

ECHA/2010/124

**Framework Contract
for web services**

**Consolidated version taking into account
the Corrigendum published on 20/08/2010**

Open procedure

Contract notice: OJEU 2010/S 127-193611

**Specifications
Model Contract**

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1 PRELIMINARY INFORMATION CONCERNING THE INVITATION TO TENDER

These specifications follow the publication of:

- The contract notice in OJEU S-127-193611 on 03.07.2010.

1.1 Nature of the contract

This call for tenders is launched by the European Chemicals Agency (“the Agency”) for the award of a framework service contract related to provision of web services.

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 Contractor during their period of validity. Actual orders will be placed after the Framework Contract is signed and in force, through “specific contracts” concluded in performance of the Framework Contract. 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.

1.2 Background

ECHA is the [European Chemicals Agency](#). Founded in 2007, the Agency, based in Helsinki, manages the EU chemicals regulation (REACH) and the regulation on Classification, Labelling and Packaging of Chemicals (CLP) across Europe. These pieces of legislation have been designed to completely overhaul the way that the safety of chemicals is assessed, implemented and communicated within Europe. ECHA’s mission is to ensure the consistent implementation of the REACH regulation at Community level and provide Member States and the European Institutions with the best possible scientific advice on questions related to the safety and the socio-economic aspects of the use of chemicals. In addition, ECHA also works closely with non-governmental stakeholders in the chemicals manufacturing and storage sector such as companies, retailers, downstream users, consumers, and civil society organizations.

The formal legal base for ECHA’s REACH related communications activity is primarily centred on two articles - Article 77, “providing guidance to stakeholders including Member State Competent Authorities (MSCAs) on communication to the public of information on the risks and safe use of substances” and “providing explanatory information on this Regulation for other stakeholders”; and Article 123, to “provide guidance for the communication of information on the risks and safe use of chemical substances..... with a view to coordinating Member States in these actions”.

The regulation also makes a number of references to information needing to be “made available” and over 20 articles require ECHA to consult or publish information on the web.

In addition to those legal requirements, there are the communications activities carried out by the ECHA communication unit as described below:

- Reaching ECHA's external audiences with the messages that we need them to hear.
- Managing and enhancing ECHA's reputation – from the development of a robust brand; to the crisis communications to limit the damage of any negative incidents; to trying to make sure that all those involved in REACH (whether that is in ECHA or the Member States) are working with common cause.

Therefore, a coherent and consistent web communication is needed in order to fulfil ECHA's legal obligation. The public information websites (ECHA, Guidance, IUCLID5, etc.) play a vital role to achieve these tasks.

This call for tender covers 3 different lots:

- **Lot 1 - Web design**
- **Lot 2 - Web development**
- **Lot 3 - Web consultancies**

Tenderers can bid for one, two or all of the lots.

1.3 Starting date of the contract and duration of the tasks

The framework contracts for each lot shall enter into force on the date on which they are signed by the last contracting party.

The framework contracts are expected to be signed in the last quarter of 2010.

The execution of tasks may not start before the contract has been signed. Signature of the contract imposes no obligation on the Agency to purchase. Only the signature of specific contracts or order forms will be binding on the Agency.

The tasks will be determined in particular by one or more orders or specific contracts to be signed under the framework contract. The execution of the tasks – by means of the signature of individual orders or specific contracts under the framework contract - may not start before both the framework contract and subsequent order(s) or specific contract(s) have been signed. The framework contract will be signed for 24 months. The Contract shall be renewed automatically up to 2 times, each time for a period of 12 months under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other before the end of the period originally stated in the specific contract. Orders and specific contracts under the framework contract must be signed before the framework contract's expiry date, but they can be executed up to a maximum of 6 months after this date.

Value of the contract

The estimated value of the framework contract is €4 000 000 over 4 years. Current estimates for these services indicate resource requirements of approximately 1100 man days per year of the contract duration. The relative distribution among the various lots is estimated as follows:

- Lot 1 - Web design: 700 000 €
- Lot 2 - Web development: 3 000 000 €
- Lot 3 - Web consultancies: 300 000 €

1.4 Period of validity of the tender

The offer must remain valid for a period of 9 months following the final date for submitting Tenders (see deadline in the invitation to Tender). During this period, the Tenderer may not modify the terms of his Tender in any aspect.

1.5 Date and place of opening of the tenders

Tenders will be opened at **10:00** (GMT +2) on **7 September** at the following location:

Office address:

European Chemicals Agency
Annankatu 18
00120 Helsinki
Finland

An authorised representative of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending a fax or email at least 48 hours in advance to the address given under 1.6. This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

1.6 Contacts between the tenderer and the Agency

Contacts between the contracting authority and tenderers are prohibited through the procedure save in exceptional circumstances and under the following conditions only:

- Before the final date for submission of tenders:
 - At the request of the tenderer, the contracting authority may provide additional information solely for the purpose of clarifying the nature of the contract.
 - The Agency may, on its own initiative, inform interested parties of any error, inaccuracy, omission or other clerical error in the text of the call for tenders.

- After the opening of tenders:

If clarification is requested or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the tenderer provided the terms of the tender are not modified as a result.

The requests for additional information may be made to the address below by fax or email.

European Chemicals Agency

Annankatu 18

P.O. box 400

FI-00121 Helsinki

Finland

FAX: +358-9 6861 8931

Email: opencalls2010@echa.europa.eu

Insofar as it has been requested in good time, the additional information will be made available to all economic operators who requested specifications or showed interest in submitting a bid no later than six calendar days before the final date for the receipt of bids. Requests for additional information received less than five working days before closing date for submission of tenders will not be processed.

Potential Tenderers are encouraged to formulate, at least six days before the time limit to submit Tenders, any remark, complaint or objection they would have in relation to all aspects of this call for Tender in order that the Agency can evaluate the need for corrective measures and implement them before the submission of Tenders.

The answers to the requests for additional information can also be found at the following internet address: http://echa.europa.eu/opportunities/procurement_en.asp

1.7 Terms of payment - implementation of the contract

The terms of payment will be laid down in the orders and specific contracts.

Payments shall be made in accordance with Articles I.3, I.5 & II.5 of the model Framework Contract. The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles I.5, II.4, II.5 and II.7 to the model Framework Contract referred to above. ECHA reserves the right to pay less than the amount foreseen in article I.3.1 and Annex II (financial bid) to the orders and specific contracts according to tasks actually performed.

The services under the framework contracts will be provided either by means of:

- **Fixed price:** These assignments will be executed on the contractors premises. The Agency and the contractor will agree on the deliverables, the delivery schedule and the price of these orders.
- **Quoted Time & Means specific contracts:** These orders may vary from a few man-days to substantial number of man-days. The orders under Quoted Time & Means specific contracts will be executed at the contractor's premises.
- **Time & Means specific contracts:** These orders may vary from a few man-days to substantial number of man-days. The orders under Time & Means specific contracts will be executed at the Agency's premises.

The ordering process will be initiated by the Agency requesting from the contractor that have been awarded with the framework contract(s) to provide an offer based on the technical specifications provided by ECHA.

The contractor will provide his quotation and ECHA will evaluate it. Upon agreement a Specific Contract will be signed.

1.7.1 Specific contract conditions

In relation to the Time & Means specific contracts the following conditions will apply.

Prior to the conclusion of the specific contract:

- The contractor must present candidates that match the requested profile description.
- The proposed persons must be available, in case needed, for interviews (by telephone or at ECHA's premises)
- Persons proposed for specific contracts should be able to work at ECHA's premises, if specified, for a required period.

During the execution of the specific contract

- Should the need arise; the contractor must replace immediately the personnel who prove incapable of carrying out the specific tasks to the required standards. The replacement candidate will be given sufficient training during an adequate handover period of at least 14 working days, so that s/he may be immediately operational when the initial person is withdrawn. Any such replacement and training, if required, will be carried out at no additional cost to ECHA.
- In case of replacement, the contractor must propose replacement person(s) with the required qualifications and experience. The prior agreement of the Agency must be obtained.
- In case of "force majeure", if the initial person is no longer able to carry out the work, the contractor is obliged to inform the Agency, immediately provide a competent replacement person 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.

1.8 Guarantees

Not applicable.

1.9 General terms and conditions for the submission of tenders

The present Tender documents are drawn up in respect of the Financial Regulation applicable to the general budget of the European Union (Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 as amended by Council Regulation (EC, Euratom) N° 1995/2006 of 13 December 2006), as well as its implementing rules (Commission Regulation (EC, Euratom) No 2342/2002 of 23 December 2002 as amended by i) Commission Regulation 1261/2005 of 20 July 2005, ii) Commission Regulation 1248/2006 of 7 August 2006 and iii) Commission Regulation (EC, Euratom) No 478/2007 of 23 April 2007), hereinafter referred to as the Financial Regulation.

Participation in Tendering procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement.

Where the Plurilateral Agreement on Government Procurement concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down. In that connection, it should be noted that the services under Annex IIB to Directive 2004/18/EC and the R&D services listed in category 8 of Annex IIA to that Directive are not caught by the Agreement.

Operators in third countries which have signed a bilateral or multilateral agreement with the Union in the field of public procurement must be allowed to take part in the Tendering procedure on the conditions laid down in this agreement. The Agency refuses Tenders submitted by operators in third countries which have not signed such agreements for the present call for Tender.

Submission of a Tender implies acceptance of the terms and conditions set out in this invitation to Tender, in the Tendering specifications and in the draft contract and, where appropriate, waiver of the Tenderer's own general or specific terms and conditions. It is binding on the Tenderer to whom the contract is awarded for the duration of 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 by the tenderers 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.

1.10 No obligation to award the contract

This invitation to Tender is in no way binding on the Agency. The signature of the framework contract imposes no obligations on the Agency to purchase. Only implementation of the contract through specific contracts or orders is binding on the Agency.

Since this invitation to tender relates to several lots, the Agency reserves the right to award a contract for only some of them.

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 candidates or 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.

1.11 Place of performance

The place of performance of the tasks shall be the Contractor's or the Agency's premises or exceptionally any other place depending on the nature of the specific tasks.

The Contractor's staff involved shall be reachable via telephone, fax and e-mail during normal working hours. When required by the tasks to be performed, the usage of mobile phone should be considered during normal working hours.

Project meetings will take place either at the Agency's premises or be held via teleconference.

1.12 Subcontracting

Subcontracting is defined as the situation where a contract has been or is to be established between the Agency and a Contractor and where the Contractor, in order to carry out that contract, enters into legal commitments with other legal entities for performing part of the service. However, the Agency has no direct legal commitment with the subcontractor(s).

At the level of the liability towards the Agency, tasks provided for in the contract may be entrusted to subcontractors, but the Contractor retains full liability towards the Agency for performance of the contract as a whole.

Accordingly:

- The Agency will treat all contractual matters (e.g. payments) exclusively with the Contractor, whether or not the tasks are performed by a subcontractor;
- The Agency will privilege direct contacts with the Contractor, who is responsible for executing the contract;
- Under no circumstances can the Contractor avoid liability towards the Agency on the grounds that the subcontractor is at fault.

A contract which includes subcontracting is subject to certain general conditions in particular the provisions on subcontracting, checks and audits, and confidentiality. Where justified by the subject matter of the contract, a statement of confidentiality may be required to be submitted to the Agency. **The subcontracting arrangement between the Contractor and his subcontractor is supposed to render directly applicable all those contractual obligations with regard to the Agency to the subcontractor.**

The bid must define the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged. Consequently, the bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in 1.9 above, in particular article II.17 of the standard framework service contract by returning the form in [Annex 5.4](#), filled in and signed.

Tenderers must inform the subcontractor(s) and include in their subcontracting documents that Article II.17 of the standard framework service contract ([Annex 5.2](#)) may be applied to subcontractors. Once the contract has been signed, Article II.13 of the above-mentioned framework service contract shall govern the subcontracting.

