

Helsinki, 12/01/2012
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CLARIFICATIONS 10

Open call for tender ECHA/2011/103: Provision of IT services for the IT Applications of the European Chemicals Agency (ECHA)

Clarification 10.1

Tender Specifications, section 3.3.2.2, AW2. Quality of the proposal for the delivery of the services in terms of service, staff and contract management in view of the objectives of the Call for Tenders (30 points), page 40 – "(a) how the quality and continuity of services will be achieved over the duration of the framework contract, e.g.

- How competence will be maintained?

...

- How relevant is the Tenderer's existing competence (based on section 4) and how possible lack of competence will be dealt with?

...

- How will the Tenderer manage exceptions and issues, raised during a specific contract, which put in risk the successful delivery of services and/or successful completion of the deliverables?"

Questions

- a) Section 4 of the Tendering Specifications addresses a lot of areas (related IT systems, infrastructure, software tools, tasks/activities, framework and project management, profiles). With respect to the second bullet as above, could you please elaborate on the elements needed to substantiate the "Tenderer's existing competence"? What kind of information do you expect to award maximum points?
- b) In relation to "how competence will be maintained" (first bullet), our understanding is that the term "competence" refers to competence of human resources. Please confirm that our understanding is correct.
- c) With respect to the third bullet, could you please provide a list of types of "exceptions and issues" that should be considered?

Answer

- a) *The relevance of the existing competence of the Tenderer will be assessed on the basis of the quality of his proposal for the delivery of the services in term of services, staff and contract management bearing in mind the objectives of the Call for Tenders;*
- b) *The first bullet point refers to the proposal of the Tenderer to maintain the competence of his human resources over the implementation of the Contract;*
- c) *A non-exhaustive list of types of "exceptions and issues" is provided below*
 - *lack of availability of a resource during the implementation of a specific contract*
 - *incompetence of a resource identified during the implementation of a specific contract*
 - *delay in the delivery of a product*
 - *lack of quality of a product or deliverable*
 - *materialization of project risks*

These are only some examples of exceptions and issues that may arise during specific contract implementation. The Tenderers are requested to describe in the Tender their

approach for managing these and/or any other type of exceptions and issues that may come up during the implementation of specific contracts.

Clarification 10.2

Tender Specifications, section 3.3.2.2, AW2. Quality of the proposal for the delivery of the services in terms of service, staff and contract management in view of the objectives of the Call for Tenders (30 points), page 40 – "(a) how the quality and continuity of services will be achieved over the duration of the framework contract, e.g.

- ...
- which operational and performance criteria the Tenderer establishes for the level and quality of the services provided and to which penalties he commits to for failures in fulfilling the committed level of service"

And

Tender Specifications, section 5.2 Draft Framework Service Contract, Article II.12 – LIQUIDATED DAMAGES, page 79 – "Should the Contractor fail to perform his obligations... the Agency may decide to impose liquidated damages per calendar day of delay according to the following formula:

$0.3 \times (V/d)$

V is the price of the relevant purchase;

d is the duration specified in the relevant order form or specific contract expressed in days 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."

Questions

- a) Does ECHA wish to apply penalties to specific Key Performance Indicators (KPI)? Which would be these KPIs, what are the lowest acceptable thresholds and what would be the height of the desirable penalty upon failure of the Contractor to respect these thresholds?
- b) Will the Tenderer's commitment to a financial penalty formula identical to the Liquidated Damages formula be considered adequate penalty for non delivering the required level of services?
- c) Since thresholds and penalties may vary from one Tenderer to another as well as depending on the Specific Contract, how should a Tenderer address the penalty issue to obtain maximum points?

