For kick off meetings, the period mentioned above is reduced to two (2) working days.

All meetings shall be conducted in English and the minutes shall be written by the tenderer in English and provided in an editable electronic format within 3 working days after the meeting unless otherwise stipulated in the Specific Contracts or Order Forms.

Meeting minutes, which have been agreed with the Agency project team, will form part of the deliverables.

2.6 General conditions for the provisioning of services

2.6.1 Language

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

2.6.2 Place of performance

The normal place of performance of the services shall be ECHA's premises and the tenderer's premises, including the premises of partners and/or subcontractors and, any other place designated by the tenderer and agreed by ECHA.

As an exception, the Agency may request performance of the services outside the normal place of performance, depending on the nature of the specific project/tasks. In any such case, reimbursement of expenses shall be defined under each Specific Contracts or Order Forms. The relevant provision of the framework contract shall apply (see article I.3.3 of Annex 5.3.1 for details).

Please note that in the performance of the services, ECHA data must never leave EU territory and no access shall be granted from outside this territory. See Section 5 of Annex 5.1.1 for more details.

2.6.3 Work time

As a rule, work at ECHA shall be carried out **within the normal working hours**, from 8 a.m. to 8 p.m., and on normal working days. Normal working days are Monday to Friday, except for ECHA holidays as defined in Annex 5.4 for 2013. Such holidays may differ from national ones, and will be notified every year in advance for the upcoming year.

For Time and Means Specific Contracts, please note that a full time equivalent day (FTE) is 7.5 hours. Deviations of more than 20% per day of service shall be agreed upfront with ECHA. The days and hours worked per resource will – at least on longer-term assignments – be verified by ECHA against the Agency's electronic time-recording system, which tenderer's staff shall use regularly and properly to facilitate the verification of service hours in conjunction with invoicing.

In exceptional cases and only on written demand by the Agency, the necessity to deliver services **outside of normal working days and/or hours** may occur.

For these exceptional situations, only the following surcharges may apply:

- On normal working days before 8 .a.m. and after 8 p.m.: 50 % of the corresponding person-day price for normal working hours, pro rata.
- On weekends and ECHA holidays: 100 % of the corresponding person-day price for normal working hours, pro rata.
- Surcharges do not apply during travels.

The Agency may exceptionally also request the delivery of **"on-call"** (aka **"stand-by duty"**) intended to ensure the ability of a resource, i.e. to be reachable – typically via mobile phone to be provided by tenderer – during the

relevant period of time and to be present at the designated place of performance within 75 minutes of being alerted. Such "on-call"- services are chargeable by 25% (during normal working days) or 50% (during weekends and ECHA holidays) of the rate applicable for the time-window during which these services are delivered, pro-rata. The service should be delivered by tenderer's staff with the same profile(s) of the tenderer's staff providing the service during normal working hours.

2.6.4 Training

As a rule, the Agency will not take charge of the training of the tenderer's staff. Hence, it is the tenderer's obligation to make sure that its staff members working for the Agency have the relevant knowledge and experience relevant for the tasks.

In principle, the tenderer is requested to plan at least five (5) days training per year for its staff working for the Agency.

In exceptional cases and on special request of the Agency, staff working for a Time & Means Specific Contract may be invited to attend a technical training course on relevant software, organized by the Agency in the Agency's premises. These trainings would occur during normal working hours and would not be paid separately as a training day.

If the Agency asks the tenderer's staff to follow a non-informatics training necessary for the work (e.g. business procedures or application functionalities), it is considered as a normal working day paid by the Agency.

2.6.5 Confidentiality

Prior to the signature of the Framework Contract, the tenderer (including partners and subcontractors) is required to sign a Non-Disclosure Agreement (NDA) with the Agency.

Furthermore, upon signature of the Framework Contract, all tenderer's personnel (including those of partners and subcontractors/freelancers etc.) working under the Framework Contract shall sign a confidentiality declaration (see Article I.15 of Annex 5.3.1).

3 The Contract

3.1 The nature of the contract

The contractual relationship between the Agency and the successful tenderer will be governed by a special type of contract known as "Framework Contract". The Agency intends to establish a Framework Contract with a single service provider.

It should be stressed that Framework Contracts involve no direct commitment and, in particular, do not constitute orders per se. Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between the Agency and the tenderer during their period of validity. Actual assignments will be placed after the Framework Contract is signed and in force, through specific contracts or order forms concluded in performance of the Framework Contract.

The contracting modes that may be used under the Framework Contract are fixed price, time and means, quoted time and means, as well as order forms. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. Signature of the Framework Contract does not place the Agency under any obligation to place an assignment.

The Framework Contract does not preclude the Agency from assigning tasks in the areas set out above to other contractors or from having these tasks carried out by the Agency staff.

3.2 Starting date of the contract and duration of the tasks

The Contract shall enter into force on the date on which it is signed by the last contracting party.

The indicative intended date for the signature of the Framework Contract is Q4 2013.

The initial duration of the framework contract shall be 2 years with 2 possible renewals of one year each. Furthermore, the framework contract may be renewed annually for up to additional 4 years in order to ensure that the investment in the system can be maintained throughout its lifetime. During these additional 4 years, use of the framework contract will be limited to maintenance, hosting, and services in connection with essential changes: no overhaul to the system will take place if the framework contract continues in years 5 to 8.

The execution of the tasks may not start before the first specific contract or order form has been signed.

3.3 Terms of payment

Payments shall be made in accordance with Article II.5 of the draft Framework Contract and of the respective articles in the draft specific contracts and order forms (see Annex 5.3 'Contractual documentation'). The terms and schedule of payment will be laid down in the specific contracts or order forms. As a rule, payments for recurring services and Time & Means contracts will be carried out on a monthly or quarterly basis (as specified in each specific contract). For assignments creating an obligation for the tenderer to provide deliverables payment will be based on prior acceptance of deliverables by the Agency. Requests for payment of accepted deliverables (see Section 3.7.2) shall be admissible only where they are based on an invoice made in good and due form. Each invoice must include the detailed list of services covered.