1.13 Joint offers

A joint offer is a situation where an offer is submitted by a group of Tenderers. If awarded the contract, the Tenderers of the group will have an equal standing towards the Agency in executing a framework service contract.

The Agency will not request consortia to have a given legal form in order to be allowed to submit a Tender, but reserves the right to require a consortium to adopt a given legal form **before the contract is signed** if this change is necessary for proper performance of the contract. This can take the form of an entity with or 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).

Grouping of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the present specifications must be supplied by every member of the grouping, the checklist in [Annex 5.11](#) will help verifying the level of information to be provided according to the role of each entity in the Tender.

Each member of the grouping assumes a joint and several liability towards the Agency.

The offer has to be signed by all members of the group. However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping. In this case they should attach to the offer a power of attorney (see model in [Annex 5.5](#)). For groupings not having formed a common legal entity, model 1 should be used, and for groupings with a legal entity in place (model 2).

The contract will have to be signed by all members of the group. If the members of the group so desire, they may grant authorisation to one of the members of the grouping by signing a power of attorney. The same model as above duly signed and returned together with the offer ([see Annex 5.5](#)) is valid also for signature of the contract.

Each member of the grouping assumes a joint and several liability towards the Agency.

Partners in a joint offer assume joint and several liability 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 liability. 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.

2 FORM AND CONTENT OF THE TENDER

2.1 General

Tenders must be **signed** by the Tenderer or his duly authorised representative. Tenders must be **perfectly legible** so that there can be **no doubt as to words and figures**.

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 Tenderer. In order to help Tenderers presenting a complete Tender, a **checklist of the documents to submit is provided in [Annex 5.11](#)**. This checklist does not need to be included in the Tender but we encourage to use it in order to ease the assessment of the Tenders;
- the **price in euros**;
- one **specimen signature of an authorised representative** on the legal entity form¹, and a statement confirming the validity of the Tender (preferably in blue ink), the Tender must provide evidence of the authorisation to sign in name of the Tenderer;
- the **name and contact details of a contact person** in relation to the submission of the bid.

2.2 How to submit a tender

Tenderers shall observe precisely the indications in point 3 and 4 of the invitation to Tender in order to ensure their Tenders are admissible.

Evidence of timely submission by post or courier service will be constituted by the date of dispatch, 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 submission will lead to the non admissibility of the Tender and its rejection 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.

¹ See 2.3.1.b)

2.3 Structure of the tender

All tenders must be presented in five sections:

Section one: Administrative information – Presentation of the tender (see 2.1 & 2.3.1)

Section two: Evidence relating to the exclusion criteria (see 3.1)

Section three: Evidence relating to the selection criteria (see 3.2.2 & 3.2.3)

Section four: Technical Proposal – Addressing technical specifications and award criteria (see 2.3.2, 3.3 & 4)

Section five: Financial Proposal (see 2.3.3)

2.3.1 Section one: Administrative proposal

- a) Tenderers** may choose between presenting a **joint bid** (see 1.13) and introducing a bid as a sole Contractor, in both cases with the possibility of having one or several subcontractors (see 1.12).

Whichever type of bid is chosen, the Tender must stipulate the legal status and role of each legal entity in the Tender proposed and the monitoring arrangements that exist between them and, failing this, the arrangement they foresee to establish if they are awarded the contract (see 1.12 & 1.13).

- b) To identify himself the Tenderer must fill in a Legal Entity Form and a Financial Identification Form:**

- The Legal Entity Form is to be signed by a representative of the Tenderer authorised to sign contracts with third parties. There is one form for individuals, one for private entities and one for public entities. Specific forms in each Member State language are available at : http://europa.eu/comm/budget/execution/legal_entities_fr.htm
- The **Financial identification form** shall be duly filled in and signed by an authorised representative of the Tenderer and his or her banker. A specific form for each Member State is available at the following Internet address: http://europa.eu/comm/budget/execution/ftiers_fr.htm .
- The above forms must be accompanied by the evidence as indicated at the bottom of each form.

All Tenderers must provide their legal entity files as well as the necessary evidence. Only sub-contractors are requested to provide solely the legal entity file without evidence.

Economic operators already registered as a legal entity in the Agency's files (i.e. they are or have been Contractors of the Agency) are not obliged to provide the evidence requested in the form, on condition they indicate in their offer the references of the procedure and the Agency's department for which this evidence was already provided.

In case of a joint bid or a bid presenting subcontracting, only the co-ordinator is obliged to return the financial identification form.

2.3.2 Section four: technical proposal

Tenderers must include in their bids the technical proposal addressing all aspects detailed in the specifications set out in [section 4](#) below.

The technical proposal must respond to these technical specifications and provide, as a minimum, all the information needed for the purpose of awarding the contract.

Please note that, to grant equal treatment of all Tenderers, 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.

2.3.3 Section five: financial proposal

The Tenderer's 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 (OJ 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 doubt about the applicable VAT system, it is the Tenderer's responsibility to contact his or her 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.

- The categories of prices shall be fixed and not subject to revision for the first period of 12 months laid down in the contract. From the second period of execution of the tasks, as at each renewal, the amount may be revised upwards or downwards. This revision will be made only if one of the contracting parties requests it by registered mail received by the other party not later than three months before the anniversary of the date on which the contract was signed.

This revision shall be determined by the trend in the harmonised consumer price index (MUICP) published by the Office for Official Publications of the European Communities

in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat>. Revision shall be calculated in accordance with the following formula:

| | |
|--|---|
| $Pr = Po \left(0,2 + 0,8 \frac{Ir}{Io} \right)$ | <p>where:</p> <p>Pr = revised price;</p> <p>Po = price in the original tender;</p> <p>Io = index for the month corresponding to the final date for submission of tenders;</p> <p>Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.</p> |
|--|---|

Tenderers must use the price list format presented in [Annex 5.6](#) to formulate their financial proposal. This price list will be annexed to the framework contract and shall constitute an integral part of it. Unit prices of the list will apply to specific contracts signed under the Framework Contract.

For the scenarios, tenderers must use the price list format presented in [Annex 5.7](#) to formulate their financial proposal. Unit prices must correspond to the prices given in Annex 5.6.

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|---|
| <p>The Agency will reject Tenders where no technical offers or financial offers are proposed.</p> <p>Non conformity with the technical specifications in section 4 will also lead to rejected offers</p> <p>The Agency reserves the right, however, to request additional evidence after the opening within a time-limit stipulated in its request, in the conditions explained in section 1.6</p> |
|---|

3 ASSESSMENT AND AWARD OF CONTRACT

The assessment will be based on the information provided in the Tender. The Agency reserves the right to use any other information from public or specialist sources. This assessment will be performed by applying the criteria set out in these specifications. To award of the contract, the assessment of admissible bids (see 2.2) will be carried out in three successive stages. Only bids 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 Tender who has passed the exclusion stage;
3. to assess on the basis of the award criteria the technical and financial offers and establish a ranking list, by order of merit, of all Tenders having passed the exclusion and selection stages.

3.1 Stage 1 – Application of exclusion criteria and exclusion of tenders

3.1.1 Declaration

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

- state whether or not they are in one or more of the situations referred to in Articles 93 and 94 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.

To this end, Tenderers must fill in and sign the form in [Annex 5.1](#) to these specifications. Where the bid involves more than one legal entity (including subcontractors), each entity must provide the form.

Any total or partial omission for which one or more legal entities involved in the Tender are responsible may lead the Agency to exclude the Tender from the procedure, in accordance with Articles 93 and 94 of the Financial Regulation.

3.1.2 Grounds of disqualification

In accordance with Articles 93 and 94 of the Financial Regulation, Tenders shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the standard form in [Annex 5.1](#).

In addition, 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).

If a member of a consortium is subject to exclusion, the rest of the consortium shall be excluded.

If a subcontractor is subject to exclusion, the Tenderer shall be excluded.

3.1.3 Evidence

The Tenderer to whom the contract is to be awarded shall provide, within the 15 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 referred to in paragraph 3.1.1.

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 93(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 93(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 & 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 93 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, 3 and 3.1.1 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 candidate 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 Tenderer all the references necessary to allow the Agency services to check this evidence.

3.1.4 Administrative and financial penalties

By returning the form in [Annex 5.1](#) duly signed, 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 3.1.2 above after they have been given the opportunity to present their observations.

These penalties are detailed in Article 96 of the Financial Regulation and Articles 133a and 134b of the Regulation laying down the rules for the implementation of the Financial Regulation.

3.2 Stage 2- Application of selection criteria (selection of tenders)

This part of the Tenderer 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.

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

If several service Providers are involved in the bid, each of them must have the professional and technical capacity to perform the tasks assigned to them in the Tender and the necessary economic and financial capacity.

This rule applies to all legal entities once they have chosen to be Tenderers. If the Tender includes subcontractors, the Agency reserves the right to request evidence of their economic and financial capacity if the tasks subcontracted represent a substantial part of the contract.

3.2.1 Selection criteria

| SELECTION CRITERIA | |
|--|---|
| 1. Financial and economic capacity for Lot 1 | |
| 1.1 | Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract. |
| 1.2 | Annual turnover of the contractor should be minimum 300 000 € for the past three years. |
| 1. Financial and economic capacity for Lot 2 | |
| 1.1 | Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract. |
| 1.2 | Annual turnover of the contractor should be minimum 1 000 000 € for the past three years. |
| 1. Financial and economic capacity for Lot 3 | |
| 1.1 | Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract. |
| 1.2 | Annual turnover of the contractor should be minimum 150 000 € for the past three years. |
| 2.2 Technical and professional capacity for Lot 1 | |
| 1. | the tenderer must (at the time the offer is submitted) have at a minimum three year experience in web design, with at least 5 completed contracts where working language was English. |
| 2. | sufficient staff with relevant education and professional experience meeting the defined requirements in section 4.5 |
| 3. | the tenderer must have over the last three years in average in minimum 5 technical staff working in web design. |
| 2.3 Technical and professional capacity for Lot 2 | |
| 1. | the tenderer must (at the time the offer is submitted) have at a minimum three year experience in web development, with at least 5 completed contracts where working |

| |
|---|
| <p>language was English.</p> <ol style="list-style-type: none"> 2. sufficient staff with relevant education and professional experience meeting the defined requirements in section 4.5 3. the tenderer must have over the last three years in average in minimum 20 technical staff working in web development. |
| <p>2.4 Technical and professional capacity for Lot 3</p> <ol style="list-style-type: none"> 1. the tenderer must (at the time the offer is submitted) have at a minimum three year experience in web consultancies services, with at least 5 completed contracts where working language was English. 2. sufficient staff with relevant education and professional experience meeting the defined requirements in section 4.5 |

These criteria will be assessed on the basis of the documents referred to in 3.2.2 and 3.2.3.

3.2.2 Evidence of the economic and financial capacity of the service provider(s)

All the Tenderers must provide proof of their economic and financial capacity by submitting the following documents:

- a) A full copy of the concerned legal entities' 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, when applicable, audited and /or published. These documents must be signed by the authorised representative of the tenderer;
- b) Alternatively to a), by filling the [Annex 5.3](#), consisting of an extract of the concerned legal entities' 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 signed by the authorised representative of the Tenderer;
- c) A statement of overall turnover and turnover concerning the tasks, supplies or services covered by this contract for the last three financial years

If, for some exceptional reason which the 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.

3.2.3 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, efficiency, experience, and reliability. Evidence of the technical and

professional capacity of the Providers involved in the Tender should be provided by the following documents:

- a) Customer references, including at least 5 projects where working language was English of which at least one from public sector. The customer references should be provided by using the template in [Annex 5.8](#).
- b) Statement of the permanent and technical staff. The statement should be provided by using the template in [Annex 5.9](#).
- c) The education and professional experience of the tenderer's staff and, in particular, those of the person or persons responsible for providing the services or carrying out the tasks. The tenderer must propose not more than one qualified person per requested profile. The curriculum vitae format in [Annex 5.10](#) must be used and filled in and signed, by each person.

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. 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.

