

ECHA/2011/66

**Framework Service Contract
for
Provision of Enterprise Content Management Services and
Solutions**

**Open Procurement Procedure
Specifications**

Contract notice: OJ 2011/S 134-222041

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DISCLAIMER

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

SUMMARY

Contracting authority	The European Chemicals Agency (ECHA) in Helsinki.
Procedure	Call for Tender with publication in the Official Journal of the EU. Open procedure.
Purpose	Selection of a service provider for the provision of Enterprise Content Management Services and Solutions
Scope of services	This Call for Tenders covers the following services: <ul style="list-style-type: none"> • Projects and application development • Application support and maintenance • Platform configuration and operations
Volume (indicative)	<p>The maximum overall value of the framework contract is estimated at 10.800.000 €</p> <p>It should be stressed that framework contracts involve no direct commitment and, in particular, do not constitute orders per se.</p> <p>Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between the European Chemicals Agency and the contractor during their period of validity.</p> <p>The indicated budget is a contractual budgetary ceiling. It is the potential maximum value of the framework contract over the whole duration of the contract.</p> <p>The estimate given above is purely indicative and does not bind the Agency in any way. The figure may be subject to revision.</p>
Contracts	The European Chemicals Agency will sign a single framework service contract with the successful Tenderer offering best value for money.
Submission of offers	Each Tenderer can only submit <u>one</u> offer.
Duration of framework contract	The initial duration of the framework contract shall be 2 years . The framework contract may be renewed <u>twice</u> for a period of 1 year each time.
Places of delivery	The place of performance of the services shall be ECHA's premises and the Contractor's premises within the EU territory.
Variants	Not permitted.
Joint offers	Permitted as announced in the Specifications.
Subcontracting	Permitted as announced in the Specifications.

1. INTRODUCTION

This document contains the Specifications of the Framework Service Contract for the Provision of Enterprise Content Management Services and Solutions for the European Chemicals Agency (ECHA) in Helsinki.

Tenderers are expected to examine carefully and respect all instructions and standard forms contained in these Specifications and the Invitation to Tender. An offer which does not contain all the required information and documentation may be rejected.

The tender dossier¹ includes the following documents:

Administrative documentation

- Specifications of procurement procedure of Framework Service Contract for Provision of Enterprise Content Management Services and Solutions – ECHA/2011/66 (this document)
- Annexes 5.3.1, 5.3.2 and 5.3.3 – Administrative forms concerning identification and eligibility of tenderers, as well as exclusion and selection criteria.

Technical documentation

- Annex 5.1.1 – Technical Specifications
- Annex 5.1.2 – Basis for Technical Tender

Dossier Evaluation Process Solution Specification: Scenario - Follow-Up
Dossier Evaluation Process, Application View user interface mock-ups
Dossier Evaluation Process, Case View user interface mock-ups
Dossier Evaluation Process, Follow-Up Scenario Diagrams

Financial documentation

- Annex 5.4 – Financial proposal form

Contractual documentation

- Annex 5.2.1 – Draft Framework Service Contract for the Provision of Enterprise Content Management services and solutions (ECHA/2011/66)
- Annex 5.2.2 – Specific Contract Model – Fixed Price
- Annex 5.2.3 – Specific Contract Model - Quoted Times & Means
- Annex 5.2.4 – Specific Contract Model – Time & Means
- Annex 5.2.5 – Order Form Model
- Annex 5.2.6 – Contract Performance Guarantee - Model
- Annex 5.2.7 – Contract Pre-financing Guarantee – Model
- Annex 5.2.8 – Rates for reimbursement of daily subsistence allowances

Others

Annex 5.5 – ECHA public holidays calendar for 2012

These specifications follow the publication of:

- The contract notice in OJEU 2011/S 134-222041

¹ The tender documents are available on the website of ECHA at:
http://echa.europa.eu/opportunities/procurement_en.asp

2. THE SERVICES

2.1. BACKGROUND

The **European Chemicals Agency (ECHA)**, located in Helsinki, Finland manages the registration, evaluation, authorization and restriction processes for chemical substances to ensure consistency across the European Union. These REACH processes are designed to provide additional information on chemicals, to ensure their safe use, and to ensure competitiveness of the European industry.

In its decision-making the Agency will take the best available scientific and technical data and socio-economic information into account. It will also provide information on chemicals and technical and scientific advice. By assessing and approving testing proposals, the Agency will minimize animal testing.

Many of the ECHA decision-making and administrative processes are document-centric case workflows, where various documents are prepared, reviewed, approved and published in a tightly controlled timelines and regulatory regimes.

In order to provide suitable IT solutions to tackle these types of processes and business needs, the **ECHA ECM programme** was launched in 2009 by the decision of the Executive Director of the Agency. The business objective states that the ECM platform is to be designed and built in such a way that future requirements and solutions can be incrementally added to the platform.

In December 2009 the licensing of software was completed and in January 2010 the ECM Foundation and the pilot project were initiated. One of the core ECHA processes was selected to be the pilot project: Identification of Substances of Very High Concern (SVHC). The business objectives also defined the next process to be automated as "Testing Proposal Examination (TPE) and Compliance check (CC)", which are collectively referred to as "Dossier Evaluation Processes" (DEP). The preliminary work in DEP started in April 2010 by analyzing the existing CC and TPE processes, detailing chains of events for automation purposes, and producing business requirements for the subsequent activities: solution specification, implementation, testing and finally deployment of the product and training of the end users. These activities will take most of the year 2011.

The work is currently conducted by a small number of ECHA internal resources supplemented by a number of external consultants. These people work in various project activities, operational and system administration activities, as well as end-user support and maintenance activities. Also a limited in-house training/knowledge transfer is delivered by these people on a need basis.

The ECHA ECM is based on **EMC2 Documentum software**. In addition, ECHA uses Microsoft SharePoint to serve some of its core content. The on-going implementation of ECM at ECHA is workflow-centric and based on Documentum xCP platform and TaskSpace, contrary to "more traditional", pure document management implementation of Documentum.

In the ECM roadmap analysis conducted in 2011, ECHA identified several additional workflows and other applications where ECM system could be implemented inside ECHA in the future. In addition, the vision is that some parts of the system will be provided to restricted external stakeholder communities. Hence, the need to roll-out the various applications and solutions based on the Documentum ECM platform in a wider scale is evident at ECHA.