3.4 Guarantees

In the context of the implementation of a Specific Contract a performance guarantee may be required. In the event of default, defective performance or delay in the execution of the specific contract, the guarantee shall be forfeited in proportion to the extent of the damages caused to the Agency.

The Tenderer shall describe in his offer the arrangements (e.g. professional risk indemnity insurance), already existing or taken specifically for this Framework Contract, which he will have in place in order to cover liability, which he could

incur during the implementation of the Framework Contract, as laid down in Article I.19 of the Draft Framework Contract (Annex 5.3.1)

3.5 Liability

3.5.1 Joint Offers

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

Statements saying, for instance:

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

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

3.5.2 Subcontracting

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

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

During execution of the contract, the tenderer will need the Agency's express authorisation to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original offer.

Tenderers must inform subcontractor (s) and include in their sub-contracting documents that Article II.18 of the Framework Contract may be applied to subcontractors.

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

3.6 Data Protection

Any response to the invitation to tender will require the recording and further processing of personal data (name, address, CV, for example). This data will be processed in accordance with the requirements of Regulation (EC) 45/2001 on the

protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. Except if mentioned otherwise, replies to questions and personal data are necessary for the purpose of assessing a tender according to the specifications of the invitation to tender and will only be processed by the Agency's Data Controller for this purpose. A tenderer may, upon request, obtain the communication of personal data and rectify any inaccurate or incomplete personal data. Any queries concerning the processing of personal data should be addressed to the Agency's Data Controller. As regards to the processing of personal data, a tenderer has the right to recourse at any time to the European Data Protection Supervisor.

As regards to the processing of personal data entrusted to the tenderer under the Framework Contract, without prejudice to the requirements on security and confidentiality as defined in the tender documentation, Article II.6 of the Framework Contract shall apply.

3.7 Implementation of the contract

The Contract shall be implemented through specific contracts and order forms. Specific contracts can be either on a Fixed Price or a Time and Means or a Quoted Time and Means basis, in accordance with the provisions related to each order type, as specified hereafter.

3.7.1 Order types

Services shall be provided on the basis of three different kinds of orders:

- Fixed Price orders, which correspond to the order of a defined work;
- Time & Means orders, which correspond to the order of a number of days performed inside or outside the Agency's premises;
- Quoted Time & Means orders which correspond to the order of a number of days for defined subtasks;

3.7.1.1 Fixed Price orders

Fixed Price (FP) orders are executed outside the Agency's premises as a rule (i.e. off-site or extra-muros) or exceptionally at the Agency's premises. In a Fixed Price order the Agency specifies the deliverables corresponding to the work to be delivered with expected timeframe.

The following conditions relating to fixed price orders apply:

- The tenderer must present proposals meeting the requirements as specified in the Service Requests and associated annexes (specifications, work packages, deliverables, deadlines etc.).
- The offer must include a project plan. It has to indicate the proposed activities, the team structure, profiles, roles, responsibilities and workload (person-days) of the different team members. Based on this, the financial offer must be based on the estimation of the number of days for each profile.

- The offer must include the list of staff members and their CVs proposed for the execution of the order. Tenderer's staff must match the profile descriptions as laid down in the Technical Specifications of the Framework Contract.
- The offer must also include the financial bid, which must include the price and the reimbursable, where applicable. The price must be based on the prices indicated in the financial proposal for the Framework Contract. The prices must be all-inclusive. However, travel expenses shall be reimbursed, but only in case of work performed at a location other than the normal place of performance, as indicated in the request for services.
- The work is performed off-site, typically on tenderer's premises. The tenderer shall provide all necessary infrastructures on his premises for the successful execution of the work.
- If required by the Agency, meetings and the presentation of the deliverables, and their acceptance process, may take place at the Agency's premises.
- The deliverables must be in line with the delivery schedule, and conform to the specifications as described in the specific contract. A warranty shall apply to the deliverables accepted by the Agency.
- The invoicing is based on the acceptance of the deliverables by the Agency, independently of the real workload.

3.7.1.2 Time & Means orders

Time & Means (TM) orders are executed inside as a rule, or outside, in exceptional cases, the Agency's premises (i.e. on-site or intra-muros or off-site or extra-muros). Work is normally performed on the Agency's premises. In some cases, on the Agency's request, travels outside the normal location can be required.

The following conditions relating to Time & Means orders apply:

- In a Time & Means order the Agency specifies the workload (e.g. person-day) and its specific needs for requested profiles.
- The tenderer must present proposals meeting the requirements as specified in the Service Requests and associated documents. Tenderer's proposed staff must match the requested profile description in the Framework Contract and the specific needs defined in the Service Request.
- The tenderer must be able to propose per requested profile at least one qualified personnel to choose from. Pre-defined CV forms must be used. All information indicated in the CV has to be correct and validated.
- The offer must also include the financial bid in line with the unit prices of the framework contract. The financial proposal must include the price and the reimbursable costs, where applicable.

The price must be based on the fixed prices per person-day indicated in the financial proposal for the Framework Contract. The prices must be all-inclusive. However, travel expenses shall be reimbursed, but only in case of work performed at a location other than the Agency's premises by intramuros consultants, or in case of work performed at a location other than the Contractor's premises by extramuros consultants, as indicated in the request for services.

