

ECHA/2009/40

Multiple Framework Contract
with reopening of competition
for the provision of IT Consulting Services

Open procurement procedure
Prior information notice: 2009/S 61-086848
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Specifications
Model Contract

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ABBREVIATIONS

(ISC) ²	International Information Systems Security Certification Consortium
CERT	Computer Emergency Response Team
CISA	Certified Information Systems Auditor
CISM	Certified Information Security Manager
CISSP	Certified Information Systems Security Professional
CMMI	Capability Maturity Model Integration
CSSLP	Certified Secure Software Lifecycle Professional
CV	Curriculum Vitae
DHCP	Dynamic Host Configuration Protocol
ECHA	European Chemicals Agency
IDE	Integrated Development Environment
IDS	Intrusion Detection System
IIS	Internet Information Service
IS	Information System
ISACA	Information Systems Audit and Control Association
ISEB	Information Systems Examination Board
ISMS	Information Security Management System
IT	Information Technology
ITIL	Information Technology Infrastructure Library
IUCLID	International Uniform Chemical Information Database
JBPM	Java Business Process Management
JSP	Java Server Page
MCTS	Microsoft Certified Technology Specialist
MOSS	Microsoft Office SharePoint Services
MS	Microsoft
MSF	Microsoft Solutions Framework
NFS	Network File System
OCP DBA	Oracle Certified Professional Database Administrator
OEM	Oracle Enterprise Manager
OWASP	Open Web Application Security Project
p.a.	per annum
RAID	Redundant Array Indexed Disks
RDBMS	Relational Database Management System
RIS	Remote Installation Service
RMAN	Recovery Manager
RPM	RedHat Package Manager
RUP	Rational Unified Process
SAN	Storage Area Network
SLA	Service Level Agreement
SOA	Service Oriented Architecture
SSCP	Systems Security Certified Practitioner
SSH	Secure SHell
TFS	Team Foundation Server
UML	Unified Modelling Language

VCDX	VMware Certified Design Expert
VCP	VMware Certified Professional
VDI	Virtual Desktop Infrastructure
VLAN	Virtual Local Area Network
VoIP	Voice over Internet Protocol
VPN	Virtual Private Network
XML	Extensible Mark-up Language
XP	Extreme Programming

SUMMARY

Contracting authority	The European Chemicals Agency (ECHA)
Purpose	Selection of service providers for the provision and delivery of IT consulting services which could be mobilized at very short notice in different categories or profiles: Microsoft Windows System Administrator, Unix System Administrator, Database Administrator, Application Administrator, Network Administrator, Storage and Back-up Administrator, Software Engineer, IT Security, Quality Assurance and Project Manager.
Lots	This call for tenders is divided into ten distinct lots, each lot consisting of a separate market: 1) Microsoft Windows System Administrator 2) Unix System Administrator 3) Database Administrator 4) Application Administrator 5) Network Administrator 6) Storage and Back-up Administrator 7) Software Engineer 8) IT Security 9) Quality Assurance 10) Project Manager
Volume (indicative)	The volume of the total market is estimated at 5040 man days per year of duration.
Contracts	For each lot, multiple framework contracts shall be signed with the successful tenderers selected per lot. For the execution of these contracts a reopening of competition mechanism as described in section 4 of the specifications will apply.
Submission of offers	Each tenderer can only submit one offer. This offer may include proposals for one lot only, for any combination of lots, or for all lots. Proposals for various lots need to be clearly separated from each other.
Duration of framework contracts	2 years with two (2) possible prolongations of one additional year each
Places of delivery	The place of performance of the tasks concerning Lots 1 to 10 shall be the ECHA premises in Annankatu 18, 00121 Helsinki, Finland. In exceptional cases as stipulated in the Specific Contracts the necessity to deliver services in other places may occur.
Particulars of delivery	Services will be carried out by the tenderer during normal working days and normal working hours in Finland. In exceptional cases, the necessity to deliver services outside the normal working days and the normal working hours may occur.
Variants	Not permitted.
Joint offers	Permitted.
Subcontracting	Subcontracting is permitted for subcontractors that are proposed in the offer of the tenderer. Apart from that, subcontracting will only be permitted with prior specific written authorisation of ECHA.

INTRODUCTION

The European Chemicals Agency (ECHA) was established under Regulation (EC) No 1907/2006 for the purpose of ensuring effective management of the technical, scientific and administrative aspects of the REACH Regulation at Community level. More information about ECHA, its structure and activities can be found on the ECHA web site¹.

REACH sets out as one of its aims to improve the protection of human health and the environment through the better and earlier identification of the intrinsic properties of chemical substances enabling them to be adequately controlled during their manufacture and use.

The main mechanism established in REACH to meet this aim is the registration requirement. Manufacturers and importers are required to gather information on the properties of their substances and to register the information to ECHA.

ECHA acts as the central point in the REACH system: its role is to manage the databases necessary to operate the system, co-ordinate the in-depth evaluation of suspicious chemicals, and run a public database in which the general public can find hazard information.

In this context, ECHA develops, in cooperation with its major stakeholders (chemical industry, member state competent authorities, enforcement authorities, etc.) a number of information systems and tools which underpin the requirements of the REACH regulation and facilitate the day to day operations of the Agency, e.g.:

- Web portal for enabling the secure submission of information from stakeholders,
- Workflow and document management systems to handle the day-to-day activities of the ECHA personnel, its Committees, and the members states competent authorities,
- Web site for publishing information on the chemical substances,
- Formats and software packages to enable industry to gather information on their chemical substances, carry out chemical safety assessments, generate chemical safety reports, and submit this information to ECHA,
- Data warehouse to be used for reporting purposes,
- Administrative IT systems.

Whilst, several of the information systems and tools mentioned above are addressed in the scope of large projects, there are an increasing number of tactical initiatives in the same domains that are normally initiated or prototyped “in-house” using the specialized expertise and cutting edge technologies.

The main objective of this service provision is to establish a roster of resources and skill sets able to address the demands for producing and delivering technical solutions together with staffing the roles and functions needed for their support, maintenance and further development.

¹ <http://echa.europa.eu>

In this respect, ECHA intends to establish with this Framework Contract a prompt, reliable and effective source of different skills and expertises to be assigned on various *intra-muros* tasks generally related to the functioning of the Agency and its regulatory obligations. Such tasks will consist of technical administrative duties to be delivered on medium to long term assignments or on regular basis where very specialized competences and deep specific technical knowledge is required in order to integrate, support or complement the existing organizational roles.

To this end, ECHA has identified ten specific skill sets and profiles that cover entirely the projected demand on resources for integrating, maintaining and operating the existing technical infrastructure and portfolio of IT products, systems, applications and services of the Agency. Details of such profiles as well as of the technologies involved are described in the rest of this document.

1. TECHNICAL SPECIFICATIONS

1.1. OVERVIEW OF CURRENT INFRASTRUCTURE SITUATION

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

This list is not exhaustive and may evolve over time.