The purpose of this **competitive tendering** launched by the Agency for awarding a service contract is two-fold, to ensure the transparency of operations and to obtain the desired quality of services at the best possible price.

The contract resulting from the present Call for Tenders will be a **single Framework Service Contract** concluded with the European Chemicals Agency (hereinafter “the Agency”) **for the provision of Enterprise Content Management Services and Solutions** (hereinafter “the Framework Contract”).

2.2. DESCRIPTION OF SERVICES

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

- Projects and application development
- Application support and maintenance
- Platform configuration and operations

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

The specifications for the various types of services are described in the Technical Specifications in Annex 5.1.1

2.3. DESCRIPTION OF FUNCTIONALITY AREAS

There are various functionality areas for ECHA Enterprise Content Management under the scope of the Framework Contract. These include:

- Case and workflow management
- Document management
- Records management and archiving
- Other content management (e.g. digital asset management)
- Collaboration
- Information search and discovery (e.g. search, feeds, etc.)
- Content storage, backup and migration
- Presentation (user interface) services for ECM
- ECM reporting and business monitoring
- Integration with other systems
- Information security in ECM (e.g. digital rights management, electronic signatures, etc.)

For the specification of the tasks, please refer to Annex 5.1.1 – Technical Specifications. Further definition of the tasks may be stipulated in the Specific

Contracts or order forms within the parameters established in the Technical Specifications.

2.4. DESCRIPTION OF PROFILES

The technical profiles to be deployed by the Contractor for the provision of the services under the Framework Contract are:

- Project Manager
- Documentum Solution Architect
- Business analyst
- Documentum application specialist
- Documentum system administrator
- Software developer
- Test Manager
- Tester
- Application support expert (end-user support)
- Business change expert

For the requirements of the profiles, please refer to Annex 5.1.1 – Technical Specifications.

2.5. DESCRIPTION OF DELIVERABLES

The format of possible deliverables can vary considerably and will be specified in the Specific Contracts or order forms. Possible formats for deliverables include (non-exhaustive list):

- Reports
- Meeting minutes
- Functional specification documents
- Analysis and design models
- Documented source code
- Installable software packages
- Project plans
- Quality plans
- Testing plans
- Training plans
- User manuals

Document deliverables

Requirements

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

Contract/Project reports

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

The report will include:

- A summary of the activities clearly showing the assignment of tasks to resources over time, including starting and end dates of tasks, task completion percentage, logical relation between the activities, project critical path, milestones, deliverables, delivery dates and budget execution;
- The values of the quality indicators (Contractor's services will be measured by reference to the quality standards defined at Specific Contract level or order form);
- The risks identified and the problems encountered.

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

IT deliverables

For the requirements of the IT deliverables, please refer to Annex 5.1.1 – Technical Specifications. Further definition of the deliverables may be stipulated in the Specific Contracts or order forms within the parameters established in the Technical Specifications.

2.6. DESCRIPTION OF MEETINGS

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

- Ten steering group (see section 5.1 of Annex 5.1.1) meetings per year, five of which will be in Helsinki and five via videoconferencing.
- Meetings specific to each specific contract. These will be stipulated in the Specific Contracts or order forms. These may include:
 - Project management meetings.
 - Meetings related to training and knowledge build-up during the takeover period.

- Meetings with ECHA business analysts and end users concerning business analysis and definition of the functionalities to be developed. High interaction with ECHA is expected on-site during the business analysis activities.
- Quality assurance related meetings, including security assurance.
- Meetings required for on-site support of production related operations.

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

All meetings will be conducted in English and the minutes will have to be written by the Contractor and provided within 3 working days after the meeting unless otherwise stipulated in the Specific Contracts or order forms.

Meeting minutes, which have been agreed with the Agency project team, will form part of the deliverables (please refer to section 6.6.1 of Annex 5.1.1).

2.7. GENERAL CONDITIONS FOR THE PROVISION OF THE SERVICES

2.7.1. Language

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

2.7.2. Used products and infrastructure

For the specification of the products and infrastructure required at the Contractor's premises, please refer to Annex 5.1.1 – Technical Specifications.

2.7.3. Place of performance

The place of performance of the tasks shall be either the Contractor's premises or the Agency's premises, as will be stipulated in the Specific Contracts or order forms.

2.7.4. Work time

In case of Time and Means contracts, as a rule, the work shall be carried out at ECHA within the normal working hours, from 8 a.m. to 8 p.m., and on normal working days. Normal working days are Monday to Friday, except for ECHA holidays as defined in Annex 5.5 for 2012. Such holidays may differ from national ones, and will be notified every year in advance for the upcoming year.

An FTE-day is equivalent to 7.5 hours. Deviations of more than 20% per day of service shall be agreed upfront. The days and hours worked per resource will – at least on longer-term assignments – be verified by ECHA against the Agency's electronic time-recording system, which consultants shall be obliged to use regularly and properly to facilitate the verification of service hours in conjunction with invoicing.

Work outside of normal working hours and normal working days:

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

When preparing the financial proposal, the Tenderer shall quote the prices per day for each profile.

For these exceptional situations, the following surcharges will be applied:

- on normal working days before 8.a.m. and after 8 p.m.: 50 % of the corresponding hourly price during normal working hours.
- during weekends and ECHA holidays: 100 % of the corresponding hourly price during normal working hours.

The surcharges will only apply if at least 50% of a person-day is provided in the timeframe that allows a surcharge. Surcharges do also apply for effective working days delivered during travel.

The Agency may exceptionally also request the delivery of “*on-call*” (aka “*stand-by-duty*”) intended to ensure the ability of a resource, i.e. to be reachable – typically via mobile phone to be provided by Contractor – during the relevant period of time and to be present at the working place within 75 minutes of being alerted. Such “*on-call*”-services are chargeable by 25% (during normal working days) or 50% (during weekends and ECHA holidays) of the rate applicable for the time-window during which these services are delivered, *pro-rata*. The service should be delivered by the same profile(s) providing the duties during normal working hours.

2.7.5. Training

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

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

In exceptional cases and on special request of the Agency, staff working for a Time & Means contract may follow an informatics training course organized by the Agency. However, the training days are not paid to the Contractor by the Agency.

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

2.7.6. Security clearance

In exceptional cases, when required by the Agency's services for security reasons, the Agency may ask from the Contractor in a specific request that they agree to a security clearance of the staff involved for the provision of certain services.