- Prior to the signature of the specific contract, the Agency will verify that the team of personnel proposed by the tenderer meets the requirements of the service request of ECHA and of the profiles in the framework contract. Personnel proposed must be available at the start of the assignment. Personnel proposed must be available for interviews.
- When personnel approved by ECHA is no longer available before the start of the implementation of a specific contract, the tenderer is obliged to inform the Agency immediately. If the specific contract is not yet signed by both parties, the tenderer shall propose as soon as possible, and at the latest within a maximum of 5 working days from the date when the need for replacement is known, new personnel with equivalent qualifications and experience with respect to those of the personnel originally approved by the Agency, and as required for the profile. If the specific contract is signed, but not yet being implemented, the Agency can either ask for a replacement with the performance of 10 working days free of charge or exercise its rights under the framework contract.
- During the implementation of a specific contract, in case of replacement at the initiative of the tenderer, the tenderer must immediately inform the Agency and propose as soon as possible, and at the latest within a maximum of 5 working days from the date when the need for replacement is known, personnel with qualifications and experience equivalent to those of the replaced personnel. Prior agreement of the Agency with the replacement must also be obtained. In case of such a replacement, the handover period must be between 10 and 20 working days (depending on the complexity of the relevant work), free of charge for the Agency. If no handover is possible and additional training is needed for the replacement personnel approved by ECHA, at least 15 working days (free of charge for the Agency) must be performed by the replacement personnel. Any such replacement will be effected at no additional cost to the Agency.
- During the implementation of a specific contract, upon written request from the Agency the tenderer must present as soon as possible and within a maximum of 5 working days the CV of personnel with equivalent qualifications and experience to immediately replace the personnel who has proved incapable of carrying out the tasks to the required standards and according to the requirements described in the specific contract. The replacement personnel selected by the Agency will be given sufficient training during an adequate handover period between 10 and 20 working days depending on the complexity of the relevant work (free of charge for ECHA) so that s/he may be

immediately operational when the initial personnel is withdrawn. If no handover is possible and additional training is needed for the replacement personnel approved by ECHA, at least 15 working days free of charge for the Agency must be performed by the replacement personnel. Any such replacement will be effected at no additional cost to the Agency.

- In case of force majeure, if tenderer's personnel is no longer able to carry out the assignment, the tenderer is obliged to inform the Agency and immediately provide a competent replacement personnel and arrange sufficient training (during an adequate handover period when possible) to guarantee continuity of the service provided to the Agency. Any such replacement will be effected at no additional cost to the Agency. This interim replacement may ultimately be replaced by personnel having the same qualifications and experience as the personnel replaced due to force majeure.
- In case of replacement, with the exception of the immediate reaction to a situation of force majeure, the tenderer must propose a minimum of two candidates with the equivalent qualifications and experience with respect to those of the replaced personnel and as required for the relevant profile. If the tenderer does not propose suitable replacement personnel, the Agency may exercise its rights under the framework contract.
- The holidays or other long periods of planned absence of the tenderer's personnel are expected to be agreed in advance with the Agency. On the Agency's demand, during holidays or other periods of planned absence, the tenderer may be required to provide an adequate replacement. The replacement personnel will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to the Agency. All such training and handover work will be carried out at the tenderer's expense.
- The invoicing will be based on the number of days performed.

Remarks:

- One full year corresponds normally to an effective workload of 220 days.
- The Service Request can combine different profiles, with the requested quantity for each profile and the individual workload.

3.7.1.3 Quoted Time & Means orders

Quoted Time & Means (QTM) Orders are executed outside the Agency's premises as a rule (i.e. off-site or extra-muros), or exceptionally at the Agency's premises. In a Quoted Time & Means order the Agency specifies the different tasks to be executed.

The following conditions relating to Quoted Time & Means orders apply:

- In a Quoted Time & Means order the Agency specifies in the service request the different services to be provided, namely the

different sub-tasks to be executed in a project, the total number of person-days as well as the duration of the specific contract. The Agency may also specify the required profiles.

- Unless otherwise agreed in the specific contract, the work will be normally performed off site, typically on the tenderer's premises. If required meetings and the physical delivery of a sub-task – including acceptance process –, have to be done at the Agency's premises. In principle, these activities will not exceed an average of one day per week.
- The tenderer must present a proposal meeting the requirements as specified in the service request and associated documents (e.g. technical annex with description of sub-tasks). The offer must include a technical proposal based on the requirements, the profiles and workload (person days). The financial proposal has to be based on the profiles and their workload and be in line with the unit prices of the framework contract.
- The offer must include the list of personnel and their CVs proposed for the execution of the order. Tenderer's personnel must match the requested profile description as laid down in the framework contract.
- The work is divided into various sub-tasks performed during the execution of the specific contract. The Agency will provide the tenderer with a detailed description of each sub-task. The tenderer will send the Agency a proposal for the execution of each sub-task (including the workload and time schedule) on the basis of a number of person-days with the requested profile(s). When agreement with the Agency has been reached, a Quoted Time and Means form must be signed by both parties. Only agreed costs for the specified sub-tasks are chargeable, after acceptance by the Agency.
- The contractual warranty applies to the sub-tasks accepted by the Agency.
- On the Agency's demand, the tenderer must replace personnel who prove incapable of carrying out the specified tasks to the required standards. The replacement personnel will be given sufficient training during an adequate handover period, so that he/she may be immediately operational when the original personnel is withdrawn. Any such replacement and training, if required, will be carried out at no additional cost to the Agency.
- The tenderer shall give a month notice to the Agency of any personnel changes in the team. The prior agreement of the Agency must be obtained.
- In case of 'force majeure', if the original personnel is no longer able to carry out the work, the tenderer is obliged to inform the Agency, immediately provide a competent replacement personnel and arrange sufficient training (during an adequate handover period where possible) to guarantee continuity of the service provided to the Agency. Any such replacement will be effected at no additional cost to the Agency.

- In case of replacement, the tenderer must propose a minimum of two replacement personnel with the equivalent qualifications and experience and as required for the profile. If the tenderer does not propose suitable replacement personnel, the Agency may immediately terminate the specific contract.
- On the Agency's demand, during holidays or other periods of planned absence by the personnel employed, the tenderer will be required to provide an adequate replacement. The replacement personnel will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to the Agency. All such training and handover work will be carried out at the tenderer's expense.
- When personnel is no more available before the start of a new specific contract, the tenderer is obliged to inform the Agency immediately and provide adequate replacement as indicated above.
- The invoicing requires the acceptance of the deliverables by the Agency, and is based on real workload of the profiles used in the specific contract (i.e. QTM assignments). The request for payment of the tenderer shall be admissible if accompanied by a report specifying the tasks and deliverables accepted by the Agency.