- Individual PC and Laptops: Microsoft Windows XP with Office 2003
- LAN: Cisco network equipment, corporate class firewall, IDS and VPN systems
- Servers: VMWare ESX on x64 hardware, running Microsoft Windows, Linux and Solaris 10. Solaris 10 on Sun hardware
- FibreChannel based EMC SAN systems

The present software infrastructure at ECHA is:

- Back-office: Microsoft Exchange, BMC Remedy
- Databases: Oracle, Microsoft SQL server
- Front-office: MS Office 2003, MS Outlook 2003,
- Collaborative platform, Intranet: Microsoft SharePoint
- Reporting: Business Objects
- Software Distribution: LANDesk
- Web servers: Apache Tomcat, BEA WebLogic, Microsoft IIS, Apache HTTP Server

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

- Financial system: ABAC³
- Inventory system: ABAC Assets
- HR application: Centurio
- Mail: Microsoft Exchange 2007
- Electronic archiving:
- Web applications: content management applications based on Microsoft SharePoint
- Programming languages, methods and tools: C#, ASP.NET, Java, UML, MSF, Agile, RUP, TFS, Jira, Confluence, JSP, Grinder, Selenium, Ant, Eclipse, Subversion
- Project methodology and tools: PRINCE2, RUP, UML, MS Project

² Whenever the tendering specifications mention a specific product name or trademark and a sufficiently precise and fully intelligible description is not possible, such mention should be understood as referring to that product or its equivalent.

³<http://europa.eu/rapid/pressReleasesAction.do?reference=MEMO/05/94&format=HTML&aged=1&language=EN&guiLanguage=en>

1.2. REQUIRED SERVICES

The services required under this Framework Contract are organised in **ten** (10) separate lots, each covering a distinct area of expertise:

- **Lot 1:** Microsoft Windows System Administrator
- **Lot 2:** Unix System Administrator
- **Lot 3:** Database Administrator
- **Lot 4:** Application Administrator
- **Lot 5:** Network Administrator
- **Lot 6:** Storage and Back-up Administrator
- **Lot 7:** Software Engineer
- **Lot 8:** IT Security
- **Lot 9:** Quality Assurance
- **Lot 10:** Project Manager

1.2.1. Lots

1.2.1.1. Lot 1 - Microsoft Windows System Administrator

The consultants selected for this lot will carry out one or more of the following main tasks:

- Install, configure and administer Windows Server and desktop operating systems in a Windows domain with AD infrastructure
- Configure Windows servers, e.g. networking, domain accounts, backup systems, etc.;
- Install and configure Windows services, e.g. web servers (IIS), application servers, Microsoft SQL Server, etc.;
- Install, configure and administer Windows email systems (Microsoft Exchange 2007 or later) and email security;
- Install, configure and administer a Microsoft SharePoint 2007 (or later) server farm;
- Install, configure and administer basic infrastructure services: DNS, DFS, file servers, DHCP servers, firewalls, etc.;
- Design, deploy and administrate large VMWare environments
- Install, deploy and manage virtualized Windows servers running on VMWare;
- Install, deploy and manage VMWare VDI/View virtual desktops
- Install workstations with Workstation deployment tools;
- Configure, administer and support end-user workstations (including office automation tools) and the associated application servers (print and file servers);
- Migrate Microsoft office system automation application palettes in a large environment
- Manage a large park of Thin Clients with Altiris and maintain operating system image for the clients;
- Manage Microsoft Terminal Server installation for a large number of users;
- Manage patching of all Windows servers and clients;
- Install, configure and administer monitoring tools;
- Author and maintain system and operational documentation.

1.2.1.2. Lot 2 - Unix System Administrator

The consultants selected for this lot will carry out one or more of the following main tasks:

- Install, configure and manage UNIX operating systems manually or with a centralized deployment tool
- Configure UNIX servers, e.g. networking, local and centralized user accounts, standard services, backup systems, etc.;
- Create, manage and deploy instances on Solaris Containers
- Manage storage virtualization and replication
- Install, configure and administrate services on UNIX
- Install, configure and administrate Sun Cluster
- Manage patches for Solaris and RPM based Linux installation
- Manage configurations for the entire UNIX server park
- Design, deploy and administrate large VMWare environments
- Install, deploy and manage virtualized UNIX servers running on VMWare
- Install, deploy and manage VMWare VDI/View virtual desktops;
- Author and maintain system and operational documentation.

1.2.1.3. Lot 3 - Database Administrator

The consultants selected for this lot will carry out one or more of the following main tasks:

- Install, configure and administer large scale Oracle 10g Release 2 (or later), Microsoft SQL Server 2005 (or later) and PostgreSQL 8.3 (or later) database systems running on UNIX (Solaris, Linux) and/or Windows
- Administer Oracle running on a multi-node Sun cluster using centralised management tools
- Design and capacity plan databases for large scale production systems
- Manage backups and restores of large database systems, e.g. with RMAN and EMC NetWorker
- Conduct performance tuning on live databases
- Perform security analysis of database installations and underlying operating systems
- Design, implement and refine database auditing procedures
- Author and maintain SQL and related shell scripts;
- Author and maintain system and operational documentation.

1.2.1.4. Lot 4 - Application Administrator

The consultants selected for this lot will carry out one or more of the following main tasks:

- Take care of application hosting / administration of various applications for both internal or external use
- Perform the day-to-day work related to application maintenance;
- Monitor the applications, identify parameters for automated monitoring and analyse and setup warning / critical thresholds, create customised monitoring scripts;

- Setup environments for production, pre-production, testing and development;
- Design environments and disaster recovery options for large scale high availability applications;
- Deploy applications to production, pre-production, testing and development environments;
- Analyse incidents and give feedback to application developers and other interested parties in form of documentation;
- Assess application SLAs and plan work based on SLA requirements;
- Analyse performance bottle-necks;
- Make application impact assessments based on infrastructure or application changes;
- Participate in pre-production quality assurance;
- Integrate application logs with the centralised logging system;
- Analyse backup needs for production environments;
- Draft operational and deployment guidelines and documentation;
- Design, install and administer an incident tracking system;
- Design data warehousing and business intelligence solutions;
- Gather user requirements for reporting and create automated reports.

1.2.1.5. Lot 5 – Network Administrator

The consultants selected for this lot will carry out one or more of the following main tasks:

- Install, configure and administer network switches and other equipment, e.g. corporate class firewalls, VPN systems, IDS appliances, etc.;
- Install, configure and administer VoIP solutions;
- Install, configure and administer virtual switches;
- Configure network topologies, VLANs, routing, IP ranges, FQDN spaces, etc. on small to large scale network devices;
- Monitor consolidated and centralised logs from network and network security devices for events;
- Author and maintain system and operational documentation.

1.2.1.6. Lot 6 – Storage and Back-up Administrator

The consultants selected for this lot will carry out one or more of the following main tasks:

- Configure and administer Fibre Channel, iSCSI and NFS based Storage Area Networks built across several data centres;
- Manage storage array layouts, RAID groups, synchronization strategies, data de-duplication implementations, etc.;
- Install, configure and administer SAN host connectivity products;
- Provision centralised storage for all required systems;
- Conduct performance analysis and monitoring of SAN environments;
- Conduct capacity planning of storage and backup systems;
- Integrate backup solutions for all systems, e.g. EMC NetWorker, Veritas NetBackup, etc. ;
- Manage backups and restore of all systems, both client and server solutions;

- Author and maintain system and operational documentation.

1.2.1.7. Lot 7 – Software Engineer

The consultants selected for this lot will carry out one or more of the following main tasks:

- Produce software artefact in line with the specifications and quality criteria identified in each individual assignment;
- Translate requirements (use-cases) into detailed and accurate solution design specifications, adequate for software development or customisation of standard software products;
- Enforce the implementation of the available architectural blueprints for software solutions including infrastructure related aspects;
- Implement change requests for existing applications or bespoke systems and continuously keep technical documentation synchronised and up to date;
- Actively participate the acceptance processes for the delivered end-products in cooperation with selected business users;
- Participate in the activities related to the design phase of the usability aspects for the targeted solutions and software products;
- Contribute to data modelling design activities;
- Contribute to writing handover and operational maintenance documentation.