The Agency may also request the contractor that consultants working under the Contract sign a confidentiality and non-disclosure agreement.

These will be considered specific requirements for a specific project, and not influence the other conditions.

3. THE CONTRACT

3.1. THE SUBJECT OF THE CONTRACT

This Call for Tenders is launched by the European Chemicals Agency for the award of a framework service contract for the provision of Enterprise Content Management services and solutions.

3.2. THE NATURE OF THE CONTRACT

The contractual relationship between the Agency and the successful tenderer will be governed by a special type of contract known as "Framework Contract".

The Agency intends to establish a Framework Contract with a single service provider.

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

The contracting modes that may be used under the Framework Contract are fixed price, time and means, quoted time and means, as well as order forms.

The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. Signature of the Framework Contract does not place the Agency under any obligation to place an assignment.

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

3.3. STARTING DATE AND DURATION OF THE CONTRACT

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

The indicative intended date for the signature of the Framework Contract is December 2011.

The duration of the Framework Contract shall be 24 (twenty-four) months. The Framework Contract may be renewed twice, with the express written agreement of the contracting parties and before the end of the period originally stated in the Framework Contract, for an additional period of maximum 12 (twelve) months each time.

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

3.4. TERMS OF PAYMENT

Payments shall be made in accordance with Article I.3, I.5, II.4 and II.5 of the draft Framework Contract and Articles 3 and 4 of the draft specific contracts.

The terms and schedule of payment will be laid down in the specific contracts or order forms.

As a rule, payments for recurring services and Time & Means contracts will be carried out on a monthly basis. For contracts creating an obligation for the Contractor to provide deliverables the payment schedule will be defined in the specific contract. Payment will be based on prior acceptance of deliverables by the Agency.

Requests for payment shall be admissible only where they are based on an invoice made in good and due form. Each invoice must include a detailed list of services covered by the invoice.

3.5. GUARANTEES

In the context of the implementation of a specific contract a **performance guarantee** may be required². In the event of default, defective performance or delay in the execution of the specific contract, the guarantee shall be forfeited in proportion to the extent of the damages caused to the Agency.

Where required by the specific contract the Contractor shall provide a **pre-financing 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 specific contract to cover pre-financing under the contract³. Such guarantee may be replaced by a joint and several guarantee by a Third Party. A pre-financing guarantee is obligatory when pre-financing amounts to EUR 150,000 or more.

The Tenderer shall describe in his offer the arrangements (e.g. professional risk **indemnity insurance**), already existing or taken specifically for this Contract, which he will have in place in order to cover liability, which he could incur during the implementation of the Contract, as laid down in Article I.16 of the Draft Framework Contract.

3.6. LIABILITY

3.6.1. Joint Offers

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

Statements saying, for instance:

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

² See Article I.6 of the draft Framework Contract. Performance guarantees shall be provided in accordance with the model available in Annex V of the draft Framework Contract.

³ Pre-financing guarantees shall be provided in accordance with the model available in Annex VI of the draft Framework Contract.

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.

3.6.2. Subcontracting

Certain tasks provided for in the contract may be entrusted to subcontractors, but the main 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. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;
- under no circumstances can the main contractor avoid liability towards the Agency on the grounds that the subcontractor is at fault.

During execution of the contract, the contractor will need the Agency's express authorization to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original offer. Proposed subcontractors will be assessed by the Agency in light of the exclusion and selection criteria laid down in these Specifications of the Call for Tender.

Tenderers must inform the subcontractor(s) and include in their sub-contracting documents that Article II.17 of the contract may be applied to sub-contractors.

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

3.7. DATA PROTECTION

Any response to the invitation to tender will require the recording and further processing of personal data (name, address, CV, for example). This data will be processed in accordance with the requirements of Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data.

Except if mentioned otherwise, replies to questions and personal data are necessary for the purpose of assessing a tender according to the specifications of the invitation to tender and will only be processed by the Agency's Data Controller for this purpose. A tenderer may, upon request, obtain the communication of personal data and rectify any inaccurate or incomplete personal data.

Any queries concerning the processing of personal data should be addressed to by the Agency's Data Controller. As regards to the processing of personal data, a tenderer has the right to recourse at any time to the European Data Protection Supervisor.

Where the Contract requires the processing of personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by the EU institutions and bodies and on the free movement of such data. The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
- b) unauthorised reading, copying, alteration or removal of storage media;
- c) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
- d) unauthorised persons from using data-processing systems by means of data transmission facilities;
- e) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- f) record which personal data have been communicated, when and to whom;
- g) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the Agency;
- h) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- i) design its organisational structure in such a way that it meets data protection requirements.

3.8. IMPLEMENTATION OF THE CONTRACT

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

3.8.1. Order types

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

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

3.8.1.1. Time & Means orders

Time & Means (TM) orders are executed inside as a rule, or outside, in exceptional cases, the Agency's premises (i.e. on-site or intra-muros or off-site or extra-muros). In a Time & Means order the Agency specifies the workload (e.g. person-days) and its specific needs for requested profiles.

The following conditions relating to Time & Means orders apply:

- The Contractor must present proposals meeting the requirements as specified in the Service Requests and associated documents. Contractor's proposed staff must match the requested profile description in the Framework Contract and the specific needs defined in the Service Request.