3.7.2 Acceptance of work

Official acceptance of the work carried out will take place at milestones during and at the end of each Order Form or Specific Contract execution, after acceptance of all deliverables forming part of the assignment according to the default procedures described in Annex 5.1.1 – Technical Specifications. Invoices may be issued only for executed tasks that have been completed and duly accepted.

For the specification of document deliverables and their acceptance procedure, please refer to section 2.4.1 in this document, and Annex 5.1.1 – Technical Specifications.

For the specification of the IT product deliverables and their acceptance procedure, please refer to section 2.4.2 in this document, and Annex 5.1.1 – Technical Specifications.

3.8 Warranties

The Tenderer shall guarantee:

- (i) To deliver services in a professional way a reasonable person would do in similar circumstances and in accordance with generally accepted standards and practices for similar services, as provided by Articles I.12.2 and I.17 of the Framework Contract;
- (ii) The results of deliverables from services provided will continue to meet the Technical Specifications;

(iii) The software deliverables will be error free for a period of six (6) months after final acceptance and after each installation of an upgrade. The warranty period is extended by the sum of the recovery times for all critical and major issues, where ECHA cannot use the software deliverable during the warranty period. Upon expiration of the warranty period, the Tenderer shall provide software maintenance for the period of execution of tasks under the Framework Contract. Such service shall be subject to one or several Specific Contract(s) under this Framework Contract;

(iv) Tenderer's personnel will continue to meet the agreed qualification with respect to training, expertise and experience for the duration of the Framework Contract;

(v) The services and deliverables provided on the basis of this Framework Contract and their use by ECHA shall not infringe the intellectual property rights of others.

3.9 Intellectual Property Rights

Any deliverable, information asset, software asset, etc. created or used within the realm of this Framework Contract, which is not specifically licensed by the tenderer or purchased/licensed from a third party, shall be the intellectual property of ECHA, even when stored on the tenderer's premises. At the end of the Framework Contract or in case of termination/not renewal, the tenderer shall hand over to the Agency all such assets in line with the respective transition procedures as laid down in Annex 5.1.1 – Technical Specifications.

3.10 Amendments to the Framework Contract

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

4 The procurement procedure

4.1 Preparation of the tender

4.1.1 General

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

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

Tenders must include the following information:

- all the information and documents requested by the Agency in order to assess the tender;

- the price in euros;
- one specimen signature of an authorised agent (preferably in blue ink) on the legal entity form⁷, and a statement from the same agent confirming the validity of the tender;
- the name and contact details of a contact person in relation to the submission of the bid.

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

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

4.1.2 Content of the tender

Tenders must be presented in three sections:

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

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

Section three: Financial proposal - including documentation and proposal regarding financial award criterion (see section 4.1.2.3).

4.1.2.1 Section One: Administrative proposal

Eligibility documentation

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

In practice, the participation of applicants from third countries that have concluded a bilateral or multilateral agreement with the Communities in the area of public contracts must be allowed, under the conditions provided for in that agreement.

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

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

The **Legal Entity Form**⁸ is to be signed by a representative of the tenderer authorised to sign contracts with third parties.

⁷ See section 4.1.2.1

⁸ This form is available at:
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

The **Financial identification**⁹ form shall be duly filled in and signed by an authorised representative of the tenderer and its banker.

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

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

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

Subcontractors are only obliged to provide the legal entity form without the evidence, and are not required to present the financial identification form.

In case of a joint offer, only the co-ordinator must return the financial identification form.

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

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

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

In case of tenderers submitting a joint offer, the tenderers are asked to fill in and duly sign one of the attached **powers of attorney**¹⁰, depending on the set up that has been chosen by the tenderers.

If the tenderer envisages subcontracting, the tender must include:

- a **document**¹¹ clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent**¹² by each proposed subcontractor(s) stating its intention to collaborate with the tender if the tenderer wins the

⁹ The form is available at:

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

¹⁰ See Annex 5.2.1

¹¹ To be provided in free format

contract and their willingness to accept the tasks and the terms and conditions set out in these Tender Specifications and in the draft Framework Contract attached (in particular article II.18 of the Framework contract).

Exclusion criteria documentation

Tenderers or their representatives shall provide a **declaration on their honour**¹³, duly signed and dated in which they:

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

Where the bid constitutes a joint offer, each entity must provide the form. Where the total amount envisaged for subcontracting is equal to or exceed 30% of the total contract value (independently of the individual subcontractor's contribution to the contract by value), the potential subcontractor(s) must also provide the form (as required from the potential tenderer). The same applies regarding the requirement to present evidence of compliance with the exclusion criteria.

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

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

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

Selection criteria documentation

General

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid. It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification. The evidence for the selection criteria shall be assessed in the second stage of the evaluation of the tenders¹⁴.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided that it will have at its disposal the resources necessary for

¹² See Annex 5.2.2

¹³ See Annex 5.2.3

¹⁴ See Section 4.4

performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

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

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

In case of sub-contracting for which the total amount envisaged is equal to or exceed 30% of the total contract value (independently of the individual subcontractor's contribution to the contract by value), evidence of the ability of the potential subcontractor(s) to perform the tasks entrusted to him/them shall be included in the offer. Such evidence is the same as that one also required from the tenderer, however, subcontractor(s) have to provide the documents to prove their capacity only for the parts of the contract that are relevant to them. The evidence provided will be checked to ensure that the tenderer with the subcontractor(s) altogether fulfil the criteria.

Selection criterion 1: Evidence of the economic and financial capacity of the service provider(s)

This proof is to be provided by submitting the completed Financial and Economic Capacity Overview Form¹⁵, as well as a full copy of the tenderer's annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last three years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be certified by the tenderer.

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

All tenderers must provide proof of their economic and financial capacity. In the case of joint offer or subcontracting each partner in a joint offer and all subcontractors shall provide the evidence for the economic and financial capacity mentioned above. The assessment of whether the minimum average annual turnover criterion is met will be based on a consolidated assessment (tenderer plus partners/subcontractors).