Answer

- a) *In Section 3.3.2.2 of the Specifications Tenderers are requested to propose in their Tender operational and performance criteria that support achievement of continuity and high quality of the services delivered to the Agency. Tenderers can propose the nature and level of standards they understand that are applicable and adequate for the purpose. Penalties related to failure to reach those standards, for instance for services of continuous nature like software maintenance (in terms of response times, availability, service desk support, etc.) can be monetary or non-monetary in nature.*
- b) *Whereas liquidated damages represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from failure to perform contractual obligations, penalties in case of failure to reach the standards of continuity and quality are meant to be an incentive for the Contractor to keep up with the level of quality and continuity of the services agreed upon in the Contract, and a deterrent against failure to reach such levels.*
- c) *Following the reasoning giving in a) and b) above Tenderers are invited to propose the financial formula or method which in their view can be the basis for the application of penalties. The evaluation of AW2 is based on a holistic assessment of all relevant information provided by the Tenderer with respect to the basis of*

assessment defined in Section 3.3.2.2; individual elements will not be considered independently.

Clarification 10.3

Tender Specifications, section 3.3.2.2, AW2. Quality of the proposal for the delivery of the services in terms of service, staff and contract management in view of the objectives of the Call for Tenders (30 points), page 40 – “(b) how will the framework contract management be executed...”

And

Tender Specifications, section 4.2.3 Overview of current infrastructure situation, page 47 “Project methodology and tools: PRINCE2”

Question:

Our understanding is that the Project Management Methodology required in AW2, is only PRINCE2. Please confirm that our understanding is correct.

Answer

*Whereas PRINCE2 is a project management methodology, point b) of the description of the basis for assessment of AW2 refers to the quality of the **tenderer’s framework contract management approach**. This does not refer to the quality of the project management methodology that may be applied in the execution of projects during the implementation of the Framework Contract.*

Clarification 10.4

Tender Specification, Annex 5.8. Customer References, “The date when the resulting software started being used in production (if already deployed in production):”
and

CLARIFICATIONS 5, Question 5.2 – Answer – “...a “software product” is any software developed or enhanced as part of the project (e.g. software application, modules of a software application).”
and

CLARIFICATIONS 5, Question 4.5 – Answer – “b) all contracts will be considered as valid references, regardless of their contractual type (direct service contract or framework service contract as a whole in which specific contract have been implemented), as long as they meet all requirements...”

Questions

- a) Our understanding is that in case a Framework Contract includes several modules of a software application/ system, it is acceptable to include the dates that these modules were deployed in production. In that case, more than one date will be included in the relative section of Annex 5.8. Please confirm that our understanding is correct.
- b) Our understanding is that, if a Framework Contract which consists of different Specific Contracts meets the requirements specified in section 2.1.2 (for Lot 1), 2.2.2 (for Lot 2), 2.3.2 (for Lot 3) of selection criteria (pages 32-33), will be considered as a valid project reference. Please confirm that our understanding is correct.
- c) If b) is yes, could you please specify what should be entered in the respective field of Annex 5.8: “The date when the resulting software started being used in production (if already deployed in production):”? In particular should a date be entered for every Specific Contract?

Answer

a) *Your understanding is correct. See also 10.4.b.i) below*

b) *A Tenderer may*

i) present a framework contract as one project reference provided that he has implemented specific contracts under this framework contract that all together

meet all the requirements specified in section 2.1.2 (for lot 1), 2.2.2 (for lot 2), 2.3.2 (for lot 3) of the Specifications.

ii) present a specific contract under a framework contract as one single project reference provided the specific contract individually meets all the requirements specified in section 2.1.2 (for lot 1), 2.2.2 (for lot 2), 2.3.2 (for lot 3) of selection criteria.

The same specific contract under a given framework contract can be used as reference either as part of alternative i) or as alternative ii), but not for both.

c) The relevant data of all specific contracts presented as evidence of capacity, including information about each software product that is already in production and resulted from these specific contracts, shall be provided in the relevant fields of Annex 5.8.

Clarification 10.5

Tender Specifications, section 3.3.2.1 AW1. Quality and completeness of the suggested project plan for the scenario (50 points) – Scenario, pages 38-40

Questions:

Does the maintenance of eChem 1.0 portal involves any evolutive and adaptive maintenance activities, or it involves only corrective maintenance?

Answer

For the purpose of preparing a project plan for the scenario, tenderers may consider that the maintenance of eChem 1.0 portal does not involve evolutive and adaptive maintenance activities. It only involves corrective maintenance.

ECHA