- The Contractor must be able to propose per requested profile at least two qualified persons to choose from.
- Pre-defined CV forms must be used. All information indicated in the CV has to be correct and validated.
- The financial proposal must include the price and the reimbursables, where applicable. The price must be based on the fixed prices per person-day indicated in the financial proposal for the Framework Contract. The prices must be all-inclusive. However, travel expenses shall be reimbursed, but only in case of work performed at a location other than the Agency's premises, as indicated in the request for services. Work is normally performed on the Agency's premises. In some cases, on the Agency's request travels outside the normal location can be required.
- Persons proposed must be available for interviews.
- Persons proposed must be available at the start of the assignment.
- On the Agency's demand, the Contractor must replace personnel who prove incapable of carrying out the specified tasks to the required standards. The replacement candidate will be given sufficient training during an adequate handover period, so that he/she may be immediately operational when the original candidate is withdrawn. Any such replacement and training, if required, will be carried out at no additional cost to the Agency.
- The Contractor shall give a month notice to the Agency of any personnel changes in the team. The prior agreement of the Agency must be obtained.
- In case of '*force majeure*', if the original 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 where possible) to guarantee continuity of the service provided to the Agency. Any such replacement will be effected at no additional cost to the Agency.
- In case of replacement, the handover period must be at least 10 working days, free of charge of the Agency. If no handover is possible and additional training is needed for the replacement person, at least 15 working days (free of charge for the Agency) must be performed by the replacement person.
- In case of replacement, the Contractor must propose a minimum of two replacement persons with the equivalent qualifications and experience, and as required for the profile. If the Contractor does not propose suitable replacement staff, the Agency may immediately terminate the specific contract.
- On the Agency's demand, during holidays or other periods of planned absence by the person employed, the Contractor will be required to provide an adequate replacement. The replacement person will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to the Agency. All such training and handover work will be carried out at the Contractor's expense.
- When a person is no longer available before the start of a new specific contract, the Contractor is obliged to inform the Agency immediately. If the specific contract is not yet signed by both parties, the Contractor shall propose new candidates with the equivalent qualifications and experience

and as required for the profile. If the specific contract is signed, the Agency can either ask for a replacement with the performance of 10 working days free of charge or exercise its rights under Article II.1.9 to the Framework Contract.

- The invoicing is based on the number of days performed.

Remarks:

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

3.8.1.2. Fixed Price orders

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

The following conditions relating to fixed price orders apply:

- The Contractor must present proposals meeting the requirements as specified in the Service Requests and associated annexes (specifications, work packages, deliverables, deadlines etc.).
- The offer must include a project plan. It has to indicate the proposed activities, the team structure, profiles, roles, responsibilities and workload (person-days) of the different team members. Based on this, the financial offer must be based on the estimation of the number of days for each profile.
- The offer must include the list of staff members and their CVs proposed for the execution of the order. Contractor's staff must match the profile descriptions as laid down in the Technical Specifications of the Framework Contract.
- The financial proposal must include the price and the reimbursables, where applicable. The price must be based on the off-site fixed prices per person-day indicated in the financial proposal for the Framework Contract. The prices must be all-inclusive. However, travel expenses shall be reimbursed, but only in case of work performed at a location other than the Contractor's premises, as indicated in the request for services.
- The work is performed off-site, typically on Contractor's premises. The Contractor shall provide all necessary infrastructures on his premises for the successful execution of the work
- If required by the Agency, meetings and the presentation of the deliverables, and their acceptance process, may take place at the Agency's premises.
- The deliverables must be on time, and conform to the specifications as described in the specific contract.
- The invoicing is based on the acceptance of the deliverables by the Agency, independently of the real workload.
- A warranty applies to the deliverables accepted by the Agency.

3.8.1.3. Quoted Time & Means orders

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

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

- The Agency specifies the different sub-tasks to be executed and the total number of days. The Agency may also specify the required profiles.
- The Contractor must present proposals meeting the requirements as specified in the Service Requests and associated documents (e.g. technical annex with description of sub-tasks, etc...).
- The offer must include a technical proposal based on the requirements, the profiles and workload (person-days). The financial proposal has to be based on the profiles and their workload.
- The offer must include the list of staff members and their CVs proposed for the execution of the order. Contractor's staff must match the requested profile description as laid down in the Framework Contract.
- The financial proposal must include the price and the reimbursables, where applicable. The total price must be based on the estimation of the number of days for each profile and on the fixed off-site prices indicated in the financial proposal for the Framework Contract. The prices must be all-inclusive. However, travel expenses shall be reimbursed, but only in case of work performed at a location other than the Contractor's premises, as indicated in the request for services.
- The work is performed off-site, typically on Contractor's premises. The Contractor shall provide all necessary infrastructures on his premises for the successful execution of the work
- If required by the Agency, meetings and the presentation of the deliverables, and their acceptance process, may take place at the Agency's premises. In principle, these activities will not exceed an average of one day per week.
- The work is divided into various sub-tasks performed during the execution of the specific contract. The Agency will provide the Contractor with a detailed description of each sub-task. The Contractor will send the Agency a proposal for the execution of each sub-task (including the workload and time schedule) on the basis of a number of person days with the requested profile(s). When agreement with the Agency has been reached, a Quoted Time and Means form must be signed by both parties. Only agreed costs for the specified sub-tasks are chargeable, after acceptance by the Agency.
- The warranty applies to the sub-tasks accepted by the Agency.
- On the Agency's demand, the Contractor must replace personnel who prove incapable of carrying out the specified tasks to the required standards. The replacement candidate will be given sufficient training during an adequate handover period, so that he/she may be immediately operational when the original candidate is withdrawn. Any such replacement and training, if required, will be carried out at no additional cost to the Agency.

- The Contractor shall give a month notice to the Agency of any personnel changes in the team. The prior agreement of the Agency must be obtained.
- In case of *'force majeure'*, if the original 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 where possible) to guarantee continuity of the service provided to the Agency. Any such replacement will be effected at no additional cost to the Agency.
- In case of replacement, the Contractor must propose a minimum of two replacement persons with the equivalent qualifications and experience and as required for the profile. If the Contractor does not propose suitable replacement staff, the Agency may immediately terminate the specific contract.
- On the Agency's demand, during holidays or other periods of planned absence by the person employed, the Contractor will be required to provide an adequate replacement. The replacement person will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to the Agency. All such training and handover work will be carried out at the Contractor's expense.
- When a person is no more available before the start of a new specific contract, the Contractor is obliged to inform the Agency immediately.

3.8.2. Acceptance of work

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

3.8.2.1. Document deliverables

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

3.8.2.2. IT product deliverables

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

3.9. WARRANTIES

The Contractor shall guarantee:

- (i) To deliver services in a professional way a reasonable person would do in similar circumstances and in accordance with generally accepted standards and practices for similar services, as provided by Art. I.14 of the Framework Contract;
- (ii) The results of deliverables from services provided will continue to meet the Technical Specifications;

- (iii) The software deliverables will be error free for a period of six (6) months after acceptance and after each installation of an upgrade. The warranty period is extended by the sum of the recovery times for all critical and major issues, where ECHA cannot use the software deliverable during the warranty period. After the warranty period, the Contractor is obliged to provide software maintenance for the period of execution of tasks under the Framework Contract. Such service shall be subject to one or several specific contract(s) under this Framework Contract;
- (iv) The staff will continue to meet the agreed qualification with respect to training, expertise and experience for the duration of the Framework Contract;
- (v) The services and deliverables provided on the basis of this Framework Contract and their use by ECHA shall not infringe the intellectual property rights of others.