1.2.1.8. Lot 8 – IT Security

The consultants selected for this lot will carry out one or more of the following main tasks:

- Maintain, review, enhance and further develop the ISO/IEC 27000 –series international information security standard and best practice -based Information Security Management System (ISMS), policies, procedures, guidelines, awareness program, architecture blueprints and metrics (Key Performance Indicators and Key Risk Indicators)
- Maintain, review, enhance and further develop the risk assessment approach, help ECHA in performing risk analysis, choosing treatment options and selecting controls
- Maintain, review, enhance and further develop the controls in the areas of
 - Security Policy,
 - Organization of Information security,
 - Asset Management,
 - Human Resource Security,
 - Physical and Environmental Security,
 - Communications and Operations Management,
 - Access control,
 - Information Systems Acquisition Development and Maintenance,
 - Information Security Incident Management,
 - Business Continuity Management and
 - Compliance
- Provide support when needed to ECHA’s activities in ICT Governance, Data Protection, Quality Management and Internal Audit

- Assist in planning, preparation and performance of internal and external audits, both where audit is conducted on behalf of ECHA and where ECHA or any of ECHA's activities or ICT systems are audited by an external party.

1.2.1.9. Lot 9 – Quality Assurance

The consultants selected for this lot will carry out one or more of the following main tasks:

- Coordinate and plan acceptance tests for large scale applications;
- Create and maintain test cases centrally for several applications;
- Continuously improve the testing methodology especially focusing on efficient regression testing;
- Lead a team of functional and non-functional testers;
- Identify test cases for automated testing and perform automated regression tests;
- Provide feedback on quality assurance and quality best practice to application developers;
- Run performance and load tests and provide the well documented results and related analysis;
- Perform security tests following well known methodologies;
- Raise awareness on quality assurance and create quality assurance roadmaps;
- Draft documentation on quality assurance guidelines and test strategies based on business requirements;
- Draft documentation on acceptance test quality assessment.

1.2.1.10. Lot 10 – Project Manager

The consultants selected for this lot will carry out one or more of the following main tasks:

- Ensure that the project(s) managed deliver the expected results in the estimated time frame and in line with the pre-defined quality criteria;
- Provide the line management in the Agency with timely and appropriate reports and updates on issues within his/her sphere of responsibilities;
- Contribute to the managing of the human resources allocated to the execution of the projects assigned, monitor their performance, provide leadership and motivations;
- Contribute to the managing of the financial resources allocated to the execution of the projects assigned by preparing cost estimates, monitoring expenditures and ensuring timely and effective procurement of necessary services in accordance with public procurement procedures;
- Coordinate the team efforts in the scope of the projects assigned, monitor the execution of the work and ensure on time delivery of all scheduled milestones together with budget adherence;
- Document and monitor project risks associated with the projects assigned, devise mitigation plans and establish prompt and efficient reporting and communication mechanisms;
- Coordinate the management of external contractors;
- Validate the quality of all project deliverables and ensure that formal acceptance procedures are in place;
- Work closely together with the other units to ensure efficient and seamless interdepartmental cooperation at all levels.

1.2.2. Categories of consultants

In each lot the following two categories may be required for the provision of services⁴:

Senior Consultant: More than 5 years of proven experience relevant to the tasks of the Lot as described in 1.2.1

Consultant: Between 2 and 5 years of proven experience relevant to the tasks of the Lot as described in 1.2.1

Please note that the distribution of categories per lot as indicated below is indicative. The actual use of categories during the execution of the Framework Contracts may differ from these figures depending on the needs of ECHA.

Lots	Senior Consultant	
	Consultant	Consultant
1. Microsoft Windows System Administrator	100%	0 %
2. Unix System Administrator	100%	0 %
3. Database Administrator	100%	0 %
4. Application Administrator	100%	0 %
5. Network Administrator	100%	0 %
6. Storage and Back-up Administrator	100%	0 %
7. Software Engineer	50%	50 %
8. IT Security	70%	30 %
9. Quality Assurance	30%	70 %
10. Project Manager	100%	0 %

Volume

Current estimates for these services indicate resource requirements of approximately 5040 man days per year of the contract duration. The relative distribution among the various lots is estimated as follows:

⁴ see Annex 5.1.1

Lots	Man-days p.a.
1. Microsoft Windows System Administrator	375 man-days p.a.
2. Unix System Administrator	208 man-days p.a.
3. Database Administrator	208 man-days p.a.
4. Application Administrator	625 man-days p.a.
5. Network Administrator	625 man-days p.a.
6. Storage and Back-up Administrator	208 man-days p.a.
7. Software Engineer	875 man-days p.a.
8. IT Security	500 man-days p.a.
9. Quality Assurance	708 man-days p.a.
10. Project Manager	708 man-days p.a.

Please note that the above figures are estimations and that the total value of the contracts depends on the quantities ECHA will order. However at this stage ECHA cannot commit itself to exact quantities to be ordered.

ECHA may exercise the option to increase the estimated market amount at a later stage via negotiated procedure with the successful tenderer(s) in accordance with Art. 126 (1) (f) of the Implementing Rules of the Financial Regulation⁵.

1.2.3. General conditions for the provision of services

1.2.3.1. Language

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

1.2.3.2. Used products and infrastructure

The technologies and tools used for the provision of services and products will be the ones listed above⁶ or equivalent. The personnel providing the service will use only the standard software packages in use at ECHA, and no other software may be installed or used without the prior written authorisation of ECHA.

⁵ Commission Regulation (EC, Euratom) No 1261/2005 of 20 July 2005, Commission Regulation (EC, Euratom) No 1248/2006 of 7 August 2006 and Commission Regulation (EC, Euratom) No 478/2007 of 23 April 2007, amending Regulation (EC, Euratom) No 2342/2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities.

⁶ See Section 1.1

1.2.3.3. Place of performance

The place of performance of the tasks concerning Lots 1 to 10 shall be the ECHA's premises. In exceptional cases part of the work may be carried out at the Contractor's premises or other agreed venues if stipulated in the Specific Contracts.

1.2.3.4. Work time

As a rule, the work shall be carried out within the normal working hours and on normal working days. The worked days and hours per resource will be verified by ECHA against the Flexitime follow-up system which is in use in the Agency.

Normal working hours are from 8 a.m. to 8 p.m. on normal working days. A normal man day is 7 hours 30 minutes plus 0.5 hours for lunch break according to the Finnish labour law. Normal working days are from Mondays to Fridays inclusive, excepting Agency holidays only.

Work outside of normal working hours and normal working days

In exceptional cases and only on written demand of the Agency, the necessity to deliver services outside of the normal working days and the normal working hours may occur. This may include the delivery of “stand-by-duty” intended as the ability for the resource to be reachable via mobile phone during the relevant period of time and be present at the working place within 1 hour.

For these exceptional situations the following surcharges will be applied.

- Service delivery on normal working days, but outside of normal working hours: surcharge of 50% of the applicable day rate.
- Service delivery outside of normal working days: surcharge of 100% of the applicable day rate.
- Service delivery as “stand-by-duty” during normal working days and working hours: Reduction of 75 % of the applicable day rate.
- Service delivery as “stand-by-duty” during normal working days and outside normal working hours: Reduction of 75 % of the applicable day rate.
- Service delivery as “stand-by-duty” during week-ends or public holidays: Reduction of 50% of the applicable day rate.

1.2.4. *Contract reports*

The Contractor shall monthly provide the responsible Contract/Project Manager at ECHA with a brief and precise Technical Report describing the tasks carried out by the Consultant and specifying the worked days and hours.