Selection criterion 2: Evidence of the technical and professional capacity of the service provider(s)

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

¹⁵ See Annex 5.2.4

By submitting a tender, each legal entity involved therein accepts the possibility of a check being carried out by the Agency on its technical capacities and quality control measures.

Evidence of the technical and professional capacity of the providers involved in the tender must be furnished on the basis of the following documents:

a) Evidence for selection criterion 2.1 (Staff Capacity)

Tenderers shall present their ability to provide consistent, skilled business and technical resources and to ensure that individual resources will be committed throughout the entire duration of the Contract.

The information to be provided shall not exceed **3 pages** (Arial 10, A4).

Tenderers must present a statement of their average annual manpower during 2011, 2012 and 2013 covering all profiles matching the respective requirements as listed in section 3.2.1.2 of the Technical Specifications (Annex 5.1.1). The statement must be provided using the form in Annex 5.2.6.

b) Evidence for selection criterion 2.2 (Project Capacity):

Tenderers shall include a presentation of their Company (including history, organisation, activities, enrolment in the professional register, accounts handled, clients location, geographical point of presence and potential evolution, number of projects per year, personnel figures broken down by sales, administrative, support and implementation per region) of no more than **8 pages** (Arial 10, A4).

In order to prove his knowledge, expertise and track record the tenderer shall present a list of at least **2 contracts** finalised during the years 2010-2013 (up to the date for submission of offers) under which he has provided services similar in terms of content, size and complexity to those described in this Call for Tenders, clearly identifying the sums, dates and recipients, public or private.

A detailed description of all the contract references must be provided using the attached form (see Annex 5.2.5). The information provided for each of these references shall not exceed **4 pages** (Arial 10, A4).

c) Evidence for selection criterion 2.3 (Service Delivery and Data Centre Facilities - Hosting)

Tenderers must provide in their offer:

- A detailed description of the infrastructure and technical facilities at their disposal for delivering the services that constitute the subject of the Contract.
- A description of the tenderer's capacity to provide network connectivity between the Agency and its data centre (and other service delivery facilities envisaged to be used in this context). This description shall also include the inter-connectivity between sites if envisaged to be used by the tenderer.
- A description of tenderer's capacity to provide server, storage, and other hardware and related services.

The descriptive information provided for this section shall not exceed **15 pages** (Arial 10, A4) in total.

d) Evidence for selection criterion 2.4 (Security and Business Continuity)

Tenderers shall provide descriptions of their security procedures, business continuity planning and services, and disaster recovery practices. Details on the typical security features of the facilities envisaged to provide the services in scope and the specific technical and organisational security measures to mitigate risks associated related to the handling of confidential information including the processing of personal data¹⁶ shall be provided. The location of all service delivery and data centre facilities and any system access and remote management of applications and servers (i.e. data transit) etc. shall be clearly identified.

Tenderers should include any related certification (ISO 27001, BS 25999¹⁷, or equivalent) obtained based on an audit of their facilities and measures by a recognised, competent body.

All descriptive information provided in the context of this paragraph shall not exceed **15 pages** (Arial 10, A4), supplemented – where applicable – by copies of relevant certificates.

e) Evidence for selection criterion 2.5 (Organisational Capacity)

Tenderers must show documented compliance with relevant quality control systems and standards, i.e. ISO 9001 or equivalent.

Quality Management Certification must be issued by institutions or official services recognised as competent in quality control and/or verification of compliance with standards applicable, certifying in particular that the candidate possesses quality assurance certification for the type of services covered by this Call for Tender (ISO 9001 or equivalent).

Tenderers must show alignment or compliance with relevant service management standards, e.g. ITIL (v2 or v3), or equivalent, as evidenced by corresponding certification or equivalent documentation.

All descriptive information provided for this section (2.5) shall not exceed **5 pages** (Arial 10, A4), supplemented – where applicable – by copies of relevant certificates.

4.1.2.2 Section Two: Technical proposal

Qualitative award criteria documentation

¹⁶ Processing of personal data shall be in accordance with Article II.6 of the Framework Contract (Annex 5.3).

¹⁷ 2012-2014: upgrade period for the transition from BS 25999 to ISO 22301 released on 15 May 2012.

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

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

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressively covered by the tender, the Agency may decide to give a zero mark for the relevant qualitative award criteria.

4.1.2.3 Section Three: Financial proposal

Financial award criteria documentation

Tenderers must use the Pricing sheet in Annex 5.1.4 to formulate their financial proposal.

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

Cost of Implementation:

- For each process, for the requirements marked 'Required', the price per work-package. The cost of activities such as analysis, development, data migration, testing, go-live, training etc. as described in the implementation approach in Annex 5.1.1 shall be included in the implementation costs.

Cost of Licence(s):

- A one-off licence price shall be given for each licence needed for the implemented solution. The price of the licence(s) shall reflect any costs related and to be covered under the licence. It should be indicated what is included in the licence. Any third party licence(s) required shall be listed with the respective price.

Cost of Maintenance and Support:

- Annual price for maintenance (including licence(s) maintenance) and support services (as requested in these specifications) with a detailed breakdown of the services covered (per application environment if applicable) and their respective costs.
- Any other cost that is foreseen and not already covered under the above sections, shall be listed in the Maintenance and Support tab of the Pricing sheet.

Cost of Hosting:

- Price of the initial set-up and installation of the system at the hosting facilities (Data centre(s)).
- Annual hosting fee to include on-going maintenance, support services and upgrades of all hardware, middleware, database, platform and infrastructure (e.g. server infrastructure, storage, backups, etc.).
- Price of the Exit fee (to cover the Exit services described in Annex 5.1.1).