3.10. INTELLECTUAL PROPERTY RIGHTS

Any deliverable, information asset, software asset, etc. created or used within the realm of this Framework Contract, which is not specifically purchased/licensed by the Contractor from a third party, shall be the intellectual property of ECHA, even when stored on the Contractor's premises. At the end of the Framework Contract, the Contractor shall hand over to the Agency all such assets at no cost.

3.11. AMENDMENTS TO THE FRAMEWORK CONTRACT

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

4. THE PROCUREMENT PROCEDURE

4.1. PREPARATION OF THE TENDER

4.1.1. *General*

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

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

Tenders must include the following information:

- all the information and documents requested by the Agency in order to assess the tender;
- the financial proposal with prices in Euros;
- one specimen signature of an authorised agent (preferably in blue ink) on the Legal Entity Form and a statement from the same agent confirming the validity of the tender;
- the name and contact details of a contact person in relation to the submission of the bid.

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

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

All tenders must contain all the information and all the supporting documents required by these Specifications. In the absence of the required information or documents, the Agency may disqualify the bid. The Agency reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

4.1.2. *Content of the tender*

4.1.2.1. Section One: Administrative proposal

Eligibility documentation

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

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

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

The **Legal Entity Form**⁴ is to be signed by a representative of the tenderer authorised to sign contracts with third parties.

The **Financial Identification**⁵ Form shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker.

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

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

All tenderers must provide their Legal Entity Form, as well as the evidence indicated at the bottom of that form.

Subcontractors are only obliged to provide the Legal Entity Form without the evidence, and are not required to present the Financial Identification Form.

In case of a joint offer, only the co-ordinator must return the Financial Identification Form.

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

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

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

In case of tenderers submitting a joint offer, the tenderers are asked to fill in and duly sign one of the attached **powers of attorney**⁶, depending on the set up that has been chosen by the tenderers.

If the tenderer envisages subcontracting, the tender must include:

- a **document**⁷ clearly stating the roles, activities and responsibilities, including the expected percentage of execution of the tasks under the

⁴ This form is available at:
http://europa.eu/comm/budget/execution/legal_entities_en.htm

⁵ The form is available at:
http://europa.eu/comm/budget/execution/ftiers_en.htm.

⁶ Section 5.3.1.

⁷ To be provided in free format.

contract, of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;

- o a **letter of intent**⁸ by each proposed subcontractor stating its intention to collaborate with the tenderer if the tenderer wins the contract and their willingness to accept the tasks and the terms and conditions set out above, in particular article II.17 of the Framework Contract.

Exclusion criteria documentation

Tenderers or their representatives shall provide a **declaration on their honour**⁹, 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.

Where the bid constitutes a joint offer, each entity must provide the form. Where the total amount envisaged for subcontracting is above 50% of the total contract value, the potential subcontractor(s) must also provide the form (as required from the potential contractor). The same applies regarding the requirement to present evidence of compliance with the exclusion criteria.

By returning the above-mentioned form, 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 Articles 93 and 94 of the Financial Regulation 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.

Selection criteria documentation

General

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

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.

⁸ See Annex 5.3.1.

⁹ See Exclusion Criteria Form in Annex 5.3.2.

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

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

In case of joint offer, or sub-contracting for which the total amount envisaged is above 30% of the total contract value, evidence of the ability of the entity involved in the joint offer or the potential subcontractor(s) to perform the tasks entrusted to him/them shall be included in the offer. Such evidence is the same as that also required from the tenderer, as described and identified below.

In particular, as regards selection criterion 2.2, please note that the tenderer or subcontractor that presents a formal relationship with the Documentum software vendor (EMC Corporation) regarding software and/or services based upon EMC Documentum software, is expected to carry out 50 % or more of the tasks under the Framework Contract

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

Evidence for selection criterion 1 is to be provided by submitting the following documents:

This proof is to be provided by submitting the completed Financial and Economic Capacity Overview Form¹⁰, as well as a full copy of the tenderer's annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last three years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be certified by the tenderer.

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

All tenderers must provide proof of their economic and financial capacity. If several service providers are involved in the bid, each of them, in principle, must have and show that they have the necessary economic and financial capacity to perform the tasks assigned to them in the tender. The same applies to subcontractors whose tasks are equal to or exceed 30% of the contract.

¹⁰ See Annex 5.3.3.1

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 and experience.

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

Evidence of the technical and professional capacity of the service providers involved in the tender, including sub-contractors, must be furnished on the basis of the following documents:

a) Evidence for selection criterion 2.1:

The tenderer shall present a list of all the contracts under which it has provided services related to Documentum Software during the past three years. A detailed description of all the contract references shall be provided using the Project Reference Form¹¹.

b) Evidence for selection criterion 2.2:

The tenderer shall present evidence of a formal relationship (partnership or equivalent) between the tenderer/s and/or sub-contractors, and the Documentum software vendor (EMC Corporation) regarding software and/or services based upon EMC Documentum software.

c) Evidence for selection criterion 2.3:

The tenderer shall present evidence of the number of staff members having the following valid professional credentials by EMC Corporation:

- EMC Proven Associate Credential (EMCPA) for Documentum Content Management / Documentum xCP
- EMC Proven Specialist Credential for Documentum Content Management / Documentum xCP, EMCTA Technological Architect
- EMC Proven Specialist Credential for Documentum Content Management / Documentum xCP, EMCApD Application Developer
- EMC Proven Specialist Credential for Documentum Content Management / Documentum xCP, EMCSyA System Administrator

The tenderer shall fill in the List of Certifications Form¹², clearly indicating the name of each person and whether such a person is member of the staff of the tenderer, of a partner in case of joint offers, or of a subcontractor.

In addition, the tenderer shall present photocopies of the referred certificates.

¹¹ See Annex 5.3.3.2
¹² See Annex 5.3.3.3

4.1.2.2. Section Two: Technical proposal

Qualitative award criteria documentation

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract. 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.