The report will include:

- The amount of worked days and hours per resource
- A summary of the activities carried out
- The risks identified and the problems encountered.
- Recommendations

Within two weeks after the completion of the tasks, the Contractor will present an End-of-Assignment Report with a description of the tasks carried out, the results achieved, the problems encountered and recommendations of the Consultant.

The Agency shall have twenty days from receipt to approve or reject the monthly report and End-of-Assignment Report. The Contractor shall have fourteen days in which to submit additional information or a new report.

1.2.5. Security rules and clearance

Upon their arrival at the premises of ECHA the consultants working intra-muros will be required to sign the security protocol of the Agency, and to provide to the Agency detailed and updated personal information covering:

- Place of residence (address, zip code, town, state)
- Telephone contacts (mobile phone)
- E-mail address
- Copy of valid passport or equivalent ID
- Contact details of at least one person to reach in case of emergency

In exceptional cases, when required by the Agency's services for security reasons, the Agency may request specifically in writing that Contractors agree to a security clearance of the staff involved for the provision of certain services.

This will be considered as a specific requirement for a specific project, and not influence the other conditions.

2. THE TENDER

2.1. GENERAL TERMS AND CONDITIONS

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 specifications, shall be an integral part of the contract and will constitute annexes to the contract.

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

ECHA 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 a call for tenders. ECHA 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 tendering specifications.

The offer must remain valid for a period of 9 months following the final date for submitting tenders⁷. During this period, tenderers must maintain all the conditions of their bids.

The tendering procedure shall not involve ECHA 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 ECHA decides not to award the contract.

2.2. CONTENT OF THE TENDER

2.2.1. General

Tenderers may decide to apply for one, several or all lots. If a tenderer opts to provide offers for more than one lot then the tenderer needs to prepare and submit one offer including the proposals and bid for each lot and all requested documents and annexes. Offers for various lots need to be clearly separated.

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 ECHA in order to assess the tender;
- the price in euros;

⁷ See section 2.4

- one specimen signature of an authorized 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.

2.2.2. Structure

2.2.2.1 Section One: Administrative proposal

2.2.2.1.1 Eligibility documentation

The eligibility of the tenderer will be verified at the beginning of the assessment procedure⁸.

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

The **Legal Entity Form**⁹ is to be signed by a representative of the tenderer authorised to sign contracts with third parties.

The **Financial Identification Form**¹⁰ 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).

Please note that economic operators must neither form part of more than one consortium submitting offers for the same lot, nor must they be proposed as subcontractor by more than one tenderer for the same lot. In such a circumstance the tenders concerned will be rejected.

In case of a joint offer all tenderers must provide their legal entity form as well as the evidence indicated at the bottom of that form.

⁸ See section 3.3.

⁹ This form is available at: http://europa.eu/comm/budget/execution/legal_entities_en.htm

¹⁰ The form is available at: http://europa.eu/comm/budget/execution/ftiers_en.htm.

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 tenderers submitting a joint offer, the tenderers are asked to fill in and duly sign one of the attached **powers of attorney**¹¹, depending on the set up that has been chosen by the tenderers.

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, ECHA will require the tenderer to give a formal status about 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 ECHA's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

If the tenderer envisages subcontracting, the tender must include:

- a **declaration**¹² concerning the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent**¹³ by each proposed subcontractor stating its intention to collaborate with the tender if the tenderer wins the contract and their willingness to accept the tasks and the terms and conditions set out above¹⁴, in particular article II.17 of the draft framework service contract¹⁵.

2.2.2.1.2 *Exclusion criteria documentation*

The compliance with the exclusion criteria shall be assessed in the first stage of the evaluation of the tenders¹⁶.

Tenderers or their representatives shall provide a **declaration on their honour**¹⁷, 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;

¹¹ This document is available in section 5.2.1.2.

¹² This document can be provided in free format.

¹³ This document is available in section 5.2.1

¹⁴ See also section 2.1.

¹⁵ This document is available in section 5.3

¹⁶ See section 3.3

¹⁷ This document is available in section 5.2.2

- undertake to submit to ECHA any additional document relating to the exclusion criteria, that ECHA considers necessary to perform its checks, within seven calendar days following the receipt of ECHA'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 ECHA 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.

2.2.2.1.3 Selection criteria documentation

General

The evidence for the selection criteria shall be assessed in the second stage of the evaluation of the tenders¹⁸.

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.

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.

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 the subcontractor puts its resources at the disposal of the tenderer for the performance of the contract.

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

Evidence for selection criterion 1.1¹⁹:

¹⁸ See section 3.3

¹⁹ See section 3.3

Proof of economic and financial capacity must be provided by presenting the following documents.

- a) *A statement²⁰ of overall turnover for the past three financial years 2006-08*
- b) *A complete copy of the tenderer's audited annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks) of the past three years, as approved by the general assembly of the company and, where applicable, published;*

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, their consolidated economic and financial capacity will be taken into consideration in order to assess this selection criterion. The same applies to subcontractors whose tasks are equal to or exceed 30% of the contract.

2. Evidence of the technical and professional capacity of the service provider(s)

Evidence for selection criterion 2.1²¹:

The tenderer shall present a statement²² of his manpower including both the whole permanent staff²³ and the part of personnel meeting the specific requirements of the profile for the lot in question.

Evidence for selection criterion 2.2²⁴:

The tenderer shall present a list of at least 5 contracts under which his personnel has provided consulting services relevant to the lot during the past three years 2006-08. A detailed description of all the contract references shall be provided²⁵.

Evidence for selection criterion 2.3²⁶:

The list of contracts shall indicate the working language for execution. The tenderer will also present a statement²⁷ on the ability to conduct all business in English for all manpower meeting the specific requirements of the profile for the lot in question.

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.

²⁰ See Annex 5.2.3.1

²¹ See section 3.3

²² See Annex 5.2.3.2

²³ Permanent shall be understood to be employed under non-fixed term employment contracts.

²⁴ See section 3.3

²⁵ See Annex 5.2.3.3

²⁶ See section 3.3

²⁷ To be provided in free format

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 technical and professional capacity 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 above.

Conversely, tenderers should note that the Agency will consider intended subcontracting below 30% of the Contract value as an indication that the potential Contractor has the resources to complete the tasks under the Contract.

By submitting a tender, each service provider involved therein accepts the possibility of a check being carried out by the Agency on his technical capacities and, if necessary, on his quality control measures.

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

2.2.2.2 Section Two: Technical proposal

2.2.2.2.1 *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. Some guidelines are given below, but attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention.

The technical proposal should address all matters laid down in the technical specifications for the lot for which a tender is submitted and should provide the basis for assessment of the award criteria. The level of practical details provided in the tender will be extremely important for the evaluation of the tender. 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.

Award criteria (Lot 1-10)	Assessment basis
Award Criterion AW1	Answers to Questionnaire ²⁸
Award Criterion AW2	5 CVs for the respective lot

The tenderer shall present the CVs of 5 staff members per lot meeting the specific requirements of the profiles. The CVs will correspond with the indicative expected ratio of execution for each category as indicated in 1.2.2 above (e.g. Lot 8: 3 senior consultants and 2 consultants). Please note that the same CV may not be presented for two different lots. The CV shall be presented in the form of a Europass Curriculum Vitae (CV)²⁹.

In addition the tenderer will complete the questionnaire in Annex 5.2.4.1 describing the quality system or internal organization and arrangements established in the company or consortium to ensure a smooth and adequate implementation of the contract. The tenderer will provide information on the managerial staff which will be made available to manage the contract. Tenderers must prove that they can guarantee the continuity of the service they are called to provide to ECHA. In particular the delivery of consultancy by a single consultant must be guaranteed in the case of illness or any break in performance. The tenderer should also describe the method he uses to train his personnel in new techniques and methods.