The tenderers attention is drawn to the following points:

- prices must be expressed in euros;
- prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to the Agency by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderers responsibility to contact his national authorities to clarify the way in which the European Community is exempt from VAT;
- Prices shall not be conditional and be directly applicable by following the technical specifications.
- Prices shall be fixed and not subject to revision for order forms and specific contracts placed during the first two (2) years of duration of the Contract. Price revision shall be done in accordance with Article I.3.2 of the Contract (see Annex 5.3.1).
- All tenders must contain all the information and all the supporting documents required by these specifications. **Please note that it is not possible to modify the financial proposal after the submission of the tender.** In the absence of the required information or documents, the Agency may disqualify the bid. The Agency reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

4.1.2.4 Form of the tender

The tender must be submitted under double sealed cover.

The outer envelope should bear the address as mentioned below.

The inner envelope should be addressed to the Financial Unit R1 and marked "*Invitation to tender No ECHA/2013/03*" and "*Not to be opened by the internal mail service*". If self-adhesive envelopes are used, they must be sealed with

adhesive tape and the sender must sign across the tape. The inner envelope must also contain three sealed envelopes, one containing the administrative proposal, the second the technical proposal and the third the financial bid. Each of these envelopes must clearly indicate the content. The administrative proposal, the technical proposal and the financial bid must be submitted, in duplicate (one set of originals and one set of copies) and a third set in electronic format (on CD ROM).

4.1.3 Submission of the tender

4.1.3.1 General terms and conditions for submission

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

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

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

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

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

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

Variants are not allowed.

The offer must remain valid for a period of 9 months following the final date for submitting tenders (see below). During this period, tenderers must maintain all the conditions of their bids.

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

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

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

4.1.3.2 Requirements for submission

Tenders may be:

a) either sent by registered mail, posted no later than 13/05/2013, (date as postmark); to the following address:

| |
|---|
| <p><i>European Chemicals Agency (ECHA)</i> <i>Invitation to tender No: ECHA/2013/03</i></p> |
|---|

*Finance Unit R1
PO Box 400
Annankatu 18
00121 Helsinki
Finland*

b) or sent by courier services, no later than 13/05/2013 (date of deposit slip), to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2013/03
Finance Unit R1
Annankatu 18
00120 Helsinki
Finland*

c) or delivered by hand, in person or by an authorised representative no later than 16:00 hours Helsinki time on 13/05/2013, (date of acknowledgement of receipt by the Agency) to the address mentioned above.

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

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

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

4.2 Contact between the tenderer and the Agency

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

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

Such requests for further information may be made only in writing with the subject indication, « ECHA/2013/03 » to the following e-mail address:

procurement@echa.europa.eu

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

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

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

All tenderers are advised to take note of the fact that no additional information will be sent (neither by post nor by e-mail) regarding new information that has become available. Therefore, all tenderers are kindly requested to visit the above-mentioned website frequently prior to submitting bids.

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

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

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

4.3 Opening of the tenders

Tenders will be opened at 12:00 on 23/05/2013 at the following location:

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

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

4.4 Evaluation of the tenders

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

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

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

The aim of each of these stages is:

1. to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract;
2. to check, in the second stage (selection criteria), the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage;
3. to evaluate on the basis of the award criteria the technical and financial tenders and establish a ranking list, by order of merit, of all tenders having passed the exclusion and selection stages, as well as the quality thresholds set for the evaluation of the award criteria.

4.4.1 Stage 1 – application of exclusion criteria

In accordance with Articles 106 and 107 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the exclusion criteria form¹⁸.

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

4.4.2 Stage 2 - application of selection criteria

These criteria will be assessed on the basis of the documents indicated¹⁹.

| <u>SELECTION CRITERIA</u> |
|---|
| 1. FINANCIAL AND ECONOMIC CAPACITY |
| 1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract. |
| 1.2 Minimum average annual turnover for the last three financial years: EUR 2.000.000 |
| 2. TECHNICAL AND PROFESSIONAL CAPACITY |
| 2.1 Staff Capacity: Capability of the tenderer to provide a sufficient number of qualified staff for the performance of the tasks under the Contract. |
| The tenderer must have on average per year during 2011, 2012 and 2013 minimum a total number of 40 staff members covering all profiles matching the respective requirements as listed in section 3.2.1.2 of the Technical Specifications |

¹⁸ See section 4.1.2.1

¹⁹ See section 4.1.2.1

(Annex 5.1.1).

2.2 Project Capacity: Sufficient recent experience in the provision of services similar in scope and volumes to those relevant for this Call for Tenders.

Minimum of **two (2) contracts** for relevant services which were finalised by the tenderer during the period **2010-2013** (up to the date for submission of offers), with a minimum value per contract of **EUR 300,000**.

2.3 Service Delivery and Data Centre Facilities (Hosting): Adequate facilities and infrastructure in terms of technical capacity to provide the services relevant for the Contract, particularly with respect to data centre services/facilities.

2.3.1 Availability of adequate IT facilities and infrastructure (hardware/software) for software development, testing, implementation, maintenance and support.

2.3.2 Ability to provide adequate network connectivity between the Agency and the designated service delivery and data centre(s) facilities.

2.3.3 Ability to provide server, storage, and other hardware and related services.

2.3.4 Ability to provide application management and server hosting and related services.

2.4 Security and Business continuity: Sufficient capability to meet the security and business continuity requirements of ECHA.

2.4.1 Evidence of the tenderer's capacity to comply with the specifications on security as detailed in Section 5 of Annex 5.1.1.

Please note that selection criterion 2.4.1 (above) shall apply individually to the tenderer, to partner(s) in joint offer and subcontractor(s).

2.4.2 Documented evidence of compliance with relevant security standards, i.e. ISO 27001 or equivalent;

2.4.3 Documented business continuity and disaster recovery plans regularly tested and in compliance with relevant standards, i.e. BS 25999²⁰ or equivalent.

Please note that selection criteria 2.4.2 and 2.4.3 (above) shall only apply to the tenderer and/or partner(s) in joint offer and/or subcontractor(s) providing data centre facilities (i.e. hosting and related services).