Tenderers should note that, in order to ensure equal treatment, it is not possible to modify tenders 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. They should note also, that proposals deviating from the technical specifications may be rejected for non-conformity.

The technical specifications and the tender of the successful tenderer shall become integral parts of the contract and will constitute annexes to the contract.

Assessment basis for award criterion AW1:

The tenderer shall present a proposal for the service implementation and quality management of the Framework Contract as described in Annex 5.1.2.1

Assessment basis for award criterion AW2:

The tenderer shall present a proposal for the solution architecture design and project plan based on the Scenario described in Annex 5.1.2.2

Please note that this document will be available on the website of ECHA as an encrypted file and the password will only be provided upon written request of the tenderer, submitted to procurement@echa.europa.eu. The request must be accompanied by a signed non disclosure agreement (NDA) in PDF format.

4.1.2.3. Section Three: Financial proposal

Financial award criteria documentation

Tenderers must use the Financial Proposal Form¹³ to formulate their financial proposal establishing fixed prices for the different expert profiles.

¹³ See Annex 5.4.

The tenderers attention is drawn to the following points:

- prices must be expressed in Euros;
- Prices must be presented rating a single working day unit, both on-site and off-site, and be all-inclusive. Once the Framework Contract is established the price of the specific contracts must be based on the fixed price defined by the tenderer;
- When provided by the specific contract¹⁴ travel and subsistence expenses¹⁵ from meetings agreed by both parties for the Implementation of the Contract will be reimbursed in accordance with the rules on reimbursement set out in Article II.7 of the Framework Contract.
- Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to the Agency by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderers responsibility to contact his national authorities to clarify the way in which the European Community is exempt from VAT.
- Prices shall not be conditional and be directly applicable by following the technical specifications.
- Prices shall be subject to revision as follows:

Prices shall be fixed and not subject to revision for order forms and specific contracts placed during the first year of duration of the Contract. From the beginning of the second year of duration of the Contract, the Prices may be revised, where such revision is requested by one of the Contracting Parties by registered letter no later than three (3) months before the anniversary of the date on which it was signed.

The Agency shall request the delivery of services on the basis of the prices in force on the date on which specific contracts or order forms are signed. Such prices shall not be subject to revision.

This revision for services and labour force related costs shall be determined by the trend in the Harmonised Indices of Consumer Prices "HICP" published by Eurostat

Revision shall be calculated in accordance with the following formula:

$$Pr=Po (I_r/I_o)$$

¹⁴ For the different Order Types, see Section 3.8.1 of the Specifications.

¹⁵ The daily rates applicable to subsistence expenses are set out in Annex IV of the Draft Framework Contract.

where:

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

All tenders must contain all the information and all the supporting documents required by these specifications. In the absence of the required information or documents, the Agency may disqualify the bid. The Agency reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

4.1.3. Form of the tender

The tender must be submitted under double sealed cover.

The outer envelope should bear the address as mentioned below.

The inner envelope should be addressed to the Finance Unit R1 and marked "*Invitation to tender No ECHA/2011/66*" and "*Not to be opened by the internal mail service*". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape. The inner envelope must also contain three sealed envelopes, one containing the administrative proposal, the second the technical proposal and the third the financial bid. Each of these envelopes must clearly indicate the content. The administrative proposal, the technical proposal and the financial bid must be submitted, in duplicate (one set of originals and one set of copies) and a third set in electronic format (on CD ROM).

4.2. SUBMISSION OF THE TENDER

4.2.1. General terms and conditions for submission

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

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

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

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

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

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

Variants are not allowed. Variants are alternatives to any technical or financial aspects, or to any contractual conditions, described in the call for tenders. The Agency will disregard any variants described in an offer, and reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the Tender Specifications.

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

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

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

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

4.2.2. Requirements for submission

Tenders may be:

- either sent by registered mail, posted no later than 19/09/2011, (date as postmark); to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2011/66
Finance Unit R1
PO Box 400
Annankatu 18
00121 Helsinki
Finland*

- or sent by courier services, no later than 19/09/2011 (date of deposit slip), to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2011/66
Finance Unit R1
Annankatu 18
00120 Helsinki
Finland*

- or delivered by hand, in person or by an authorised representative no later than 17:00 hours Helsinki time on 19/09/2011, (date of acknowledgement of receipt by the Agency) to the address mentioned above.

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

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

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

4.3. CONTACT BETWEEN THE TENDERER AND THE AGENCY

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

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

Such requests for further information may be made only in writing with the subject indication, « ECHA/2011/66 » to the following e-mail address:

Procurement@echa.europa.eu

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

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

http://echa.europa.eu/opportunities/procurement_en.asp

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

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

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

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

4.4. OPENING OF THE TENDERS

Tenders will be opened at 10:00 on 26/09/2011 at the following location:

*Office address:
European Chemicals Agency (ECHA)
Annankatu 18
00120 Helsinki
Finland*

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

4.5. EVALUATION OF THE TENDERS

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

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, 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 tenderer who has passed the exclusion stage;
3. to evaluate on the basis of the award criteria the technical and financial tenders and establish a ranking list, by order of merit, of all tenders having passed the exclusion and selection stages, as well as the quality thresholds set for the evaluation of the award criteria.

Stage 1 – application of exclusion criteria

In accordance with Articles 93 and 94 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the exclusion criteria form¹⁶.

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

¹⁶

See Annex 5.3.2

Stage 2 - application of selection criteria

In this stage the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion criteria will be assessed on the basis of the above mentioned documents¹⁷ and additional information available to or requested by the Agency:

A consolidated assessment shall be made for joint offers (all members of the consortium together) and in case of subcontracting (tenderer plus subcontractor) to the extent that those entities puts its resources at the disposal of the tenderer for the performance of the Contract, as evidenced by a clear undertaking on the part of those entities.

The following selection criteria will apply:

<u>SELECTION CRITERIA</u>	
1. FINANCIAL AND ECONOMIC CAPACITY	
1.1	Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract. Minimum average annual turnover for the last three financial years: EUR 5.000.000
2. TECHNICAL AND PROFESSIONAL CAPACITY	
2.1	Relevant experience and professional capacity covering the various types of services . Minimum number of different contracts executed in the last three years: 5 contracts Minimum number of man-days executed by the Contractor in the last three years: 7.000 man-days Evidence of a formal relationship (partnership or equivalent) between the tenderer/s and/or sub-contractors, and the Documentum software vendor (EMC Corporation) regarding software and/or services based upon EMC Documentum software.
2.2	The ability to provide the necessary human resources to deliver the required services. Minimum permanent staff with an EMC Proven Associate Credential (EMCPA) for Documentum Content Management / Documentum xCP: 10 permanent staff. and Minimum permanent staff with an EMC Proven Specialist Credential for Documentum Content Management / Documentum xCP (EMCTA or EMCaP or EMCSyA): 10 permanent staff.