Please note that, to grant equal treatment of all tenders, it is not possible to modify offers after their submission in relation to the technical and financial proposals. As a consequence, incompleteness in this section can only result in negative impact for the

²⁸ See Annex 5.2.4.1.1 *Questionnaire*

²⁹ Format available on Annex 5.2.4.1.2 and

http://europass.cedefop.europa.eu/europass/home/vernav/Europasss+Documents/Europass+CV/navigate.action?locale_id=1

evaluation of award criteria. Please note also, that proposals deviating from the technical specifications may be rejected for non-conformity.

2.2.2.3. Section Three: Financial proposal

2.2.2.3.1 *Financial award criteria documentation*

Tenderers must use the financial form³⁰ to formulate their financial bid establishing a maximum price per category of consultant under the lot. The prices must be presented rating a single working day unit and including in such rate travel and subsistence expenses wherever applicable. Once the framework contract is established the price of the specific contracts must be based on the maximum price defined by the tenderers that cannot be exceeded.

The tenderers attention is drawn to the following points:

- Prices must be expressed in Euro;
- 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 ECHA by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderers responsibility to contact his national authorities to clarify the way in which the European Community is exempt from VAT;
- Prices shall not be conditional and be directly applicable by following the technical specifications.
- Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

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

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

Revision shall be calculated in accordance with the following formula:

³⁰ See section 5.2.4.2

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

where:

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

- The reference price for the award of the Framework Contract shall be based on maximum prices reported in Table 1³¹ (daily rate for the profiles).
- Price quoted for man days must be all-inclusive, thus no additional costs may be charged for delivery at the normal place of delivery (i.e. ECHA). In exceptional cases when trips are requested by the Agency from the Contractor the reimbursement rules in Art II.7 of the Framework Contract³² shall apply.
- Upon signature of the Framework Contract, the maximum price shall be included in Article I.3 of the Framework Contract as a reference price.

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, ECHA may disqualify the bid. ECHA 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.

2.3. FORM OF THE TENDER

A tender has to be submitted separately for each lot.

The tender must be submitted under double sealed cover.

The outer envelope should bear the address of the Agency as mentioned below.

The inner envelope should be addressed to the Finance Unit R1 and marked "*Invitation to tender No ECHA/2009/40-LOT No []*" 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

³¹ See Annex 5.2.4.2.

³² See Annex 5.3.1

submitted, in duplicate (one set of originals and one set of copies) and a third set in electronic format (on CD ROM).

2.4. SUBMISSION OF THE TENDER

Tenders may be:

- a) either sent by registered mail, posted no later than **14/08/2009**, (date as postmark); to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2009/40-LOT No []
Finance Unit R1
PO Box 400
Annankatu 18
FI-00121 Helsinki
Finland*

- b) or sent by courier services, no later than **14/08/2009** (date of deposit slip), to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2009/40-LOT No []
Finance Unit R1
Annankatu 18
FI-00121 Helsinki
Finland*

- c) or delivered by hand, in person or by an authorised representative no later than 16:00 hours Helsinki time on **14/08/2009** (date of acknowledgement of receipt by ECHA) 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.

3. THE ASSESSMENT PROCEDURE

3.1 CONTACT BETWEEN THE TENDERER AND ECHA

In principle, no contact is permitted between ECHA 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/2009/40-LOT No [] » to the following e-mail address:

<i>FWC40@echa.europa.eu</i>

ECHA 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 ECHA will be published on the website³³.

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 ECHA's initiative:

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

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

³³ http://echa.europa.eu/opportunities/procurement_en.asp

3.2 OPENING OF THE TENDERS

Tenders will be opened at 10:00 on **21/08/2009** at the following location:

*Office address:
European Chemicals Agency (ECHA)
Annankatu 18
FI-00121 Helsinki
Finland*

An authorised representative of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending 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 officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

3.3 EVALUATION OF THE TENDERS

The evaluation will be based on each tenderer's bid. In addition, ECHA 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 assess on the basis of the award criteria the technical and financial offers and establish a ranking list, by order of merit, of all tenders having passed the exclusion and selection stages, as well as the quality thresholds set for the assessment of the award criteria.

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

Where the Multilateral Agreement on Public Contracts concluded within the framework of the WTO applies, the contracts are also open to nationals (natural or physical) of States that have ratified this Agreement under the conditions provided for therein³⁴.

³⁴ See also: http://www.wto.org/english/tratop_e/gproc_e/memobs_e.htm#top#top.

In practice, the participation of applicants from third countries that have concluded a bilateral or multilateral agreement with the Communities in the area of public contracts must be allowed, under the conditions provided for in that agreement. In case a tenderer is not eligible according to the above-mentioned agreements, the tenderer can be admitted on an ad hoc basis to the procurement procedure without creating a precedent or obligation for the future.

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 standard form³⁵.

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

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 mentioned documents³⁶ 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 the subcontractor puts its resources at the disposal of the tenderer for the performance of the Contract.

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 for the specific Lot.
2. TECHNICAL AND PROFESSIONAL CAPACITY
2.1 The ability to provide the necessary human resources to deliver the required

³⁵ See section 5.2.2.1

³⁶ See section 5.2.3.

services for the specific Lot.
2.2 Relevant experience in the field of the services for the specific Lot
2.3. Ability to conduct business and work assignments in English

By submitting a tender, each service provider involved therein accepts the possibility of a check being carried out by ECHA on his technical capacities and, if necessary, on his quality control measures.

To be selected the tenderers must meet the following criteria:

Selection criteria 1.1 Financial and Economic Capacity

Lot	Minimum average annual turnover for the last three financial years 2006-08
all	€ 30.000.000

Selection criteria 2.1 Minimum permanent staff numbers and personnel with specific expertise for the profiles required by the lot

Lot	Professionals relevant to the lot	Permanent staff
all	≥ 15	≥ 70

Companies presenting offers for more than one lot will indicate the same number of Permanent staff in each of the lots concerned.

Selection criteria 2.2 Relevant experience in the field of the services for the specific Lot

Contract references

Lot	Minimum number of different ³⁷ contracts executed in the last three years 2006-08	Minimum number of different customers covered ³⁸	Minimum number of man-days executed by the Company under the relevant contracts	Other criteria
All lots	≥ 5 contracts	≥ 2 public sector	≥ 4000	Where possible reference should be made to the Tasks and Required services per lot as reported in 1.2.1 above and Qualification, Experience and Knowledge as reported in 5.1.1 below.

Stage 3 - Application of award criteria

Framework contracts shall be awarded under the best-value-for-money procedure. Please note that there will be absolutely no links between evaluation results from lot to lot. The technical evaluation will be made per lot by establishing an overall technical score for each technical proposal (i.e. CVs for each lot and questionnaire) that takes into account the individual scores for the award criteria listed below.

The following award criteria will be applied for the award of the Framework Contract:

³⁷ A Framework Contract with different specific contracts must be considered as a single reference.

³⁸ At least 2 different customers should be in the public sector. Departments, divisions, directorates, etc. are regarded as the same customer. For example, a specific European Institution or ministry or company is considered as one customer.

No	Qualitative award criteria	Lot 1-10 Weighting (maximum points)
AW1	<i>Quality of the tenderer's proposal for the overall management of the contract</i>	10
AW2	<i>Quality of the tenderer's proposal for the delivery of the service</i>	50
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 for lot 1 to 10	
TM	$TM = AW1 + AW2$

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

AW1 = Award Criteria 1

AW2 = Award Criteria 2

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. In lots where both categories of consultants (I and II) are required the

price of the bid will be an average calculated according to the estimated use of the resource (cfr. 1.2.2).