2.5 Organisational Capacity: Sufficient organisational capacity to provide the services relevant for the Contract.

2.5.1 Documented evidence of compliance with relevant quality control systems and standards, i.e. ISO 9001 or equivalent;

2.5.2 Documented alignment with relevant service management standards, i.e. ITIL (v2 or v3) or equivalent.

²⁰ 2012-2014: upgrade period for the transition from BS 25999 to ISO 22301 released on 15 May 2012.

4.4.3 Stage 3 - application of award criteria

The Framework contract shall be awarded under the best-value-for-money procedure to the most cost-effective tender. The following award criteria will be applied:

- Qualitative award criteria: Tenderers will be assessed in two phases: firstly on the basis of the submitted offer, secondly on the basis of a demonstration.
- Financial award criteria: Tenderers will be assessed in relation to price.

4.4.3.1 Qualitative award criteria

| No | Qualitative award criteria | Weighting (maximum points) |
|----------------|---|-------------------------------|
| Phase 1 | | |
| 1. | Quality of the proposed solution with respect to the level it fulfils the functional requirements specified in the 'Requirements Book' (Annex 5.1.2) and meets the needs of the Agency as specified in the Tender specifications. | 34 |
| 2. | Quality of the proposed solution with respect to the level it fulfils the technical requirements specified in the 'Requirements Book' (Annex 5.1.2) and meets the needs of the Agency as specified in the Tender specifications. | 16 |
| 3. | Quality of the proposed project approach, hosting, maintenance and support services. | 20 |
| Phase 2 | | |
| 4. | Demonstration. | 30 |

Phase 1

ECHA will evaluate the offers based on the above qualitative award criteria and on the following indicative guidelines:

1. In relation to functional requirements, higher markings will be awarded to:
 - Offers that fulfil to a larger extent ECHA's functional requirements.
 - When customisation/configuration is required, offers proposing a simpler and more easily maintainable solution.
2. In relation to technical requirements, higher markings will be awarded to:

- Offers that fulfil to a larger extent ECHA’s technical requirements.
- Offers providing a higher degree of automation and ease of maintenance and administration of the solution.

For both criteria 1 and 2, please see the **Input instructions** (tab 0.1) and the **Requirements weighting and scorings** (tab 0.2) of the ‘Requirements Book’ in Annex 5.1.2 for details on how the final points for these criteria will be calculated.

The evidence (as part of the technical offer) provided for these criteria (criterion no 1 + criterion no 2) shall follow the Excel Form in Annex 5.1.2. If the tenderer requires additional space for more detailed evidence, a reference to the relevant Annex (including sections/ page numbers) shall be provided in the respective column of the Excel Form. These annexes together with the Excel Form shall not exceed **120 pages** (Arial 10, A4) in total, including cover pages, indexes, figures, annexes and table of contents. Any extra page above this limit will not be taken into account for the assessment. If company’s information material/documentation (i.e. brochures, catalogues, instructions manuals, booklets, leaflets etc.) is submitted as part of the evidence, tenderers are requested to clearly define a link between the information submitted and the respective requirement.

3. In relation to the proposed project approach, hosting, maintenance and support services , higher markings will be awarded to:
 - Offers providing a clearer and more detailed implementation methodology and plan showing a better understanding of the needs of the Agency as presented in the Tender Specifications (in particular in Annex 5.1.1) and how each sub process, of the proposed solution, as presented in the ‘Requirements Book’ in Annex 5.1.2, will be successfully delivered;
 - In relation to services for hosting, maintenance and other support services, offers showing a better understanding of the needs of the Agency and requiring less resources dedication by ECHA staff;
 - Offers providing a clearer and more detailed Service Level Agreement and exceeding ECHA minimum Service Level Requirements;

The evidence (as part of the technical offer) provided for this criterion (criterion no 3) shall not exceed **100 pages** (Arial 10, A4) in total, including cover pages, indexes, figures, annexes and table of contents. Any extra page above this limit will not be taken into account for the assessment. If company’s information material/documentation (i.e. brochures, catalogues, instructions manuals, booklets, leaflets etc.) is submitted as part of the evidence, tenderers are requested to clearly define a link between the information submitted and the part of the Tender Specifications addressed.

Tenders scoring less than 60 % in the overall points resulting from the sum of criteria 1, 2 and 3, or less than 50% in the points awarded for the single criterion will be excluded from the rest of the assessment procedure.

Phase 2

Tenderers withheld in Phase 1 will be asked to demonstrate the system ability to provide solutions to ECHA's functional and non-functional requirements for the system.

The scenarios that will be used in the demo sessions and the items that will be scored can be found in Annex 5.1.3 'Demo Scenarios'.

Scoring for each of the items assessed during the demonstration will be as follows:

- 0 -> no compliance
- 1 -> functionality exists but is unacceptable
- 2 -> functionality exists but has major issues
- 3 -> functionality exists but has minor issues
- 4 -> good compliance level
- 5 -> excellent compliance level.

Items that are not presented or not clear from the demo, will be considered not available and receive a '0' score. Please see the applicable formula in Annex 5.1.3 'Demo Scenarios' for details on how the final points for this criterion will be calculated.

The demonstration will be held via a web-conference (audio and video) using a conferencing tool provided by the tenderer – this will be checked for security issues two days prior to the demonstration. A maximum of four hours will be allowed for the demonstration. Tenderers shall perform the demonstration upon request from ECHA and within a maximum of 10 working days from the date of the request. Failure to comply may lead to the rejection of the offer.

The costs of the demonstration are to be borne by the tenderer and are not recoverable from ECHA.

Tenders scoring less than 50% in the overall points awarded for criterion 4 will be excluded from the rest of the assessment procedure.

4.4.3.2 Financial award criteria and Final evaluation

Tenderers shall complete the 'Pricing Sheet' in Annex 5.1.4 in their entirety for the services concerned.