¹⁷ See Section 4.1.2.1

Stage 3 - application of award criteria

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

The technical evaluation will be made by establishing an overall technical score for the technical proposal that takes into account the score for the award criteria indicated below.

No	Qualitative award criteria	Weighting (maximum points)
1.	<i>Quality of the proposal for the service implementation and quality management plan, as described in Annex 5.1.2.1, in line of the requirements of the technical specifications laid down in Annex 5.1.1</i>	30
2.	<i>Appropriateness and quality of the solution architecture design and the project plan for the scenario (DEP Solution Specification) described in Annex 5.1.2.2</i>	30
Total number of points		60

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.

Technical Merit	
TM	$TM = AW1 + AW2$

The **Technical Merit (TM)** is evaluated as follows: a maximum of **60 points** are given for all qualitative award criteria. The offers are ranked according to the above mentioned formula, in which:

AW1 = Award Criteria 1

AW2 = Award Criteria 2

60: Maximum points to be awarded

Price	
P	$P = (P_{min}/P_o) \times 40$

The **price** criterion (P) is evaluated as follows: a maximum of **40 points** is given to the lowest price offer.

The other offers are ranked according to the above mentioned formula, in which:

- P = Classification of each price offer (points to be awarded)
- P_o = Price of each offer: total price as in Financial Proposal From
- P_{min} = Minimum price offered among all tenders
- 40 = Maximum points to be awarded

Final Evaluation	
X	$X = TM + P$

The contracts will be awarded to the most economically advantageous tenders on the basis of the following criteria:

Technical Merit (TM) (Max 60 points)

Price (P) (Max 40 points)

4.6. AWARD OF THE CONTRACT

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

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

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

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

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

The Agency shall not sign the contract or framework contract with the successful tenderer until a standstill period of 14 calendar days has elapsed, running from the day after the simultaneous dispatch of the notification letters to the tenderers informing them of the award decision.

During the standstill period, the Agency will request the tenderer proposed for award to provide the evidence on exclusion criteria defined in Articles 93 and 94 of the Financial Regulation. If this evidence was not provided or proved to be unsatisfactory, the Agency reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that he satisfies with the provision of the evidence on exclusion.

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

1. The Agency shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 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 and 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, and 3 shall relate to

legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer or tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever the Agency requests it.

5. Where they have doubts as to whether tenderers are in one of the situations of exclusion, the Agency may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
6. The Agency may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Agency in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Agency services to check this evidence.

5. ANNEXES

5.1. TECHNICAL DOCUMENTATION

The technical documentation constitutes an integral part of the technical specifications.

The technical documentation consists of the following documents:

5.1.1. *Technical Specifications*

The technical specifications are described in Annex 5.1.1.

5.1.2. Basis for Technical Tender

5.1.2.1. Technical proposal: service implementation and quality management proposal

The proposal for Service implementation and quality management will be an integral part of the Technical proposal and provides the information needed to evaluate how the Contractor intends to address all matters laid down in Annex 5.1.1 - Technical specifications.

In particular the proposal for Service implementation and quality management shall include:

- Description of the proposed project management methodology and project management tools (max. 2100 words);
- Description of the proposed tools and processes for managing the system lifecycle (max. 6000 words):
 - Management and storage of requirements, specifications and project documentation;
 - Management and storage of change requests (i.e. change management);
 - The software build process and management and storage of source code, configurations and any related software assets;
 - The software test process and management and storage of test plans, test cases and test scripts;
 - The software release process and management of software assets, including their transfer to ECHA;
 - Issue/defect tracking and management;
 - Knowledge base
- Description of development and test environments at Contractor's site (max. 600 words).
- Proposal for the organisation and management of the application support and maintenance, including the Contractor ticketing system (max. 1500 words).
- Quality assurance plan, including security assurance (max. 1500 words).
- Proposals exceeding or complementary to the specifications (e.g. extension of the warranty period, remote monitoring services and/or administering of ECHA Documentum environments (max. 1500 words).
- Proposed templates to be used during the execution of the framework contract for the document deliverables, such as
 - Business requirements document
 - Solution specification document
 - System architecture document
 - Project management templates

5.1.2.2. Technical proposal: proposal for the solution architecture design and the project plan for the DEP Follow-Up scenario

The basis for the proposed scenario consists of the following documentation:

- Dossier Evaluation Process Solution Specification: Scenario - Follow-Up
- Dossier Evaluation Process, Application View user interface mock-ups
- Dossier Evaluation Process, Case View user interface mock-ups
- Dossier Evaluation Process, Follow-Up Scenario Diagrams

Please note that this documentation will be available on the website of ECHA as an encrypted file and the password will only be provided upon written request of the tenderer, submitted to procurement@echa.europa.eu. The request must be accompanied by a signed non disclosure agreement (NDA)¹⁸ in PDF format.

The tenderer is requested to make a detailed technical proposal based on the scenario. It shall be noted that this scenario will be used to assess the tenders during the evaluation. It does by no means indicate that the tasks mentioned in the scenario will be requested by the Agency in any of the specific contracts or be developed with the technologies mentioned.