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

- P = Classification of each price offer (points to be awarded)
- Po = Price of each offer
- Pmin = 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)

Specific Contracts shall be awarded under the best-value-for-money procedure. The contracts will be awarded to the most cost-effective tenders.

The following award criteria will be applied for the award of the specific contract:

No	Qualitative award criteria	Lot 1-10 Weighting (maximum points)
AW1	<i>Suitability of the consultants' CVs in relation to the specific request for service</i>	50
AW2	<i>Availability of the consultants</i>	10
<i>Total number of points</i>		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 for lot 1 to 10	
TM	$TM = AW1 + AW2$

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

AW1 = Award Criteria 1
 AW2 = Award Criteria 2

Price	
P	$P = (Pmin/Po) \times 40$

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 following formula:

$$P = (Pmin/Po) \times 40$$

in which:

P = Classification of each price offer (points to be awarded)
 Po = Price of each offer : total price as computed according to the weighting table³⁹
 Pmin = 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)

³⁹ See Annex 5.3.4

3.4 AWARD OF THE CONTRACT

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

If a written request is received from any non successful tenderer, the Agency will inform the tenderer of the reasons for not being awarded the contract 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.

ECHA shall not sign the contract or Framework Contract with the successful tenderer until a standstill period of 14 calendar days has elapsed, running from the day after the simultaneous dispatch of the award decisions and letters to unsuccessful tenderers.

During the standstill period, ECHA 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 is not provided or proved to be unsatisfactory, ECHA 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 referred to in section 2.2.2.1.2:

1. ECHA 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. ECHA 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 ECHA requests it.
5. Where they have doubts as to whether tenderers are in one of the situations of exclusion, ECHA may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
6. ECHA 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 ECHA 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 ECHA services to check this evidence.

When the contract is signed, ECHA will publish an award notice in the Official Journal of the European Union summarising the results of the call for tenders.

4. THE CONTRACT

4.1. THE SUBJECT OF THE CONTRACT

The subject of the contract⁴⁰ is the provision and delivery of IT consulting services which can be mobilized at very short notice (approximately within 1.5 months) in different categories or profiles: Microsoft Windows System Administrator, Unix System Administrator, Database Administrator, Application Administrator, Network Administrator, Storage and Back-up Administrator, Software Engineer, IT Security, Quality Assurance, Project Manager.

⁴⁰ See Annex 5.3.1

4.2. THE NATURE OF THE CONTRACT

The contract is a multiple framework service contract with reopening of competition and division into lots⁴¹.

The contractual relationship between ECHA and the successful tenderers will be governed by a special type of contract known as a “Framework Contract”. 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 ECHA and the Contractor during their period of validity. Actual orders will be placed after the Framework Contract is signed and in force, through “specific contracts” concluded in performance of the Framework Contract. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. Signature of the Framework Contract does not place ECHA under any obligation to place an assignment. The Framework Contract does not preclude ECHA from assigning tasks in the areas set out above to other Contractors or from having these tasks carried out by ECHA staff.

ECHA intends to establish a minimum of three Framework Contracts for each of the ten lots⁴².

There will be reopening of competition for each specific contract awarded within a lot.

After signing the Framework Contract, the Contractor will receive annually a preliminary plan of the services to be assigned through specific contracts during the period for which the Framework Contract will be valid. The plan is indicative and not binding for ECHA and will be updated when necessary.

4.3. STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The contract shall enter into force on the date on which it is signed by the last contracting party. The indicative intended date for signing the Framework Contracts is in the last quarter of 2009.

The Framework Contract will run for a period of 24 months with a possible renewal up to two times by 12 months (for a maximum total of four years). ECHA has the right to cancel the Framework Contract at any point. The execution of the tasks may not start before the contract has been signed. The period of execution of the tasks may be extended, only with the written agreement of the contracting parties, before the end of the period originally stated in the contract.

4.4. PLACE OF PERFORMANCE

The place of performance of the tasks concerning Lots 1 to 10 shall be the ECHA's premises. The place of performance could be in exceptional cases the Contractor's premises or other agreed venues if strictly needed and stipulated in the Specific Contract. In exceptional cases occasional travels directly linked to the provision of the services may be required by the Agency as provided by the Specific Contract.

⁴¹ Article 88 Art. of the Financial Regulation and Art. 117 of the Implementing Rules of the Financial Regulation. For further information see e.g. Section 3.4 in “Explanatory Note - Framework Agreements - Classic Directive” at http://ec.europa.eu/internal_market/publicprocurement/docs/explan-notes/classic-dir-framework_en.pdf

⁴² See section 1.2

4.5. TERMS OF PAYMENT

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

Payments shall be made in accordance with Articles I.3, I.5 & II.5 of the model Framework Contract.

The schedule and the procedure for the approval of payments and the documents to be submitted are described in Articles I.5, II.4, II.5 and II.7 and in Annex I to the model Framework Contract referred to above.

ECHA reserves the right to pay less than the amount foreseen in article I.3.1 and Annex 2 (financial bid) to the specific contracts according to tasks actually performed.

4.6. LIABILITY

4.6.1. Joint Offers

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

Statements saying, for instance:

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

are thus incompatible with the principle of joint and several liability. ECHA 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.

4.6.2. Subcontracting

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

- ECHA 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 ECHA on the grounds that the subcontractor is at fault.

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

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

Once the contract has been signed, Article II.13 of the model Framework Contract shall govern the subcontracting.

4.7. INTELLECTUAL PROPERTY RIGHTS

The tenderers' attention is drawn to the special conditions and general conditions governing Intellectual and Industrial Property Rights in the Framework Contract.

4.8. 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 Protection Officer 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 Protection Officer. As regards to the processing of personal data, a tenderer has the right to recourse at any time to the European Data Protection Supervisor.

4.9. IMPLEMENTATION OF THE FRAMEWORK CONTRACT

The Contract shall be implemented through Specific Service Contracts, in accordance with the request for services, as specified hereafter.

4.9.1. Request for Services

The schedule and time awarded for the implementation of each individual assignment will be specified in each specific contract. The request for services shall provide the information indicated in the model of invitation to tender in Annex 5.3.3

4.9.1.1. Tenders for Specific Contracts

- 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 and the specific needs indicated in the Service Request.
- Pre-defined CV forms must be used⁴³. All information indicated in the CV has to be correct and validated.
- Persons proposed must be available for interviews, if so required.
- Persons proposed must be available at the start of the project.

⁴³ See Annex 5.2.4.1.2

- Work is normally performed on ECHA's premises.
- On ECHA'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 ECHA.
- The Contractor shall give a month's notice to ECHA of any personnel changes in the team. The prior agreement of ECHA 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 ECHA, 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 ECHA. Any such replacement will be effected at no additional cost to ECHA.
- In case of replacement, the handover period will be 5 working days, free of charge of ECHA, unless otherwise requested by the Agency.
- In case of replacement, the Contractor must propose a minimum of two replacement persons with the required qualifications and experience for the profile. If the Contractor does not propose equivalent replacement staff, ECHA may immediately terminate the contract.
- On ECHA'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 ECHA. 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 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 as required for the profile. If the specific contract is signed, ECHA can either ask for a replacement with the performance of 10 working days free of charge or exercise its rights.
- 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.

4.9.2. Extensions

An extension is a prolongation of the Specific Contract based on the initial request for services and the initial offer to cover additional tasks.