3.3 Stage 3 – Application of Award criteria (assessment of tenders)

The contract will be awarded to the most cost-effective Tender. The following award criteria will be applied:

| Qualitative award criteria Lot 1 | Weighting (maximum points) |
|---|-------------------------------|
| <p>Appropriateness of the proposed team which will provide the services requested.</p> <p>Composition and organisation of the team proposed to ensure maximum efficiency in terms of reliability and quality of the services requested;</p> <p>Quality of the various staff management measures taken to guarantee a consistently high level of services provided (e.g. systems for reporting on and monitoring services, training, etc.).</p> | 30 |
| <p>Understanding of the objectives of this call and consistency of the proposal in respect of the services requested</p> <p>Overall understanding of the objectives of this call and of the subject matter concerned to result in a valid approach to implement a well-performing solution.</p> | 30 |
| <p>Originality, relevance and preciseness of approach</p> | 20 |

| | |
|---|------------|
| Ability to produce high quality web graphics and designs; Quality of the mock-ups (samples) presented: originality, attractiveness, readability, usability, creativeness etc. | |
| Project Management and Quality Plan Quality and completeness of the draft PMQP, proposed quality assurance and control procedures including problem solving and risk management measures (e.g. systems for reporting on and monitoring services, etc.). | 20 |
| Total number of points Lot 1 | 100 |

| Qualitative award criteria Lot 2 | Weighting (maximum points) |
|--|-----------------------------------|
| Appropriateness of the proposed team which will provide the services requested. Composition and organisation of the team proposed to ensure maximum efficiency in terms of reliability and quality of the services requested; Quality of the various staff management measures taken to guarantee a consistently high level of services provided (e.g. systems for reporting on and monitoring services, training, etc.). | 40 |
| Understanding of the objectives and consistency of the proposal in respect of the services requested Overall understanding of the objectives of this call and of the subject matter concerned to result in a valid approach to implement a well-performing solution. | 30 |
| Project Management and Quality Plan Quality and completeness of the draft PMQP, proposed quality assurance and control procedures including problem solving and risk management measures (e.g. systems for reporting on and monitoring services, etc.). | 30 |
| Total number of points Lot 2 | 100 |

| Qualitative award criteria Lot 3 | Weighting (maximum points) |
|--|---------------------------------------|
| Appropriateness of the proposed team which will provide the services requested. Composition and organisation of the team proposed to ensure maximum efficiency in terms of reliability and quality of the services requested. | 35 |
| Understanding of the objectives and consistency of the proposal in respect of the services requested Overall understanding of the objectives of this call and of the subject matter concerned to result in a valid approach to implement a well-performing solution; | 65 |
| Total number of points Lot 3 | 100 |

The selected Tender is assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

Tenders scoring less than 70% in the overall points total or less than 50% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.

| Award criterion |
|---|
| Total price of the lot, as from Annex 5.7 |

The contract will be awarded to the tender which is the most cost-effective (offers the best value for money) on the basis of the ratio between the total points scored and the price for each lot.

| Final evaluation |
|--|
| Total Quality Points of the lot / Price of the lot (as from Annex 5.7). |

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 expressly covered by the tender, the Agency may decide to give a zero mark for the relevant qualitative award criteria.

3.4 Information for tenders

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 recommence the procedure. If a written request is received, the Agency will inform all rejected Tenderers of the reasons for their rejection and all Tenderers submitting an admissible Tender of the characteristics and relative advantages of the selected Tender and 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.

3.5 Award of the contract

The procurement procedure is concluded by a contract signed by the parties. In this case, the General Terms and Conditions applicable to service contracts referred to above 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 14 calendar days has elapsed, running from the day after the simultaneous dispatch of the award decisions and decisions to reject.

After the award, during standstill period, the Agency will request to the Tenderer proposed for award the evidence on exclusion criteria defined in [section 3.1.3](#). 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 Tender on condition that he satisfies with the provision of the evidence on exclusion.

3.6 Data protection

The follow up of your 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 (CE) 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 your Tender according to the specifications of the invitation to Tender and will only be processed by ECHA for this purpose. You may, upon request, obtain the communication of your personal data and rectify any inaccurate or incomplete personal data. Should you have any queries concerning the processing of your personal data, please address them to ECHA. As regards to the processing of your personal data, you have a right to recourse at any time to European Data Protection Supervisor.

4 TECHNICAL SPECIFICATIONS

4.1 Timetable

The timetable for this tender and the resulting contract(s) is as follows:

| Summary timetable | Date | Comments |
|--|------------|--|
| Launch date | 22/06/2010 | Contract notice sent to the Official Journal of the European Union |
| Deadline for request of clarifications from ECHA | 25/08/2010 | |
| Last date on which clarifications are issued by ECHA | 26/08/2010 | |
| Deadline for submission of offers | 31/08/2010 | |
| Public opening session | 07/09/2010 | |
| Starting date for evaluation of offers | 08/09/2010 | |
| Notification of the award to the selected tenderer | 04/10/2010 | Estimated |
| Contract signature | 04/11/2010 | Estimated |
| Commencement date of activities | 08/11/2010 | Estimated |
| Completion date of activities | 04/11/2014 | Estimated |

4.2 Objectives

The goal of the contract is to provide services in support of the management and further development of the ECHA web products and the relevant web communication activities.

4.3 Description of services/tasks

4.3.1 Introduction and background

The REACH Regulation sets that a website shall be managed by the Agency in order to provide information on, and to communicate about chemicals. The current ECHA websites provide access to all relevant information, and a place to post news and announce calls for interest or for tender, and events. The sites are continually updated and their contents are targeted both for non-specialists and for informed audiences. The Agency uses its web products as main communication channel as well as for information exchange with companies and data holders. Depending on the target audience and the type of document, translations are to be provided.

Target audience for the online communications

1. The chemical industry across Europe and beyond
2. Organisations representing the chemical industry
3. Organisations representing citizens (e.g. NGOs – Non Governmental Organisations)
4. National competent authorities
5. Citizens interested in the work of ECHA
6. Scientific experts

7. The media
8. Individuals who wish to apply for vacancies in ECHA, and companies wishing to participate in tenders organised by ECHA
9. ECHA internal users

4.3.2 Current status of the ECHA websites

ECHA has currently different websites and web applications:

- Main ECHA website - in 22 languages (<http://echa.europa.eu>)
- Guidance website - in 22 languages (<http://guidance.echa.europa.eu>)
- IUCLID (International Uniform Chemical Information Database) website (<http://iuclid.echa.europa.eu/>)
- Web applications to list chemical substances (pre-registered and registered, substances of interest) (<http://apps.echa.europa.eu/preregistered/pre-registered-sub.aspx>) (<http://apps.echa.europa.eu/registered/registered-sub.aspx>) (http://apps.echa.europa.eu/substances_interest/list_of_substances_of_interest.aspx)
- Web applications to send comments to ECHA on a certain chemical substance (e.g. <https://comments.echa.europa.eu/comments/AnnexXVCLH.aspx>)
- Job opportunities web application (http://echa.europa.eu/opportunities/positions_en.asp)
- Discussion forum for Lead Registrants (hosted outside)
- REACH terminology (under development, hosted outside)
- CHESAR (CHEmical Safety Assessment and Reporting tool) (<http://chesar.echa.europa.eu>)
- ECHA news: weekly compilation of News alerts and Press releases, published as a webpage and sent via Outlook email to approx. 10 000 subscribers.

The applications hosted in ECHA are developed in different languages, and support different features:

- ECHA website – the multi-language functionality as well as other core functions are developed in Microsoft ASP, while most of the content is presented in HTML. There are no databases behind the website, therefore all the information is contained in the ASP files themselves. The web server running the website is Internet Information Service. The website is managed by using Adobe Dreamweaver.
 - Current file count for web pages: ~ 2100
 - Current file count for downloadable documents: ~ 3200
- Guidance website – the site is developed in PHP and the content present in HTML. An Oracle database is behind the website but serving only certain features (search engine, Navigator).
 - Current file count for web pages: ~ 3100
 - Current file count for downloadable documents: ~ 1800
- IUCLID website – the site is developed in PHP with an Oracle database behind.
 - Current file count for web pages: ~ 120
 - Current file count for downloadable documents: ~ 270
- List of chemical substances web applications – the applications are developed in Microsoft .NET technology (.ASPX and .CS files in C#). An Oracle database is used to store the relevant information. The applications are managed by using Microsoft Visual Studio.
- Web applications to send comments to ECHA on a certain substance – applications are developed in Microsoft .NET technology, SharePoint is used as final repository for the data sent. A virus check is performed when the information submitted contains attachments.

- Job opportunities web application – the application is developed in Microsoft .NET technology, SharePoint is used as final repository for the data sent.
- CHESAR website – the site is developed in Java with an Oracle database behind.
 - Current file count for web pages: ~ 10
 - Current file count for downloadable documents: ~ 10

4.3.3 Existing infrastructure

An indicative list of currently used products and infrastructure in ECHA is described hereafter².

This list is not exhaustive and may evolve over time.

The present software infrastructure at ECHA is:

- Databases: Oracle, Microsoft SQL server
- Collaborative platform, Intranet: Microsoft SharePoint
- Reporting: Business Objects
- Web servers: Apache Tomcat, BEA WebLogic, Microsoft IIS

The information systems and software environment presently available at ECHA are:

- Enterprise Content Management system: Documentum
- Programming languages, methods and tools: C#, ASP.NET, Java, UML, MSF, Agile, RUP, TFS, Jira, Confluence, JSP, Grinder, Selenium, Ant, Eclipse, Subversion
- Project methodology and tools: PRINCE2, SCRUM, RUP, UML, MS Project

² Whenever the tendering 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.

4.3.4 Task descriptions

The tasks to be done by the Contractor are detailed in the following sections, covering the three different lots in which the tender is divided:

Lot 1 - Web design

Lot 2 - Web development

Lot 3 - Web consultancies

Please note that the task lists are indicative and non-exhaustive. Similar tasks relating to relevant web services under a specific lot may be requested during the implementation of the Framework Contract.

All the development shall be compatible with a Web Content Management System yet to be selected by ECHA. The WCMS will most likely be based on either Java or .NET technologies, not on scripting languages (e.g. PHP, ASP etc). The relevant web products will comply with usability and accessibility standards (e.g. W3C, WCAG).

The Agency will provide the relevant licences to allow the contractor to work with the WCMS. The contractor must possess the ability to work with Java and .NET technologies. If any training would be required for contractor's staff on the use and possible development of the WCMS, it would be on contractor's cost and responsibility. By no means it must not delay or hinder the services provided for the Agency.

4.3.4.1 Lot 1: Web design

This lot will cover work related to web design, focusing on providing the Agency with services related to redesign layouts and creating user requirements analysis of websites (see [scenario for Lot 1](#)). The lot will also include other graphical services like creation of banners, logos etc.

Tasks foreseen for Lot 1

- User requirements analysis
- graphical and conceptual design of the new ECHA website, including new coherent organisation of the content
- graphical and conceptual design of additional web products;
- design of animations, banners, logos etc
- editing of pictures
- implementation of ECHA brand in all web products
- active co-operation with contractors in Lots 2 and 3

4.3.4.2 Lot 2: Web development

This lot will cover more technical work, with the aim of providing the Agency with services related to development of multi-language websites, including migration services (see [scenario for Lot 2](#)). This lot will also include further development of additional web products such as discussion forums and web surveys. In addition, also training services will be included into this Lot.

All the development shall be compatible with a Web Content Management System yet to be selected by ECHA. The WCMS will most likely be based on either Java or .NET technologies, not on scripting languages (e.g. PHP, ASP etc). The relevant web products will comply with usability and accessibility standards (e.g. W3C, WCAG).

The Agency will provide the relevant licences to allow the contractor to work with the WCMS. Any training required on the use and possible development of the WCMS is on contractor's responsibility.