Content of the proposal for the scenario:

- Describe your proposed **solution architecture design** for the following use cases based on the information provided in the Annex V document “Dossier Evaluation Process Solution Specification” (maximum 5000 words):
 - UC 22-25.01 Checking Dossier Updates for Follow-up
 - UC 22-25.02 Reviewing Updated Dossier Information
 - UC 22-25.03 Evaluating Update
 - UC 22-25.04 Reacting on Follow-up Deadline
 - UC 26/27.01 Checking Evaluation Outcome Documents
 - UC 26/27.02 Sending Notification to Registrant about Final Decision
 - UC 30.01 Checking Contents of Document Bundle for Approval
 - UC 30.02 Preparing Signature for Document Bundle for Approval
 - UC 30.03 Approving Document Bundle
 - UC 30.04 Updating Document Bundle
 - UC 50.01 Checking Dossier Update
 - UC 50.02 Administrative action after Update of Dossier Information
 - UC 50.03 Recording Impact of Dossier Update
- Provide a proposal for the complete **project plan** (maximum 5000 words) for the delivery of the design, development, testing and transition to production of the scenario solution. The project plan should include as a minimum:
 - Description of work packages and deliverables
 - Estimation of man days needed for each work package
 - Profiles needed for each work packages
 - Price per work package and profile for the complete project (prices should be consistent with the financial bid)
 - End-to-end timeline for the implementation of this scenario
 - Assuming that that the project starts on 01/01/2012

¹⁸ The tender documents are available on the website of ECHA at:
http://echa.europa.eu/opportunities/procurement_en.asp:

Any other relevant aspects of the project plan, as well as the structure/layout of the project plan document, are to be defined by the tenderer as part of the project plan proposal for the scenario.

Assumptions:

As the scenario does not cover a complete end-to-end process, assumptions can be made by the tenderer. If assumptions are made, please provide and group in an assumption log.

List of Assumptions provided by ECHA:

- All Development is done outside of the ECHA premises in the Quoted Time & Means mode.
- The implementation is based on Documentum software used in ECHA (see Annex 5.1.1) and the project uses the xCP methodology.
- Only profiles described in Annex 5.1.1 can be used in the project.
- The prices used within the project plan of the scenario should comply with the overall financial offer. If they do not comply, the overall financial offer will prevail.

5.2. CONTRACTUAL DOCUMENTATION

The contractual documentation is provided in Annex 5.2.

5.3. ADMINISTRATIVE DOCUMENTATION

5.3.1. *Eligibility documentation*

- Identification form (to be filled in for each tenderer) ¹⁹
- Identification of the Tenderer: complete the Legal Entity Form²⁰
- Financial identification Form²¹ (to be completed by the tenderer and his or her financial institution)
- Subcontractor - Letter of Intent²²
- Power of attorney²³

¹⁹ The tender documents are available on the website of ECHA at:

http://echa.europa.eu/opportunities/procurement_en.asp

²⁰ Download the form from : http://ec.europa.eu/budget/execution/legal_entities_en.htm

²¹ Download the form from: http://europa.eu.int/comm/budget/execution/ftiers_en.htm.

²² The tender documents are available on the website of ECHA at:

http://echa.europa.eu/opportunities/procurement_en.asp

²³ The tender documents are available on the website of ECHA at:

http://echa.europa.eu/opportunities/procurement_en.asp

5.3.2. Exclusion criteria documentation

Exclusion Criteria Form must be completed.²⁴

²⁴ The tender documents are available on the website of ECHA at:
http://echa.europa.eu/opportunities/procurement_en.asp

5.3.3. Selection criteria documentation

5.3.3.1. Financial and Economic Capacity Overview Form

Financial and Economic Capacity Form must be completed.

5.3.3.2. Project reference form

The Project Reference Form²⁵ must be used to give details about the relevant projects/contracts the tenderer wants to present as proof of technical capacity. All fields must be filled in for each reference given.

²⁵ The tender documents are available on the website of ECHA at:
http://echa.europa.eu/opportunities/procurement_en.asp

5.3.3.3. List of certifications form

The List of certifications form²⁶ must be used to give details about the professional capacity of the tenderer in terms of professional credentials relevant to EMC Documentum software. All fields must be filled in for each reference given.

²⁶ The tender documents are available on the website of ECHA at:
http://echa.europa.eu/opportunities/procurement_en.asp

5.4. FINANCIAL PROPOSAL FORM

Tenderers must use the financial proposal form²⁷ to formulate their financial proposal.

Note that the distribution of the service staff over the various profiles is estimated for evaluation purposes only and do not indicate real or future volumes or volume distributions.

²⁷ The tender documents are available on the website of ECHA at:
http://echa.europa.eu/opportunities/procurement_en.asp

5.5. ECHA PUBLIC HOLIDAYS 2012

	<i>(Sunday</i>	<i>January 1</i>	<i>New Year's Day)</i>
1.	Friday	January 6	Epiphany
2.	Friday	April 6	Good Friday
3.	Monday	April 9	Easter Monday
4.	Tuesday	May 1	Labour Day
5.	Wednesday	May 9	R. Schuman Day
6.	Thursday	May 17	Ascension Day
7.	Monday	May 28	Pentecost Monday (Whit Monday)
8.	Friday	June 22	Midsummer Eve
9.	Thursday	November 1	All Saints' Day
10.	Thursday	December 6	Finnish National Day
11.	Monday	December 24	Christmas Eve
12.	Tuesday	December 25	Christmas Day
13.	Wednesday	December 26	Boxing Day
14.-15.	Thu-Fri	December 27-30	End of year closure
16.	Monday	December 31	New Year's Eve

Total: 16 days

5.6. 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
Identification Form	1	■	■	■	
Power of attorney of partners in joint bid indicating the group leader (see Annex 5.3.1)	1		■		
Letter of intent of subcontractor (see Annex 5.3.1)	1				■
Document stating the roles, activities and responsibilities, including expected percentages of execution of the tasks under the contract, of the proposed subcontractors (free format).	1			■	
Legal Entity Form (see Annex 5.3.1) 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 (see Annex 5.3.1) Download the form from: http://europa.eu.int/comm/budget/execution/ftiers_en.htm .	1	■		■	
Exclusion Criteria form (see Annex 5.3.2)	2	■	■	■	■
Evidence of Economic and financial capacity (see Annex 5.3.3.1)	3	■	■	■	
Evidence of Technical and professional capacity: project reference form (See Annex 5.3.3.2)	3	■		■	
Evidence of a formal relationship (partnership or equivalent) between the tenderer/s and/or subcontractors, and the Documentum software vendor (EMC Corporation) regarding software and/or services based upon EMC Documentum software.		■		■	
Evidence of Technical and professional capacity: List of certifications form (See Annex Error! Reference source not found.).	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: Proposal for the solution architecture design and the project plan for the DEP Follow-Up scenario (see Annex 5.1.2.2)		■
Technical Proposal: Proposal for the service implementation and quality management (see Annex 5.1.2.1)	4	■
Financial Proposal: Financial proposal form (see Annex 5.4)	5	■