If the additional tasks are a repetition of similar services or a continuation of the work carried out under a specific contract, provided that these services or works conform to a basic project that was the subject of the initial contract, ECHA can extend the duration of the specific contract without having to send again a service request provided that the possibility of extension was indicated both in the request for services and in the original specific contract.

4.9.3. Roadmap

The following paragraphs detail the process for the Specific Contracts.

The involved actors are the Contractor and the ECHA. The description of key steps of the process is reported below.

Step 1: Need arises

What	The need for some IT services arises in ECHA. ECHA prepares the request for services and the specifications. ECHA specifies how much time it wants to allow the Contractors to prepare his offer. The time given to the Contractors must be at least 10 working days.
Parties involved	ECHA.
Result	Requirements. Deadline for submission of offers is fixed.

Step 2: Send invitation to tender

What	ECHA checks to which contractors the request for services should be sent to. ECHA sends by both e-mail and post the request for services to all Contractors of the corresponding Lot. The date on which ECHA sends the Request for services is referred to as the “Request date”.
Parties involved	ECHA
Result	“Request date” is fixed. Request for services is sent.

Step 3: Acknowledgement of receipt

What	The Contractor acknowledges reception within 2 working days of the day the request for services was delivered, by sending an e-mail to ECHA.
Parties involved	Contractor.
Result	Confirmation of receipt of request for services sent within 2 working days of “request date”.

Step 4: Presentation of the Offer

What	The Contractor sends an offer containing candidates having the required profiles by the deadline for submission of offers to ECHA. The candidate list will include for each candidate the name of the candidate, the date that the candidate is available, the candidate’s profile, whether the candidate is offered via subcontracting, whether the candidate is permanent or non-permanently employed and any other relevant information. The CVs of all candidates must be attached to the list sent to ECHA using the template specified earlier in this document. All candidates on the list must be available for phone interviews in the 2 weeks following the sending of the offer.
Parties involved	Contractor. ECHA.
Result	Offers with list of proposed qualified candidates.

Step 5: Evaluation of Offers

What	The period after the deadline for submission of offers will be used by ECHA to evaluate the received offers. The Agency may organise phone interviews with the persons proposed if needed to clarify the content of the CV.
Parties involved	Contractor. ECHA.
Result	ECHA selects the best offer and informs all Contractors who

	have submitted an offer.
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Step 6: Establishment of Specific Contract

What	The Specific Contract is established based on the accepted offer. The Specific Contract will include the details of the work to be carried out (possibly to a greater level of detail than already communicated in the initial call), the start date, the duration in days and any other relevant information including the offer of the Contractor.
Parties involved	Contractor. ECHA.
Result	Specific Contract signed both parties

Step 7: Implementation of the Specific Contract

What	The Contractor implements the contract in line with the requirements set out in the Specific Contract
Parties involved	Contractor ECHA.
Result	All tasks indicated in the Specific Contract are implemented

5. ANNEXES

5.1 TECHNICAL DOCUMENTATION

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

5.1.1 *Description of the requirements per Lot*

5.1.1.1. Lot 1- Microsoft Windows System Administrator

Qualifications:

The consultants should:

- have experience in large scale Windows System Administration;
- have an excellent oral and written command of English;
- have good organisational and analytical skills;
- be able to reach consent among diverging stakeholders and effectively communicate complex technical matters to technical and non-technical audiences;

Experience and knowledge:

The consultants should demonstrate having acquired experience in the areas described below:

- work experience and proficiency in Windows System Administration;
- work experience and proficiency with VMWare products.

The consultants must demonstrate knowledge in the following technologies and methods:

- Windows Server 2003 or later;
- Active Directory;
- Microsoft Clustering Service;
- Microsoft Exchange 2007 (with ForeFront) or later;
- Microsoft SharePoint 2007 or later;
- Microsoft SQL Server 2005 or later;
- Microsoft Internet Information Server;
- Standard Windows services, e.g. DFS, DNS, DHCP, etc.;
- VMWare ESX 3.5 or later;
- VMWare Virtual Center 2.5 or later;
- DR solution for VMWare, e.g. VMWare Site Recovery Manager 1.0 or later
- VMWare Virtual Desktop Infrastructure
- EMC NetWorker 7.4 or later
- Altiris Deployment Solution 6.9 or later
- Microsoft Terminal Server

In addition it would be considered advantageous to fulfil the following criteria:

- previous professional experience in user administration of a Windows domain with at least 300 users;
- current MCP or MCSE related Certification;
- proven skills of administrating a Windows Domain, including use of group policies
- previous professional experience with MS SQL Server 2005 or later;
- previous professional experience with designing, deploying and administrating large VMWare ESX 3.5 (or later) environments
- previous professional experience with production grade deployments on VMWare ESX 3.5 (or later), especially concerning Exchange 2007 (or later) and SharePoint 2007 (or later);
- current VMWare certification, e.g. VCP or VCDX;
- previous experience with virtualisation disaster recovery tools, e.g. VMWare Site Recovery Manager
- previous professional experience with VMWare VDI deployments
- previous experience with Thin Clients in conjunction with Altiris
- previous professional experience with desktop deployment tools, e.g. LANDesk, RIS, etc.;
- experience in setting up and managing new data centre(s);
- experience of working abroad and/or in an international/multicultural environment;
- experience of working in an EU body or international organisation;
- theoretical and/or practical knowledge of ITIL.

5.1.1.2. Lot 2 - Unix System Administrator

Qualifications:

The consultants should:

- have experience in large scale UNIX System Administration;
- have an excellent oral and written command of English;
- have good organisational and analytical skills;
- be able to reach consent among diverging stakeholders and effectively communicate complex technical matters to technical and non-technical audiences;

Experience and knowledge:

The consultants should demonstrate having acquired experience in the areas described below:

- work experience and proficiency in UNIX System Administration;
- work experience and proficiency with VMWare products.

The consultants must demonstrate knowledge in as many as possible of the following technologies and methods:

- Solaris 10 or later;
- Solaris Containers, zones and LDoms;
- ZFS file system;
- Sun Cluster 3.2 or later;
- Solaris JET;
- Sun Management Center 4.0 (or later);
- Monitoring tools, e.g. NAGIOS 3.0 (or later);
- Configuration management tools for UNIX, e.g. cfengine 2.0 (or later)
- WebLogic 9.2 (or later);
- EMC NetWorker 7.4 (or later);
- VMWare ESX 3.5 (or later);
- VMWare Virtual Center 2.5 (or later);
- DR solution for VMWare, e.g. VMWare Site Recovery Manager 1.0 (or later);
- VMWare Virtual Desktop Infrastructure/View.

In addition it would be considered advantageous to fulfil the following criteria:

- previous professional experience in administration of a server park of more than 10 production UNIX systems;
- current Solaris and/or RedHat related certification;
- previous professional experience with configuration management tools, e.g. cfengine, Puppet, etc.;
- previous professional experience with monitoring tools, e.g. NAGIOS, BMC Patrol, etc.;
- previous professional experience with Oracle 10g or later;
- knowledge of WebLogic application servers;
- previous professional experience with designing, deploying and administrating large VMWare ESX 3.5 (or later) environments;
- current VMWare certification, e.g. VCP or VCDX;
- previous experience with virtualisation disaster recovery tools, e.g. VMWare Site Recovery Manager;
- previous professional experience with VMWare VDI deployments;
- experience in setting up and managing new data centre(s);
- experience of working abroad and/or in an international/multicultural environment;
- experience of working in an EU body or international organisation;
- theoretical and/or practical knowledge of ITIL.