Tasks foreseen for Lot 2

- development of the new multi-language ECHA website, including relevant migration.
- development of additional multi-language web products;
- merging of web applications in different web programming languages into one solution managed by ECHA WCMS, yet to be selected, in Java or .NET
- training of ECHA staff
- web mastering (addition / modification / withdraw of content)
- active co-operation with contractors in Lots 1 and 3

4.3.4.3 Lot 3: Web consultancies

This lot will cover ad-hoc web consulting services such as search engine optimisation, social media strategies (see [scenario for Lot 3](#)) and customer insight research services. Also training services will be included in this Lot.

Tasks foreseen for Lot 3

- web consultancies (e.g. search engine optimisation, social media strategies, evaluation etc.).
- customer insight research
- proposals on innovative ways of dealing with new web trends
- analysis of web statistics
- training of ECHA staff
- active co-operation with contractors in Lots 1 and 2

4.3.5 Project management principles

Under this activity, common to all Lots, overall management of the above activities will be ensured by the contractor under the supervision of the Agency.

4.3.5.1 Organisation

The tenderer shall provide the necessary manpower and support for the management and administration of the contract.

The tenderer must assign a project manager to be in charge of and responsible for the implementation and execution of the project according to the specifications and with respect of the contractual deadlines. For each specific activity, contracted via a specific contract, a team, consisting of a project manager and relevant team members needed shall be composed. In addition, the tasks and responsibilities of all members of the team will be listed.

A change of project manager must have the prior approval of the Agency. Any changes of personnel shall be notified promptly. There must be back-up persons with equivalent qualifications, fully aware of the project, to cover the periods when the team members are absent (holidays, sickness, etc.).

The Agency for its part shall nominate, for each specific contract, a Project Officer who shall ensure follow-up on the execution of the services.

4.3.5.2 Meetings

Meetings shall be organised under the chairmanship of the Agency at the Agency's premises. The preparation, as well as the drafting of the minutes of each meeting are the responsibility of the contractor. The draft minutes must be made available to the Agency within one week of the meeting.

There will be at least:

- a kick-off meeting
- progress meeting(s)
- a final report meeting.

Additional technical meetings or other meetings can be organised on a structural or ad-hoc basis.

Furthermore, the contractor may be asked to give presentations in other meetings.

4.3.5.3 Generic deliverables

The Contractor is to provide the required reports and documents in accordance with the conditions of the specific contract, implementing the framework contract.

This section identifies specific requirements for documents related to the project and not covered elsewhere, to be delivered and maintained over the course of the project by the successful tenderer.

4.3.5.3.1 First deliverables

Project Management and Quality Plan

The contractor shall supply a draft overall Project Management and Quality Plan (PMQP). The plan submitted by the contractor can be based on their own (approved) model.

The PMQP shall be a description of the project and will define the relationship in terms of :

- organisation and communication
- project time plan
- progress monitoring and reviews
- change control management
- Risk Management Plan
- standards, procedures and methods
- deliverable products
- roles and responsibilities

The final PMQP is the first deliverable for the project and will be included as a deliverable of each specific contract. It shall be of sufficient detail to enable the Agency to evaluate that all activities, described in this plan are duly executed. The plan shall be subject to approval of the Agency (see [Acceptance procedure](#)). The plan shall be updated whenever required during the implementation of the contract. Revisions can be based on information supplied by the Agency, as well as on the contractor's own assessment.

4.3.5.3.2 Intermediate deliverables

Progress reporting

The contractor shall provide a regular progress report to the Agency and shall - if required - prepare, participate, follow up and make minutes of the progress meetings.

The Agency shall receive the progress report at least one week before a planned progress meeting.

The report shall include, as a minimum:

- the current status of the project (major events, performance, problems, recommendations...)
- resources utilisation and forecast (in case of Quoted Time and Means contracts)

4.3.5.3.3 Final deliverables

Final report

After the completion of each specific contract, the contractor shall deliver a final report containing at a minimum:

- final status of the project
- clear statistics on the work done
- analysis of the experienced problems and corresponding corrective actions
- management summary setting out conclusions
- final balance of the resources used and costs incurred (in case of Quoted Time and Means contracts)

Handover file

At the end of a specific contract/task the contractor can be requested to provide a handover file that will ensure a smooth transfer of the related activities to another possible contractor, in accordance with the specific conditions of each specific contract.

This file will include the following type of information (depending of the type of task to be handed over):

For technical aspects:

- Web site architecture and description of the software used.
- Hardware architecture description (if relevant).
- Communications architecture, including security issues.
- Data storage structure.
- List of functional features supported by the system.
- The structure of the management team.
- Any management procedures: update, backup, recovery, etc.
- Statistics and figures of main indicators related to performance and volume of information managed.

For content aspects:

- Web site structure.
- Content structure including categorisation, grouping and metadata of all files that have been treated (including all the translated files).
- Sources of information for the content.
- The structure of the management team.
- User manual(s).
- Any management procedures: update, version control, etc.
- Statistics and figures of main indicators related to performance, quality and volume of information managed.

4.3.5.3.4 Acceptance procedure

The procedure for accepting the deliverables will be the following:

- the Agency receives the deliverables according to the deadlines, specified in the specific contract

- the deliverables will be presented by the contractor and can be commented on by the Agency
- if necessary for acceptance of the deliverable(s), further actions will be taken by the contractor and the revised deliverable(s) will be re-submitted within 15 days from receiving the Agency's comments.
- the deliverables will be either approved or rejected within 30 days of receipt by the Agency.

Acceptance procedure for software in Lot 2 will be subject to several specific acceptance procedures whose precise organisation and technical details will be provided in the specific contracts:

1. Factory acceptance tests
2. Pre-production acceptance tests
3. Final system acceptance

4.3.5.3.5 Specific deliverables related to Lot 2

Functional specification and detailed technical specifications

The contractor will deliver complete detailed functional and technical specifications for software development, along with its design and, if existing, database structure, plus any other relevant documents.

Test plan

Testing of the system will be performed before acceptance, to ensure the compliance of the deliverables with the specifications. The contractor will be required to produce an overall testing approach, describing the test strategy and testing requirements. The Agency will be free to require changes or additions to the submitted test plan. The test plan must describe in detail the planned testing activities:

- Each test item must describe the feature(s) it tests and include a script with the exact sequences of actions to be performed and an exact description of the expected outcome.
- Tests must cover functionality, scalability, stress/volume/performance, interoperability/integration, version compatibility.
- Whenever possible, random tests must be designed to test the middleware software's resistance to unexpected input, tasks, responsibilities and the management of the tests.
- The results of these tests performed by the contractor must be documented and reported to the Agency. This is needed to ensure correct reporting as well as to enable a follow-up of any failed tests.
- The Agency and/or any expert(s) appointed by the Agency will be free to perform their own tests on any deliverables using the agreed test plan.

Software documentation

All source files developed in the course of the project must be delivered to the Agency with complete software documentation, including:

- Full functional and technical description of the software, with instructions for set-up, configuration, operation and troubleshooting.
- Description of contents and use of each source file;
- Overview of all classes and objects used;

- For any database description of its structure, fields and tables;
- Source code files with comments within the code: all code comments must be written in English, and each source file must contain a comment header describing its contents. All code comments must follow a convention to be developed by the contractor and agreed upon with the Agency at the beginning of the project.

If deemed relevant by the Agency, an updated detailed test plan must be provided.

Management and monitoring documentation

The contractor must provide complete documentation of the system, describing the technical architecture and the functional workings of each component. The description must cover management and monitoring features, tools and procedures.

4.4 Scenarios

This section contains a number of scenarios that the tenderer is required to analyse and provide a detailed technical and financial offer. It shall be noted that these scenarios will be used to assess the tenders during the evaluation. It does by no means indicate that the tasks mentioned in the scenarios will be requested by the Agency in one of the Specific Contracts or be developed with the technologies mentioned.

Tenderers must use the template in [Annex 5.7](#) for financial proposal of these scenarios.

An indicative estimation of the workload and methodologies is already given by the Agency in some scenarios. Nevertheless, the tenderer will make his own assumptions on the approach taken, the total workforce and the specific profiles required to perform the scenario(s)/deliver all services. The tenderer shall add a clear explanation on how the profiles and total man-days of the project team are determined. The absence of these comments will result in a very low mark.

For the definition of the different profiles see [section 4.5](#) below.

For the purposes of evaluation, the tenderer shall:

- Prepare a document of a maximum of four (4) pages long describing the different tasks that tenderer consider necessary to ensure a successful execution of the scenario;
- For each task, tenderer will briefly describe the approach taken
- Particular attention will be given to the description of the final deliverables.
- For Lot 1, the tenderer shall include portfolio of at least three references of web site graphic design

Qualitative evaluation of the tenders will be based on criteria specified in [section 3.3](#). of the specification.

4.4.1 Scenario for Lot 1 – Web design

Objective

- To provide the design and description of functionalities for the new ECHA website;
- analysis of the current ECHA website and proposal for restructuring the content;
- new layout for the website.

Tasks

1. Understanding ECHA's web strategy and project goals (and completing user research.)

This task focuses on the importance of the service provider understanding ECHA's mandate and the underlying communication goals of the ECHA website and on-line public facing information as well as the current content and structure of the website.

- gathering information to ensure that the service provider has a general understanding of ECHA's mandate and its role in the provision of information on chemicals and related legislation;
- a comprehensive content audit and accompanying report of the current website.

2. Concept development and testing of new Information Architecture and Navigation

Understanding the needs of stakeholders both internal and external and turning these ideas into a tangible and usable product reflected in the development of information architecture:

- concept/design workshops (persona and scenario workshops for example to understand how the sites are used) with selected ECHA staff and external ECHA stakeholders;
- developing initial information architecture;
- testing of initial designs on key user groups.

3. Final Information Architecture (IA) and navigation

- Final concept/mock-up creation;
- testing of final mock-ups on key users;
- changes to mock-ups, if required;
- final IA specification with flows and complete wireframes per page.

4. Graphic Design of website interface

The service provider will work to develop a suitable graphic design for the ECHA website based on ECHA brand and the navigation and information architecture.

Duration

- 6 months.

Meetings

- kick-off meeting in Helsinki
- progress meeting in Helsinki
- end-of-project meeting in Helsinki

Deliverables

As part of the work described in these specifications the contractor shall submit the following deliverables to the Agency:

- A Project Management Plan (PMQP);
- bi-monthly progress reports;
- content audit and report of the current website;
- user test plan and report (accessibility and usability of the new concept and design);

- hand-over file;
- complete Information Architecture (IA) specification with flows, wireframes & graphic design;
- a final report.

Estimated workload

- 240 man days.

Form of the contract

- Quoted Time and Means at contractor's premises

4.4.2 Scenario for Lot 2 – Web development

Objective

To integrate the current web products and migrate the contents to the Agency's Web Content Management System based on Java technologies.

Tasks

To migrate all current ECHA web products and contents to the same Web Content Management System (WCMS) yet to be selected by the Agency. For a description of the web products to be migrated, please see points [4.3.2](#) & [4.3.3](#). Please note that the editorial revision of the content will be provided by the Agency

1. Information architecture

The contractor will use the IA specification and wireframes (final deliverable of Lot 1) for the graphic layout and structure of the contents.

2. Impact assessment

The Contractor will perform a technical impact assessment on the IA, resulting in a proposed set-up of the future ECHA website.

3. Prototyping

After validation by the Agency of this first deliverable, the Contractor will generate a fully operational prototype using the WCMS via remote access in a testing environment, provided by the Agency.

4. Testing

The Contractor will then prepare a detailed test plan which will be consequently executed by the Contractor. As a result of this task, the Contractor will develop a final test release of the website. A final acceptance test will be performed jointly by the Contractor and the Agency. In case of non-compliance, the Contractor will make the necessary adaptations to the platform and re-run the acceptance test with the Agency.

5. Roll-out

On the positive outcome of the final acceptance test, the Contractor will perform the roll-out of the above-mentioned test environment in the Agency's production environment.