- Tabs 1.0 to 5.0 of the 'Pricing Sheet' will serve as price lists on the basis of which the services to be delivered under each Specific Contract or Order Form will be invoiced to ECHA (with such values constituting the upper limit of the applicable price). To this end, tabs 1.0 to 5.0, of the 'Pricing Sheet' will be an integral part of Annex II of the Framework Contract;
- Tab 0.5 of the 'Pricing Sheet' contains the cost scenario, which will be used as a basis for comparison of the different tenders. Prices used in the cost_scenario shall be identical to the prices quoted in the other tabs of the 'Pricing Sheet'. The **final** price resulting from the cost scenario will be the reference price for evaluation.

The contract will be awarded to the tenderer which submits the tender offering the best value for money by weighting quality criteria against price on 60 / 40 basis.

Tenderers will be **ranked** based on the **total value of points** allocated to each of them, according to the following formula:

$$\text{score for tender X} = \frac{\text{cheapest price}}{\text{Price of tender X}} \times 40 + \frac{\text{Total quality score (out of 100) for all award criteria of tender X}}{100} \times 60$$

Tenderer with the highest score resulting from this calculation will be awarded with the contract.

4.5 Award of the contract

The Agency will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to cancel the procedure.

If a written request is received from any non-successful tenderer, the Agency will inform the tenderer of the reasons for their lack of success and of the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

The procurement procedure may be concluded by a contract signed by the parties. In this case, the General Terms and Conditions applicable to service contracts referred to below shall apply.

After the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

The Agency shall not sign the contract or framework contract with the successful tenderer until a standstill period of 10 calendar days has elapsed, running from the day after the simultaneous dispatch by electronic means of the notification letters to the tenderers informing them of the award decision.

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

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

- 1 The Agency shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 106(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
- 2 The Agency shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 106(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State.
- 3 Where the document or certificate referred to in paragraph 1 and 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 106 of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.
- 4 Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, and 3 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer or tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever the Agency requests it.
- 5 Where they have doubts as to whether tenderers are in one of the situations of exclusion, the Agency may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
- 6 The Agency may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Agency in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Agency services to check this evidence.

5 Annexes

5.1 Documentation for the award criteria

The technical documentation consists of the following documents:

- Annex 5.1.1– Technical Specifications
- Annex 5.1.2– Requirements book
- Annex 5.1.3 – Demo Scenarios
- Annex 5.1.4– Pricing Sheet
- Annex 5.1.5– Responsibility Matrix
- Annex 5.1.6– SLA Specifications

5.2 Administrative documentation

The administrative documentation includes forms concerning identification and eligibility of tenderers, as well as exclusion and selection criteria.

- Annex 5.2.1 – Power of Attorney document
- Annex 5.2.2 – Letter of intent
- Annex 5.2.3 – Exclusion criteria form
- Annex 5.2.4 – Financial and Economic Capacity Overview Form
- Annex 5.2.5 – References sheet
- Annex 5.2.6 – Company information sheet

5.3 Contractual documentation

The contractual documentation consists of the following documents:

- Annex 5.3.1 – Draft Framework Service Contract
- Annex 5.3.2 – Draft Specific Contract Model – Fixed Price
- Annex 5.3.3 – Draft Specific Contract Model – Quoted Times & Means
- Annex 5.3.4 – Draft Specific Contract Model – Time & Means
- Annex 5.3.5 – Draft Order Form Model
- Annex 5.3.6 – Model Performance Guarantee
- Annex 5.3.7 – Daily subsistence allowances and accommodation flat-rates
- Annex 5.3.8 – Statements from contractor regarding intellectual property rights
- Annex 5.3.9 – Model Confidentiality Declaration
- Annex 5.3.10 – Model Non-Disclosure Agreement

5.4 ECHA Public Holidays 2013

| | | | |
|-----------|-----------|-------------|----------------------|
| 1 | Tuesday | January 1 | New Year's Day |
| 2 | Friday | March 29 | Good Friday |
| 3 | Monday | April 1 | Easter Monday |
| 4 | Wednesday | May 1 | Labour Day |
| 5 | Thursday | May 9 | Ascension Day |
| 6 | Monday | May 20 | Whit Monday |
| 7 | Friday | June 21 | Midsummer's Eve |
| 8 | Friday | November 1 | All Saints Day |
| 9 | Friday | December 6 | Finnish National Day |
| 10 | Tuesday | December 24 | Christmas Eve |
| 11 | Wednesday | December 25 | Christmas Day |
| 12 | Thursday | December 26 | Boxing Day |
| 13 | Friday | December 27 | End-of-Year closure |
| 14 | Monday | December 30 | End-of-Year closure |
| 15 | Tuesday | December 31 | New Year's Eve |

Total: 15 days

5.5 Checklist of documents to be submitted

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

| Description | Section | Coordinator or group leader in joint bid | All partners in joint bid | Single or Main contractor | Sub-contractor |
|---|---------|--|---------------------------|---------------------------|----------------|
| Power of attorney of partners in joint bid indicating the group leader (see section 4.1.2.1) | 1 | | ■ | | |
| Letter(s) of intent of subcontractor(s) (see section 4.1.2.1) | 1 | | | | ■ |
| Legal Entity Form (see section 4.1.2.1) | 1 | ■ | ■ | ■ | ■ |
| Supporting documents for the Legal Entity Form | 1 | ■ | ■ | ■ | |
| Financial Identification Form (see section 4.1.2.1) | 1 | ■ | | ■ | |
| Exclusion Criteria Form (see section 4.1.2.1) | 1 | ■ | ■ | ■ | ■ (30%) |
| Evidence of Economic and financial capacity (see sections 4.1.2.1 and 4.4) | 1 | ■ | ■ | ■ | ■ |
| Financial and Economic Capacity Overview Form | 1 | ■ | ■ | ■ | ■ |
| Evidence of Technical and professional capacity (see sections 4.1.2.2 and 4.4) | 1 | ■ | ■ | ■ | ■ |
| References sheet (see section 4.1.2.1) | 1 | ■ | | ■ | |
| Company information sheet (see section 4.1.2.1) | 1 | ■ | | ■ | |

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

| Description | Section | Coordinator or single tenderer |
|-----------------|---------|--------------------------------|
| Technical offer | 2 | ■ |
| Financial offer | 3 | ■ |