6. Migration

The contractor will prepare a detailed migration and synchronisation plan for the contents. The migration plan will define how the websites are migrated (from a content and technical point of view) in order to take into account that the site must remain live and retain its integrity during the migration phase.

7. Handover

Finally, a hand-over file will be prepared by the Contractor. It shall include technical documentation of the platform (updated functional specifications, technical architecture and content schemas) as well as an updated user manual for the back-office environment.

Duration

8 months

Meetings

- kick-off meeting in Helsinki
- three progress meetings in Helsinki
- end-of-project meeting in Helsinki

Deliverables

As part of the work described in these specifications the contractor shall submit the following deliverables to the Agency:

- A Project Management Plan (PMQP);
- bi-monthly progress reports;
- impact Assessment report;
- content audit and report of the current websites;
- migration and synchronisation plan;
- test plan and report;
- hand-over file;
- updated user manual for the back-office environment;
- a final report.

Estimated workload

350 man days

Form of the contract

- Quoted Time and Means at contractor's premises

4.4.3 Scenario for Lot 3 – Web consultancies

Objective

To create social media strategy for ECHA

Tasks

The contractor will advise on and help develop ECHA's social media presence. This could include for example blogs, wikis, podcasts, RSS feeds, online community / social networking services and new developments as they become commonly recognized.

The contractor will analyse the current social media landscape and propose suitable platforms for ECHA. They will also provide best practice and guidelines for ECHA staff. Please note: This scenario does not include developing for example a campaign tailored for one existing social media.

Duration

2 months

Meetings

- kick-off meeting in Helsinki

Deliverables

- Risk Management Plan;
- weekly progress reports;
- social media strategy:
 - analysis of suitable social media tools for ECHA;
 - impact assessment report;
 - recommendations according to the analysis;
 - guidelines for recommended social media.

Form of the contract

- Fixed price at contractor's premises

4.5 Profiles

Persons with the following profiles are expected to be involved in the project. The tenderer must propose one qualified person per requested profile. The minimum requirements to be applied to each individual (basic) profile are listed hereafter. The description of the nature of the tasks is just for information. In the evaluation process only the education and experience will be taken into account.

For all profiles a B2 level (according to [Annex 5.10](#)) on the knowledge of the English language is required.

Profiles common to all Lots:

Project Manager

| | |
|---------------------|---|
| Nature of the tasks | <ul style="list-style-type: none"> • Project management including proposals for project strategies, planning, definition of tasks and deliverables, review of project deliverables, quality control, risk analysis and management, status reports, problem reporting and management systems, follow up and organisation. • Guide sub-contractors in charge of project activities and review their deliverables. • Participate in functional and technical working groups and progress meetings. • Estimate costs, timescales and resource requirements for the successful completion of each project to agreed terms of reference. • Prepare and maintain project and quality plans and tracks activities against the plan, provide regular and accurate reports. • Monitor costs, timescales and resources used, and take action where these deviate from agreed tolerances. Ensure that delivered web products are implemented within these criteria. • Manage the change control procedure gaining agreement for revisions to the project from project sponsors. • Provide effective leadership for the project team ensuring that team members are motivated and constantly developing their skills and experience. |
| Education | <ul style="list-style-type: none"> • University degree, in Information Technologies, Online Communication or relevant fields OR non university degree with minimum of 5 years in the fields described in the "Nature of the tasks" (in addition to the experience mentioned below). |
| Experience | <ul style="list-style-type: none"> • Minimum 6 years in relevant fields of which minimum 3 years experience in project management. • Experience in an international/multi-cultural environment • Proven experience with quality procedures. |

Project Assistant

| | |
|---------------------|---|
| Nature of the tasks | <ul style="list-style-type: none"> • Assisting the Project Manager in all administrative tasks. • Coordination and Communication. • Follow up of actions points. |
|---------------------|---|

| | |
|------------|---|
| | <ul style="list-style-type: none"> • Create and update reports, meeting minutes. |
| Education | <ul style="list-style-type: none"> • Post secondary level education in relevant fields as above |
| Experience | <ul style="list-style-type: none"> • Minimum 3 years in administrative tasks, of which minimum 2 years experience related to project assistance. |

Profiles related to Lot 1

Quality Consultant

| | |
|---------------------|--|
| Nature of the tasks | <ul style="list-style-type: none"> • Consultancy studies on quality matters regarding web environments and relevant processes • Consultancy studies in the analysis and application of security regarding web products. • Provide expertise in the security of web products. • Assistance and support with the preparation and validation of quality plans for building and maintaining web products. • Assistance and support on service level agreements or other quality documents associated with web projects. • Coaching on quality assurance regarding web environments and relevant processes. • Carrying out quality audits and web processes quality assessments. |
| Education | <ul style="list-style-type: none"> • University degree, in Information Technologies, Online Communication or relevant fields |
| Experience | <ul style="list-style-type: none"> • Minimum 4 years in Quality Assurance, of which minimum 3 years experience in Quality Assurance in relevant subject |

Web Analyst

| | |
|---------------------|--|
| Nature of the tasks | <ul style="list-style-type: none"> • Carrying out research and data collection and conduct analysis. • Running focus groups and facilitating workshops. • Preparing proposals/presentations. • Analysis of requirements and design of new web products. • Data analysis, data modelling, document management workflow analysis. • Cost/benefit analyses. • Production of user requirements for new web products in a form understandable for both users and technical persons • Interface between users and the technical team • Analysis of business processes • Analysis of organisational structures. |
| Education | <ul style="list-style-type: none"> • University degree in Information Technologies or relevant fields |
| Experience | <ul style="list-style-type: none"> • Minimum 8 years in IT, of which minimum 2 years at senior analyst level. • Experience in team working in an international/multi-cultural environment |

| | |
|--|--|
| | |
|--|--|

Graphical Web Designer

| | |
|---------------------|---|
| Nature of the tasks | <ul style="list-style-type: none"> • Organisation and design of the layout of web products (e.g. pages, templates etc) • Creation of web graphics and promotional material (e.g. banners, logos, animations etc) • Implementation and optimisation of the ECHA web brand |
| Education | <ul style="list-style-type: none"> • Post secondary level education in graphic design or relevant fields |
| Experience | <ul style="list-style-type: none"> • Minimum 4 years experience of graphical design of which minimum 2 years in graphical web design |

Usability specialist

| | |
|---------------------|--|
| Nature of the tasks | <ul style="list-style-type: none"> • Ensuring of appliance of web standards (W3C, WAI) • Planning and performing usability tests • Conceptual design of web interfaces • Proposing best practices on web usability |
| Education | <ul style="list-style-type: none"> • Post secondary level education in Information Technologies, Online Communication or relevant fields |
| Experience | <ul style="list-style-type: none"> • Minimum 4 years of experience in online communication • Minimum 2 year of experience in web usability |

Profiles related to Lot 2

Quality Consultant

| | |
|---------------------|--|
| Nature of the tasks | <ul style="list-style-type: none"> • Consultancy studies on quality matters regarding web environments and relevant processes • Consultancy studies in the analysis and application of security regarding web products. • Provide expertise in the security of web products. • Assistance and support with the preparation and validation of quality plans for building and maintaining web products. • Assistance and support on service level agreements or other quality documents associated with web projects. • Coaching on quality assurance regarding web environments and relevant processes. • Carrying out quality audits and web processes quality assessments. |
| Education | <ul style="list-style-type: none"> • University degree, in Information Technologies, Online Communication or relevant fields |

| | |
|------------|--|
| Experience | <ul style="list-style-type: none"> • Minimum 4 years in Quality Assurance, of which minimum 3 years experience in Quality Assurance in relevant subject |
|------------|--|

Senior Analyst

| | |
|---------------------|--|
| Nature of the tasks | <ul style="list-style-type: none"> • Carrying out research and data collection and conduct analysis. • Running focus groups and facilitating workshops. • Preparing proposals/presentations. • Analysis of requirements and design of new web products. • Data analysis, data modelling, document management workflow analysis. • Cost/benefit analyses. • Production of user requirements for new web products in a form understandable for both users and technical persons • Interface between users and the technical team • Analysis of business processes • Analysis of organisational structures. |
| Education | <ul style="list-style-type: none"> • University degree in Information Technologies or relevant fields |
| Experience | <ul style="list-style-type: none"> • Minimum 8 years in IT, of which minimum 2 years at senior analyst level. • Experience in team working in an international/multi-cultural environment |

Graphical Web Designer

| | |
|---------------------|---|
| Nature of the tasks | <ul style="list-style-type: none"> • Organisation and design of the layout of web products (e.g. pages, templates etc) • Creation of web graphics and promotional material (e.g. banners, logos, animations etc) • Implementation and optimisation of the ECHA web brand |
| Education | <ul style="list-style-type: none"> • Post secondary level education in graphic design or relevant fields |
| Experience | <ul style="list-style-type: none"> • Minimum 4 years experience of graphical design of which minimum 2 years in graphical web design |

Senior Web Developer

| | |
|---------------------|---|
| Nature of the tasks | <ul style="list-style-type: none"> • Translate requirements (use-cases) into detailed and accurate solution design specifications, adequate for web development or customisation of standard web products • Definition of the logical and physical structure of websites and web pages. |
|---------------------|---|

| | |
|------------|--|
| | <ul style="list-style-type: none"> • Definition of navigation methods. • Definition and integration of the various required technological components. • Development of web-enabled applications, from front-end to back-end systems. • Creating/maintaining applications for web environments. • Produce the relevant documentation and documentation for the support team. • Prototyping (creation of wireframes / mock-ups) • Analysis of business processes • Analysis of organisational structures. • Data flow analysis. |
| Education | <ul style="list-style-type: none"> • University degree, in Information Technologies, Online Communication or relevant fields OR non university degree with minimum of 5 years in the fields described in the “Nature of the tasks” (in addition to the experience mentioned below). <ul style="list-style-type: none"> • |
| Experience | <ul style="list-style-type: none"> • Minimum 8 years in web development, of which minimum 2 years at senior level • Proficient with usability and accessibility considerations in web development • Proficient with Java and/or Microsoft .NET based technologies (JEE framework) • Microsoft SQL Server or Oracle or MySQL |

Junior Web Developer

| | |
|---------------------|---|
| Nature of the tasks | <ul style="list-style-type: none"> • Assisting in the definition of the logical and physical structure of websites and web pages. • Assisting in the definition of navigation methods. • Supporting in definition and integration of the various required technological components. • Supporting in development of web-enabled applications, from front end to back-end systems. • Prototyping (creation of wireframes / mockups) • Contribute to writing handover and operational maintenance documentation. |
| Education | <ul style="list-style-type: none"> • Post secondary level education in Information Technologies, Online Communication or relevant fields |
| Experience | <ul style="list-style-type: none"> • Minimum 3 years in web development • Knowledge of Java and/or Microsoft .NET based technologies (JEE framework) • Knowledge of Microsoft SQL Server or Oracle or MySQL |

Web Consultant

| | |
|---------------------|---|
| Nature of the tasks | <ul style="list-style-type: none"> • Best practice and advise on web technologies • Search Engine Optimisation • Analysis of user statistics, solutions based on the analysis • Best practice on using social networking technologies |
| Education | <ul style="list-style-type: none"> • Post secondary level education in Information Technologies, Online Communication or relevant fields |
| Experience | <ul style="list-style-type: none"> • Minimum 3 years of experience in web consultancies |

Usability specialist

| | |
|---------------------|---|
| Nature of the tasks | <ul style="list-style-type: none"> • Ensuring of appliance of web standards (W3C, WAI) • Planning and performing usability tests • Conceptual design of web interfaces • Proposing best practices on web usability • Best practices in dealing with Multilanguage websites |
| Education | <ul style="list-style-type: none"> • Post secondary level education in Information Technologies, Online Communication or relevant fields |
| Experience | <ul style="list-style-type: none"> • Minimum 4 years of experience in online communication • Minimum 2 year of experience in web usability • Knowledge of the make up of web pages and modules |

Test engineer

| | |
|---------------------|---|
| Nature of the tasks | <ul style="list-style-type: none"> • Preparing tests against use cases • Planning and performing tests • Reporting and documentation on test results |
| Education | <ul style="list-style-type: none"> • Post secondary level education in Information Technologies, Online Communication or relevant fields |
| Experience | <ul style="list-style-type: none"> • Minimum 3 years of software testing experience of which minimum 1 year in testing web applications |

Web editor

| | |
|---------------------|---|
| Nature of the tasks | <ul style="list-style-type: none"> • Addition, modification and withdrawal of content • Ensuring of coherence and quality throughout the web products • Publishing the content online via the WCMS |
| Education | <ul style="list-style-type: none"> • Post secondary level education in Online Communication or relevant field |
| Experience | <ul style="list-style-type: none"> • Minimum 3 years experience in web editing |

Content entry staff

| | |
|---------------------|---|
| Nature of the tasks | <ul style="list-style-type: none"> • Migration of the content from the old web products to the new ones in close cooperation with the management team and editors • Maintenance of the web products |
| Education | <ul style="list-style-type: none"> • Post secondary level education |
| Experience | <ul style="list-style-type: none"> • Minimum 2 years experience of Office applications or Web Content Management System |

Trainer

| | |
|---------------------|--|
| Nature of the tasks | <ul style="list-style-type: none"> • Designs, prepares and facilitates training programs and workshops • Responsible for the design and creation of training and informational material such as presentations • Works with project team to identify training needs and solutions. • Help end users in managing their content for web publication |
| Education | <ul style="list-style-type: none"> • Post secondary level education in Information |

| | |
|------------|--|
| | Technologies, Online Communication or relevant fields |
| Experience | <ul style="list-style-type: none"> Minimum 3 years of training experience of which 2 years in training in an international/multi-cultural environment and 1 year of training on topics relevant to Lot 2. |

Profiles related to Lot 3

Note: "Web Consultant" CVs might address different fields of expertise within the profile (i.e. either particularly knowledgeable in Search Engine Optimisation or in Customer Insight Research or in Web 2.0 or in best practices to present content).

Web consultant

| | |
|---------------------|---|
| Nature of the tasks | <ul style="list-style-type: none"> Search Engine Optimisation Analysis of user statistics, solutions based on the analysis Monitoring, analysis of web trends in social networking tools Best practice on dissemination of information using social networking tools Web audience research (customer insight) Advising on online communication strategies |
| Education | <ul style="list-style-type: none"> Post secondary level education in Online Communication or relevant field |
| Experience | <ul style="list-style-type: none"> Minimum 3 years experience in web consultancies of which minimum 1 year in Search Engine Optimisation and minimum 1 year in Customer Insight Research and minimum 1 year in Web 2.0. |

Trainer

| | |
|---------------------|--|
| Nature of the tasks | <ul style="list-style-type: none"> Designs, prepares and facilitates training programs and workshops Responsible for the design and creation of training and informational material such as presentations Works with project team to identify training needs and solutions. Help end users in managing their content for web publication |
| Education | <ul style="list-style-type: none"> Post secondary level education |
| Experience | <ul style="list-style-type: none"> Minimum 3 years of training experience of which 2 years in training in an international/multi-cultural environment and 1 year of training on topics relevant to Lot 3. |

5 ANNEXES

5.1 Exclusion criteria form

Exclusion criteria form (Invitation to tender No ECHA/2010/124)

[This form is mandatory]

Exclusion Criteria Form

The undersigned [*name of the signatory of this form, to be completed*]:

- in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator²*)
or
- representing (*if the economic operator is a legal person*)

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

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

official address in full:

VAT registration number:

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

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

In addition, the undersigned declares on their honour:

² To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).

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

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

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

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

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

Full name

Date

Signature

5.2 Draft Framework service contract



FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – ECHA/2010/124

The European Chemicals Agency (hereinafter referred to as "Agency"), represented for the purposes of the signature of this contract by Mr Geert Dancet, Executive Director,

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"³), [represented for the purposes of the signature of this contract by [name in full and function,]]

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following Annexes⁴:

Annex I – Tender Specifications (Invitation to Tender No ECHA/2010/124 of [complete])

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

Annex III – (a) Order Form and

³ In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Agency for the performance of this contract".

⁴ Voluminous annexes may be replaced by a reference to the documents concerned, provided the content of such documents is not subject to challenge (by virtue of their public nature).

(b) Specific Contract

Annex IV – Reimbursement of daily subsistence allowances

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

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

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

I – Special Conditions

ARTICLE I.1 - SUBJECT

- I.1.1** The subject of the Contract is provision of web services.
- I.1.2** Signature of the Contract imposes no obligation on the Agency to purchase. Only implementation of the Contract through orders and specific contracts is binding on the Agency.
- I.1.3** Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and execute the tasks in accordance with all terms and conditions of the Contract.
- I.1.4** The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to the Agency.

ARTICLE I.2 - DURATION

- I.2.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Provision of the services may under no circumstances begin before the date on which the order or specific contract enters into force.
- I.2.3** The Contract is concluded for a period of 12 (twelve) months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4** The orders or specific contracts shall be returned signed before the Contract to which they refer expires.

The Contract shall continue to apply to such orders and specific contracts after its expiry, but no later than 6 (six) months.
- I.2.5** The Contract shall be renewed automatically up to 3 (three) times, each time for a period of 12 (twelve) months under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other before expiry of the period indicated in Article I.2.3. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 –PRICES

- I.3.1** The prices of the services shall be as listed in Annex II.
- I.3.2** Prices shall be expressed in EUR.
- I.3.3** Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

From the beginning of the second year of duration of the Contract, prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. The Agency shall purchase on the basis of the prices in force on the date on which orders or specific contracts are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index (MUICP) published for the first time by the Publications Office of the European Union in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(0,2 + 0,8 \frac{Ir}{Io} \right)$$

where:

- Pr = revised price;
- Po = price in the original tender;
- Io = index for the month corresponding to the final date for submission of tenders;
- Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

- I.3.4.** In addition to the total amount specified in each Specific Contract, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7 up to a maximum amount determined in each Order Form or Specific Contract. The daily substance allowance referred to in Article II.7.4 (d) shall be determined in accordance with Annex IV.

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

Within 20 working days of a request for services being sent by the Agency to the Contractor, the Agency shall receive an estimate of the resources to be allocated for its execution, with particulars in support.

Within 10 working days of an Order Form or Specific Contract being sent by the Agency to the Contractor, the Agency shall receive it back, duly signed and dated.

ARTICLE I.5 – PAYMENT PERIODS

- I.5.1** Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.
- I.5.2** The terms of payment shall be specified for each Specific Contract or Order Form as indicated by the Agency in its request for offer for the respective Specific Contract or Order Form.

ARTICLE I.6 – BANK ACCOUNT

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

- Name of bank: [complete]
- Address of branch in full: [complete]
- Exact designation of account holder: [complete]
- Full account number including codes: [complete]
- IBAN code: [complete]

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

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

Agency:

European Chemicals Agency
Directorate A – Co-Operation
Unit A3 - Communications
P.O. Box 400
FI-00121 Helsinki
Fax: +358 9 68618210
Email: [complete]

Contractor:

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

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.8.1 The Contract shall be governed by Finnish law.

I.8.2 Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the Helsinki district court.

ARTICLE I.9 – DATA PROTECTION

Any personal data included in or relating to the Contract, including its execution, shall be processed pursuant to Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the Agency without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the Agency. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.10 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving a three-month formal prior notice. Should the Agency terminate the Contract, the Contractor shall only be entitled to payment corresponding to the services ordered before the termination date. On receipt of the letter terminating the Contract,

the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

ARTICLE I.10a – CONTRACT CONCLUDED DURING STANDSTILL PERIOD

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

ARTICLE I.11 – ADVERTISING

The Contractor, as well as subcontractors engaged in the execution of the contract, shall not publicly announce the activities falling under the Contract without the written agreement of the Agency. However, the Contractor has the right to mention the Agency's name in response to a question to that effect from a potential client.

ARTICLE I.12 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

I.14.1 The intellectual and industrial property rights under the Contract shall be governed by Article II.8

I.14.2 Specific provisions concerning the Deliverables and the assignment of rights

I.14.2.1 All Deliverables and related industrial or intellectual property rights obtained in performance of the Contract, shall become the exclusive property of the Agency, which may use, publish, assign or transfer them as it seems fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Framework agreement being entered into.

Where industrial or Intellectual property rights exist prior to entering into this Framework agreement, the Contractor shall establish a listing of such rights and communicate it to the Agency at the latest prior to the commencement of the concerned work.

This Framework agreement stipulates all the terms and conditions for the assignment of rights.

I.14.2.2 The Contractor therefore warrants that it is a rightful owner of all the Intellectual property rights to the Deliverables obtained under this Framework Contract, and that it is entitled to assign to the Agency those Intellectual property rights in accordance with the terms of this Framework Contract.

I.14.2.3 The Contractor shall assign the ownership to the Agency all rights in all the Deliverables, obtained under this Framework agreement and shall warrant that the Agency has the appropriate rights, including but not expressly limited to the rights mentioned below, to:

- use, re-use and edit the Deliverables, as a whole or parts of them
- translate and re-write the Deliverables in a different language or into a different form
- exploit the Deliverables

- modify the Deliverables, and in particular to cut, dub, insert meta data, subtitles, legends or other graphic, visual, audio or word elements
- license and sub-license the Deliverables
- distribute the Deliverables with or without modifications to them,
- distribute copies of the Deliverables
- display the Deliverables publicly
- put the Deliverables on the Internet
- broadcast (online or otherwise) the Deliverables
- communicate the Deliverables to the public by telecommunication, by electronic publication, by press information services, by downloadable and non-downloadable files, by communication with computer terminals, by sending of telegrams, messages and wire service, by electronic and non-electronic publications, or by any other media of expression now known or later developed
- reproduce the Deliverables by any technical procedure into paper, digital, electronic or non-electronic format
- prepare derivative works of the Deliverables
- store the Deliverables
- include the Deliverables in the indexes and databases worldwide
- extract audio files from the Deliverables
- compile or decompile the Deliverables
- as well as any other rights that are necessary for the Agency to use the Deliverables efficiently in its future functions and mission.

I.14.2.4 The assignment of the rights and ownership becomes effective upon payment of the Deliverables by the Agency. The Deliverables remain the property of the Contractor until the payment is received. The Contractor shall provide the Agency all the necessary legal documents allowing the Agency to record the transfer of ownership into its name.

Until full payment of the amounts due, the Agency (and its contractors) is granted a non- exclusive, worldwide, royalty-free license related to the use of the Deliverables for the purposes described in Article I.14.2.3. above.

II – GENERAL CONDITIONS

ARTICLE II. 1 – PERFORMANCE OF THE CONTRACT

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

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

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Agency;
 - the Agency may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Agency any right arising from the contractual relationship between the Agency and the Contractor.
- II.1.7** In the event of disruption resulting from the action of a member of the Contractor's staff working on Agency premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Agency shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- II.1.8** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Agency. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

II.1.9 Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Agency may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Agency may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II. 2 – LIABILITY

II.2.1 The Agency shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Agency.

II.2.2 The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Agency shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

II.2.3 The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Agency by a third party as a result of damage caused by the Contractor in performance of the Contract.

II.2.4 In the event of any action brought by a third party against the Agency in connection with performance of the Contract, the Contractor shall assist the Agency. Expenditure incurred by the Contractor to this end may be borne by the Agency.

II.2.5 The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Agency should it so request.

ARTICLE II. 3 - CONFLICT OF INTERESTS

II.3.1 The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Agency in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Agency reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Agency, any member of his staff exposed to such a situation.

II.3.2 The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3 The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,

- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

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

ARTICLE II. 4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

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

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

The guarantor shall stand as first-call guarantor and shall not require the Agency to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Agency shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2 Interim payment:

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

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

If the report is a condition for payment, on receipt the Agency shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Agency does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Agency requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3 Payment of the balance:

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

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

If the report is a condition for payment, on receipt the Agency shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Agency does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Agency requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

ARTICLE II. 5 – GENERAL PROVISIONS CONCERNING PAYMENTS

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

II.5.2 The payment periods referred to in Article I.5 may be suspended by the Agency at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Agency may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Agency shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.5 shall begin to run again once the suspension has been lifted.

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

following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Agency may not be deemed to constitute late payment.

ARTICLE II. 6 – RECOVERY

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

Article II. 7 - Reimbursements

II.7.1 Where provided by the Special Conditions or by Annex I, the Agency shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

II.7.2 Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

II.7.3 Travel expenses shall be reimbursed as follows:

- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- d) travel outside Union territory shall be reimbursed under the general conditions stated above provided the Agency has given its prior written agreement.

II.7.4 Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;

- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.

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

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

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

ARTICLE II. 9 – CONFIDENTIALITY

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

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

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

II.10.1 The Contractor shall authorise the Agency to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.9 shall apply.

II.10.2 Unless otherwise provided by the Special Conditions, the Agency shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Agency.

II.10.3 Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Agency and shall mention the amount paid by the Union. It shall state that the opinions expressed are those of the Contractor only and do not represent the Agency's official position.

II.10.4 The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Agency has specifically given prior written authorisation to the contrary.

ARTICLE II. 11 – TAXATION

- II.11.1** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2** The Contractor recognises that the Agency is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.
- II.11.3** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.11.4** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II. 12 – FORCE MAJEURE

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

ARTICLE II. 13 – SUBCONTRACTING

- II.13.1** The Contractor shall not subcontract without prior written authorisation from the Agency nor cause the Contract to be performed in fact by third parties.
- II.13.2** Even where the Agency authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Agency under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.13.3** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Agency is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II. 14 – ASSIGNMENT

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

ARTICLE II. 15 – TERMINATION BY THE AGENCY

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

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (e) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Agency as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Agency's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen days⁵ of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Agency;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure

⁵ This period can be modified in the Special Conditions depending on the nature of the contract.

within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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

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

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

II.15.4 Consequences of termination:

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

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

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

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

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

ARTICLE II. 16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Agency's right to terminate the Contract, the Agency may decide to impose liquidated damages of 0.2%⁶ of the amount of the relevant purchase per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Agency within thirty days of the

⁶ The daily rate for liquidated damages may be modified in the Special Conditions where the subject of the contract so justifies.

receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Agency and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II. 17 – CHECKS AND AUDITS

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

ARTICLE II. 18 – AMENDMENTS

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

ARTICLE II. 19 – SUSPENSION OF THE CONTRACT

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

SIGNATURES

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

For the Agency,
Geert Dancet, Executive Director

signature[s]: _____

signature[s]: _____

Done at [Helsinki], [date]

Done at [Helsinki], [date]

In duplicate in English.

ANNEX I

Technical Specifications and Monitoring

ANNEX III



ORDER FORM No [complete]

governed by the provisions of Framework Contract No ECHA/2010/124 signed on [complete]

| | | |
|--|--|--------------|
| European Chemicals Agency [Directorate [complete]] [Unit [complete]] P.O. Box 400 FI-00121 Helsinki | Mr/Mrs/Ms [complete] [Function] [Company name] [Official address in full] | |
| Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the Agency is exempt from all taxes and dues, including value added tax, on payments due in respect of this order form. | | |
| Description of the services | Quantity | Price |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL PRICE | | _____ |
| [Fixed price without reimbursable costs] [Reimbursable costs up to a maximum amount of EUR ... to be added to the price according to the conditions laid down in the Contract] | | |
| [The duration of the tasks shall not exceed complete]. | Other details: | |
| [Execution of the tasks shall start from [the date of Contractor's signature of this order form] [complete date].] | | |
| | | |
| | | |

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

For the Agency,
[forename/surname/function]

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

signature[s]: _____

signature[s]: _____

Done at [Helsinki], [date]

Done at [Helsinki], [date]

ANNEX III



SPECIFIC CONTRACT No [complete]

implementing Framework Contract No ECHA/2010/124

The European Chemicals Agency (hereinafter referred to as "the Agency"), which is represented for the purposes of the signature of this contract by [forename, surname and function,]

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

hereinafter referred to as "the Contractor"⁷, represented for the purposes of the signature of this contract by [forename, surname and function,]

of the other part,

HAVE AGREED

ARTICLE III.1: SUBJECT

III.1.1 This specific contract implements Framework Contract No [complete] signed by the Agency and the Contractor on [complete date] *[and renewed on complete date]*.

III.1.2 The subject of this specific contract is [short description of subject]. *[This specific contract relates to lot [complete] of the Framework Contract.]*

III.1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:] *[specified in Annex [complete].]*

ARTICLE III.2: DURATION

⁷ In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Agency for the performance of this contract".

III.2.1 This specific contract shall enter into force *[[on the date on which it is signed by the last contracting party]⁸ [on complete if it has already been signed by both contracting parties]]*.

III.2.2 The duration of the tasks shall not exceed *[days/months]*. Execution of the tasks shall start from *[date of entry into force of this specific contract]* or *[indicate date]*. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE III.3: PRICE

III.3.1 The total amount to be paid by the Agency under this specific contract shall be EUR *[amount in figures and in words]* covering all tasks executed.

III.3.2 In addition to the price *[no reimbursable costs are foreseen]* *[costs up the an amount of EUR ... will be reimbursed according to the provisions of the Framework contract]*

ARTICLE III.4: ANNEXE[S]

Annex A – Technical Annex
Annex B – Contractor's offer

SIGNATURES

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

For the Agency,
[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [Helsinki], [date]

Done at [Helsinki], [date]

In duplicate in English.

⁸ As a rule the Agency signs last. In this case, the Contractor should be duly informed of the date on which the specific contract enters into force.

ANNEX IV

REIMBURSEMENT OF DAILY SUBSISTENCE ALLOWANCES

Subsistence expenses incurred in connection with meetings which the Contractor is required to attend by the Agency or in connection with events organised by the Contractor, as provided for in a specific contract, shall be reimbursed in euro at the euro accounting rates in force during the month of travel.

The daily subsistence allowance is deemed to cover all expenses incurred during one day of travel, such as hotel, meals and local transport expenses (e.g. taxis and transport from the airport/station to the hotel) and are reimbursed on the basis of the following table:

| Travel location | Daily allowance | Travel location | Daily allowance |
|-----------------|-----------------|-----------------|-----------------|
| Austria | 225 | Latvia | 211 |
| Belgium | 232 | Lithuania | 183 |
| Bulgaria | 227 | Luxembourg | 237 |
| Czech Republic | 230 | Malta | 205 |
| Cyprus | 238 | Netherlands | 263 |
| Denmark | 270 | Poland | 217 |
| Estonia | 181 | Portugal | 204 |
| Finland | 244 | Romania | 222 |
| France | 245 | Slovak Republic | 205 |
| Germany | 208 | Slovenia | 180 |
| Greece | 222 | Spain | 212 |
| Hungary | 222 | Sweden | 257 |
| Ireland | 254 | United Kingdom | 276 |
| Italy | 230 | | |

For travels outside the European territory, the Agency will inform the contractor, upon his request, of the applicable rates.

CALCULATION

Daily subsistence allowances are calculated according to the length of the trip:

- six hours or less: reimbursement of actual expenses (on production of supporting documents)
- more than six hours but not more than twelve hours: half the daily allowance;
- more than twelve hours, but not more than twenty-four hours: full daily allowance;
- each successive 12-hour period: half the daily allowance.

5.3 Financial and economic capacity overview form (Invitation to Tender ECHA/2010/124)

| Financial and Economic Capacity Overview | | | |
|--|---|----------------------|------------|
| Currency : EURO | | Figures (000) | |
| | N* (* most recent figures available) | N-1 | N-2 |
| Total Balance Sheet | | | |
| TRADE DEBTORS <i>Amounts due by commercial customers</i> | | | |
| CAPITAL and RESERVES (Equity) <i>Amounts owned by the company</i> | | | |
| TRADE CREDITORS <i>Amounts due to commercial suppliers</i> | | | |
| SHORT TERM DEBT | | | |
| LONG TERM DEBT | | | |
| LIQUIDITY <i>Bank accounts, cash at hand</i> | | | |
| | | | |
| <u>About PROFIT & LOSS</u> | | | |
| TURNOVER | | | |
| ORDINARY RESULT | | | |
| EXTRAORDINARY RESULT | | | |
| INCOME TAX | | | |
| NET RESULT | | | |

You may add any data that you would consider of vital relevance for your organisation and for the understanding of the above figures.

Comments: Please explain BRIEFLY important variations from one year to another if appropriate. In case of negative equity or repeated losses, please explain how the future of the organisation will be ensured.

5.4 Subcontractor/ Letter of intent ECHA/2010/124)

Web services

The undersigned:

Name of the company/organisation:

Address:

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to *(name of the tenderer)*.

Declares hereby accepting the general conditions attached to the tendering specifications for this call for tender, and in particular art. II.17 in relation with checks and audits.

Full name

Date

Signature

.....

5.5 Power of Attorney

POWER OF ATTORNEY – MODEL 1

Agreement / Power of Attorney

(DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND GIVING A MANDATE TO IT)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
-
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the European Chemicals Agency awards **[Framework]** Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

(1) As co-signatories of the Contract, all the Group Members:

- (a) Shall be jointly and severally liable towards the European Chemicals Agency for the performance of the Contract.
- (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members designate Company X as **Group Leader**.
[N.B.: The Group Leader has to be one of the Group Members]

(3) Payments by the European Chemicals Agency related to the Supplies or the Services shall be made through the Group Leader's bank account .*[Provide details on bank, address, account number, etc.]*.

(4) The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks:

- (a) The Group Leader shall sign any contractual documents—including the **[Framework]** Contract, **[Specific Agreements]** and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Leader shall act as single point of contact for the European Chemicals Agency in connection with the Supplies and/or the Services to be

provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Chemicals Agency, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the European Chemicals Agency's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Chemicals Agency in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Agency's consent.

Signed in on

Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company

POWER OF ATTORNEY – MODEL 2

Agreement / Power of Attorney

(CREATING THE GROUP AS SEPARATE ENTITY, APPOINTING A GROUP MANAGER AND GIVING A MANDATE TO HIM/HER)

We the undersigned:

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
-
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

In case the European Chemicals Agency awards [**Framework**] Contract (« **the Contract** ») to Company 1, Company 2, ..., Company N (« **the Group Members** »), based on the joint offer submitted by them on for the supply of and/or the provision of services for ... (« **the Supplies and/or the Services** »).

- (1) As co-signatories of the Contract, all the Group Members:
- (a) Shall be jointly and severally liable towards the European Chemicals Agency for the performance of the Contract.
 - (b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(2) To this effect, the Group Members have set up under the laws of the Group (« **the Group** »). The Group has the legal form of a [*Provide details on registration of the Group: VAT Number, Trade Register, etc.*].

(3) Payments by the European Chemicals Agency related to the Supplies or the Services shall be made through the Group's bank account . [*Provide details on bank, address, account number, etc.*].

(4) The Group Members appoint Mr/Ms as **Group Manager**.

(5) The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks :

- (a) The Group Manager shall sign any contractual documents—including the [**Framework**] Contract, [**Specific Agreements**] and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Manager shall act as single point of contact for the European Chemicals Agency in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the

Supplies and/or the Services by the Group Members to the European Chemicals Agency, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to the European Chemicals Agency's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Chemicals Agency in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Agency's consent.

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

5.6 Price Schedule

Price Schedule for profiles & expenses

Please fill in the prices, including all costs. The onsite prices (at ECHA premises) must present the unit prices per man day including travel and subsistence expenses. The offsite prices (at contractor's premises) must present the unit prices per man day excluding travel and subsistence expenses.

For each specific lot the tenderer must provide all unit prices for that lot and give only one price per each price component.

| | Price component | Unit price Cost in euros person/day Onsite Price in Euros | Unit price Cost in euros person/day Offsite Price in euros |
|-----------------|------------------------|---|--|
| All lots | Project Manager | | |
| | Project Assistant | | |
| Lot 1 | Web Analyst | | |
| | Graphical Web Designer | | |
| | Usability specialist | | |
| | Quality consultant | | |
| | Other, please specify | | |
| Lot 2 | Quality Consultant | | |
| | Senior Analyst | | |
| | Graphical Web Designer | | |
| | Senior Web Developer | | |
| | Junior Web Developer | | |
| | Web consultant | | |
| | Usability specialist | | |
| | Test engineer | | |
| | Web editor | | |
| | Content entry staff | | |
| | Trainer | | |
| | Other, please specify | | |
| | Lot 3 | Web consultant | |
| Trainer | | | |

| | | | |
|-----------------|---------------------------------------|---|--|
| | Other, please specify | | |
| | | | |
| All lots | Price Components | Travel expenses (including subsistence expenses) | |
| | Project meeting with ECHA in Helsinki | | |
| | Project meeting in the EU | | |

5.7 Financial proposal for the scenarios

The tenderer shall provide a quotation for one, two or each of the scenarios described in [section 4.4](#). To that end, the tenderer shall fill in and complete the tables provided below. In any circumstances the unit prices per profile used for the calculation of the total cost in table below shall be equal to the unit prices per profile provided by the tenderer in the [Annex 5.6](#) (above).

Please note that the price comparison between offers during the evaluation will be based solely upon the prices of the total of the scenarios for each lot. The total price indicated here for each lot does not necessarily represent an amount that will correspond to the overall value of the framework contract, nor do the particular services necessarily represent the services that will be contracted through the Specific Contracts.

| Lot 1: Web design | | | |
|--|---------------|-------------------|-------------------|
| Include all elements being part of the scenario | | | |
| Profiles | Effort | Unit price | Total cost |
| | X days | Xxx € | Xxx € |
| Project manager | | | |
| Project assistant | | | |
| Web analyst | | | |
| Graphical web designer | | | |
| Usability specialist | | | |
| Quality consultant | | | |
| Other, please specify | | | |
| | | | |
| Travel costs | | | |
| Travel expenses for project meetings with ECHA in Helsinki | 3 meetings | | |
| Total price | | | Xxx € |

| Lot 2: Web development | | | |
|---|---------------|-------------------|-------------------|
| Include all elements being part of the scenario | | | |
| Profiles | Effort | Unit price | Total cost |
| | X days | Xxx € | Xxx € |
| Project manager | | | |
| Project assistant | | | |
| Quality consultant | | | |
| Senior analyst | | | |
| Graphical web designer | | | |
| Senior web developer | | | |
| Junior web developer | | | |

| | | | |
|--|------------|--|------|
| Web consultant | | | |
| Usability specialist | | | |
| Test engineer | | | |
| Web editor | | | |
| Content entry staff | | | |
| Other, please specify | | | |
| | | | |
| Travel costs | | | |
| Travel expenses for project meetings with ECHA in Helsinki | 5 meetings | | |
| Total price | | | Xxx€ |

| | | | |
|--|-----------|------------|------------|
| Lot 3: Web consultancies | | | |
| Include all elements being part of the scenario | | | |
| Profiles | Effort | Unit price | Total cost |
| | X days | Xxx € | Xxx € |
| Project manager | | | |
| Project assistant | | | |
| Web consultant | | | |
| Other, please specify | | | |
| | | | |
| Travel costs | | | |
| Travel expenses for project meetings with ECHA in Helsinki | 1 meeting | | |
| Total price | | | Xxx€ |

5.8 Customer references

Customer references (evidence for section 3.2.3 a)

| Name of the project: | | | | | |
|---|-----------------------------------|-------------------|-----------------|--------------------------------|--------------------------------|
| Description of the project: | | | | | |
| Name of the client: | | | | | |
| Client contact person & contact details: | | | | | |
| Sector | International client (y/n) | Start date | End date | Duration (years/months) | Language of the project |
| | | | | | |

Please complete the form for each customer reference.
ECHA reserves the right to check with these companies if the contract exists.

5.9 Company size

| | Total number of permanent staff | Technical staff * |
|-------------|--|--------------------------|
| 2007 | | |
| 2008 | | |
| 2009 | | |

Technical staff means persons in non-administrative positions.

* Lot 1: technical staff working in web design
Lot 2: technical staff working in web development

5.10 CV & language skills template for the requested profiles

5.10.1 Curriculum Vitae

The following curriculum vitae format must be used and filled in and signed, by each person. General information (not applicable to all the sections of the curriculum vitae template below) on how to fill it in can be found at

<http://europass.cedefop.europa.eu/europass/home/hornav/Downloads/EuropassCV/CVInstructions.csp>



Europass Curriculum Vitae

Personal information

First name(s) / Surname(s)

First name(s) Surname(s)

Telephone(s)

Mobile:

E-mail

Nationality

Date of birth

Gender

Current job profile

Work experience

Dates

Add separate entries for each relevant post occupied, starting from the most recent.

Occupation or position held

Main activities and responsibilities

Name and address of employer

Type of business or sector

Education and training

Dates

Add separate entries for each relevant course you have completed, starting from the most recent.

Title of qualification awarded

Principal subjects/occupational skills covered

Name and type of organisation providing education and training

Level in national or international classification

Personal skills and competences

Mother tongue(s)

Other language(s)

Self-assessment

European level ()*

Language

Language

| Understanding | | Speaking | | | | Writing | |
|---------------|--|----------|--|--------------------|--|-------------------|--|
| Listening | | Reading | | Spoken interaction | | Spoken production | |
| | | | | | | | |
| | | | | | | | |

(*) [Common European Framework of Reference for Languages](#)

Social skills and competences

Organisational skills and competences

Technical skills and competences

Computer skills and competences

Artistic skills and competences

Other skills and competences

| | | A1 | A2 | B1 | B2 | C1 | C2 |
|---|--------------------|---|---|---|---|---|--|
| U N D E R S T A N D I N G | Listening | I can understand familiar words and very basic phrases concerning myself, my family and immediate concrete surroundings when people speak slowly and clearly. | I can understand phrases and the highest frequency vocabulary related to areas of most immediate personal relevance (e.g. very basic personal and family information, shopping, local area, employment). I can catch the main point in short, clear, simple messages and announcements. | I can understand the main points of clear standard speech on familiar matters regularly encountered in work, school, leisure, etc. I can understand the main point of many radio or TV programmes on current affairs or topics of personal or professional interest when the delivery is relatively slow and clear. | I can understand extended speech and lectures and follow even complex lines of argument provided the topic is reasonably familiar. I can understand most TV news and current affairs programmes. I can understand the majority of films in standard dialect. | I can understand extended speech even when it is not clearly structured and when relationships are only implied and not signalled explicitly. I can understand television programmes and films without too much effort. | I have no difficulty in understanding any kind of spoken language, whether live or broadcast, even when delivered at fast native speed, provided. I have some time to get familiar with the accent. |
| | Reading | I can understand familiar names, words and very simple sentences, for example on notices and posters or in catalogues. | I can read very short, simple texts. I can find specific, predictable information in simple everyday material such as advertisements, prospectuses, menus and timetables and I can understand short simple personal letters. | I can understand texts that consist mainly of high frequency everyday or job-related language. I can understand the description of events, feelings and wishes in personal letters. | I can read articles and reports concerned with contemporary problems in which the writers adopt particular attitudes or viewpoints. I can understand contemporary literary prose. | I can understand long and complex factual and literary texts, appreciating distinctions of style. I can understand specialised articles and longer technical instructions, even when they do not relate to my field. | I can read with ease virtually all forms of the written language, including abstract, structurally or linguistically complex texts such as manuals, specialised articles and literary works. |
| S P E A K I N G | Spoken Interaction | I can interact in a simple way provided the other person is prepared to repeat or rephrase things at a slower rate of speech and help me formulate what I'm trying to say. I can ask and answer simple questions in areas of immediate need or on very familiar topics. | I can communicate in simple and routine tasks requiring a simple and direct exchange of information on familiar topics and activities. I can handle very short social exchanges, even though I can't usually understand enough to keep the conversation going myself. | I can deal with most situations likely to arise whilst travelling in an area where the language is spoken. I can enter unprepared into conversation on topics that are familiar, of personal interest or pertinent to everyday life (e.g. family, hobbies, work, travel and current events). | I can interact with a degree of fluency and spontaneity that makes regular interaction with native speakers quite possible. I can take an active part in discussion in familiar contexts, accounting for and sustaining my views. | I can express myself fluently and spontaneously without much obvious searching for expressions. I can use language flexibly and effectively for social and professional purposes. I can formulate ideas and opinions with precision and relate my contribution skillfully to those of other speakers. | I can take part effortlessly in any conversation or discussion and have a good familiarity with idiomatic expressions and colloquialisms. I can express myself fluently and convey finer shades of meaning precisely. If I do have a problem I can backtrack and restructure around the difficulty so smoothly that other people are hardly aware of it. |
| | Spoken Production | I can use simple phrases and sentences to describe where I live and people I know. | I can use a series of phrases and sentences to describe in simple terms my family and other people, living conditions, my educational background and my present or most recent job. | I can connect phrases in a simple way in order to describe experiences and events, my dreams, hopes and ambitions. I can briefly give reasons and explanations for opinions and plans. I can narrate a story or relate the plot of a book or film and describe my reactions. | I can present clear, detailed descriptions on a wide range of subjects related to my field of interest. I can explain a viewpoint on a topical issue giving the advantages and disadvantages of various options. | I can present clear, detailed descriptions of complex subjects integrating sub-themes, developing particular points and rounding off with an appropriate conclusion. | I can present a clear, smoothly-flowing description or argument in a style appropriate to the context and with an effective logical structure which helps the recipient to notice and remember significant points. |
| W R I T I N G | Writing | I can write a short, simple postcard, for example sending holiday greetings. I can fill in forms with personal details, for example entering my name, nationality and address on a hotel registration form. | I can write short, simple notes and messages. I can write a very simple personal letter, for example thanking someone for something. | I can write simple connected text on topics which are familiar or of personal interest. I can write personal letters describing experiences and impressions. | I can write clear, detailed text on a wide range of subjects related to my interests. I can write an essay or report, passing on information or giving reasons in support of or against a particular point of view. I can write letters highlighting the personal significance of events and experiences. | I can express myself in clear, well-structured text, expressing points of view at some length. I can write about complex subjects in a letter, an essay or a report, underlining what I consider to be the salient issues. I can select a style appropriate to the reader in mind. | I can write clear, smoothly-flowing text in an appropriate style. I can write complex letters, reports or articles which present a case with an effective logical structure which helps the recipient to notice and remember significant points. I can write summaries and reviews of professional or literary works. |

5.11 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 Annex 5.5) | 1 | | ■ | | |
| Letter of intent of subcontractor (see Annex 5.4.) | 1 | | | | ■ |
| Legal Entity Form Download the form from : http://ec.europa.eu/budget/execution/legal_entities_en.htm | 1 | ■ | ■ | ■ | ■ |
| Supporting documents for the Legal Entity File Form | 1 | ■ | ■ | ■ | |
| Financial Identification form Download the form from: http://europa.eu.int/comm/budget/execution/ftiers_fr.htm . | 1 | ■ | | ■ | |
| Exclusion Criteria form (see section 3.1 and Annex 5.1) | 2 | ■ | ■ | ■ | ■ |
| Evidence of Economic and financial capacity (see section 3.2.2 and Annex 5.3) | 3 | ■ | ■ | ■ | |
| Evidence of Technical and professional capacity (see section 3.2.3) | 3 | ■ | ■ | ■ | ■ |

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 Proposal (see section 4) | 4 | ■ |
| Financial Proposal (see section 5) | 5 | ■ |