5.1.1.3. Lot 3- Database Administrator

Qualifications

The consultants should:

- have experience in large scale Database Administration;
- have an excellent oral and written command of English;
- have good organisational and analytical skills;
- be able to reach consent among diverging stakeholders and effectively communicate complex technical matters to technical and non-technical audiences;

Experience and knowledge

The consultants should demonstrate having acquired experience in the areas described below:

- work experience and proficiency in Database Administration;

The consultants must demonstrate knowledge in the following technologies and methods:

- Oracle Database Enterprise Edition, version 10g or later;
- Centralised database management systems, e.g. Oracle Enterprise Manager;
- Backup systems, e.g. Oracle RMAN, NTBackup, EMC NetWorker (7.4 or later), etc.;
- Solaris operating system, version 10 or later;
- Sun Cluster, version 3.2 or later;
- UNIX shell scripts, e.g. sh, bash, ksh;
- Microsoft SQL Server, version 2005 or later;
- Microsoft Clustering Service;
- PostgreSQL 8.3 or later;
- Data warehousing products;
- Business Objects.

In addition it would be considered advantageous to fulfil the following criteria:

- a current Oracle certification, e.g. OCP DBA
- a current MS SQL Server certification, e.g. MCTS
- a current PostgreSQL certification, e.g. PostgreSQL CE
- previous professional experience with design, implementation and administration of Oracle 10g (or later) databases with more than 5 TB of table space and/or 5 million rows of data.
- previous professional experience with design, implementation and administration of MS SQL Server 2005 (or later) databases with more than 2 TB of table space and/or 2 million rows of data, especially in conjunction with SharePoint
- previous professional experience with design, implementation and administration of large PostgreSQL 8.3 (or later) databases with clustering;
- previous professional experience with centralised database management systems, e.g. Oracle Enterprise Manager
- previous professional experience with data warehousing products, e.g. Business Objects Data Integrator, Oracle Warehouse Builder, etc.;
- knowledge of WebLogic application servers
- experience in setting up and managing new data centre(s);
- experience of working abroad and/or in an international/multicultural environment;
- experience of working in an EU body or international organisation;

- experience of monitoring tools, e.g. NAGIOS, BMC Patrol, etc.;
- theoretical and/or practical knowledge of ITIL.

5.1.1.4. Lot 4 – Application Administrator

Qualifications

The consultants should:

- have excellent oral and written command of English;
- have good organisational and analytical skills;
- be able to reach consent among diverging stakeholders and effectively communicate complex technical matters to technical and non-technical audiences;

Experience and knowledge

The consultants should demonstrate having acquired experience in the areas and up to the extent described below:

- Experience in application hosting / administration of medium to large IT projects;
- Experience in working abroad and / or in an international / multicultural environment;

The consultants must demonstrate knowledge in the following areas and technologies:

- Working experience with clustered web applications with a total user base in excess of 50000 and peak activity of more than 500 concurrent users;
- Databases, preferably Oracle Database Enterprise Edition, version 10g or later or Microsoft SQL Server, version 2005 or later or PostgreSQL 8.3 or later;
- Oracle WebLogic product family, version 9.2 or later;
- Other web application and web servers, preferably Apache Tomcat, version 5 or later, Apache HTTP server, version 2 or later or Microsoft IIS;
- SharePoint 2007;
- Monitoring tools, preferably Nagios 3.0 or later;
- BMC Remedy, version 7 or later;
- Business Objects Enterprise XI 3.1 (Management console, Designer), Business Objects Web Intelligence XI, Business Objects Data Integrator XI;
- Previous implementation or operational experience from workflows or workflow engines implemented using jBPM;

In addition it would be considered an asset having matured experience in:

- Java EE and .NET development;
- Performance testing tools like HP LoadRunner or The Grinder;
- Theoretical and/or practical knowledge of ITIL;
- UNIX services, e.g. NFS, DNS, SSH, DHCP, LDAP, SYSLOG, etc.;
- UNIX shell scripts, e.g. sh, bash, ksh;
- Red Hat Enterprise Linux, version 5 or later;
- VMWare ESX 3.5 or later;
- Sun Management Centre 4.0 or later;

- Networking equipment, like firewalls, reverse proxies, intrusion detection systems;
- Solaris operating system, version 10 or later;
- Sun Cluster, version 3.2 or later;
- UNIX shell scripts, e.g. sh, bash, ksh;
- Knowledge of Data Warehousing and Business Intelligence tools.

5.1.1.5. Lot 5- Network Administrator

Qualifications

The consultants should:

- have experience in large scale Network Administration;
- have an excellent oral and written command of English;
- have good organisational and analytical skills;
- be able to reach consent among diverging stakeholders and effectively communicate complex technical matters to technical and non-technical audiences;

Experience and knowledge

The consultants should demonstrate having acquired experience in the areas described below:

- work experience and proficiency in Network Administration;

The consultants must demonstrate knowledge in the following technologies and methods:

- High-grade Cisco network switching hardware, e.g. 6000 series;
- Corporate class and Industry standard firewall technologies;
- Cisco VoIP systems;
- Corporate class and Industry standard Intrusion Detection Systems;
- Modern virtual switch technologies, e.g. Cisco Nexus 1000V;
- Medium scale WLAN deployments;
- rigorous understanding of and professional experience with layer 1, 2 and 3 network design, protocols and technologies.

In addition it would be considered advantageous to fulfil the following criteria:

- network specialist certification, e.g. CCNP, CCIE, etc.;
- previous professional experience with multi-site data centres with high-end switching networks;
- previous professional experience with corporate class Internet uplinks, e.g. RIPE;
- previous professional experience with configuration of corporate class external and internal firewalls;
- previous professional experience with design, implementation and administration of modern VoIP and WLAN solutions;
- previous professional experience with design, implementation and administration of large scale IDS deployments;
- experience with modern virtual switches, e.g. Cisco Nexus 1000V;

- experience in setting up and managing new data centre(s);
- experience of working abroad and/or in an international/multicultural environment;
- experience of working in an EU body or international organisation;
- theoretical and/or practical knowledge of ITIL.

5.1.1.6. Lot 6- Storage and Back-up Administrator

Qualifications

The consultants should:

- have experience in large scale Storage and Backup Administration;
- have an excellent oral and written command of English;
- have good organisational and analytical skills;
- be able to reach consent among diverging stakeholders and effectively communicate complex technical matters to technical and non-technical audiences;

Experience and knowledge

The consultants should demonstrate having acquired experience in the areas described below:

- work experience and proficiency in Storage and Backup Administration;

The consultants must demonstrate knowledge in the following technologies and methods:

- EMC CLARiiON storage arrays, CX3-40 or larger/newer with SnapView, MirrorView, NaviSphere, etc.;
- NetApp heads and storage arrays;
- Brocade (or equivalent) Fibre Channel switches/fabrics;
- EMC NetWorker 7.4 or later;
- Medium size tape libraries, e.g. Sun StorageTek SL500;
- Backup to disk solutions;
- Data de-duplication solutions.

In addition it would be considered advantageous to fulfil the following criteria:

- Current EMC SAN certification, e.g. EMC Proven Professional Expert;
- Current EMC NetWorker certification, e.g. EMC Proven Professional Expert;
- Current NetApp Certification, e.g. NetApp Certified Data Management Administrator, etc.;
- previous professional experience with EMC Clariion arrays in a multiple data centre environment with at least 15 TB of storage, preferably employing meta-LUNs;
- previous professional experience with NetApp products and Metro Cluster;
- previous professional experience with synchronous data replication products;
- previous professional experience with data de-duplication products, e.g. EMC Avamar;
- previous professional experience with backup software e.g. EMC NetWorker 7.4 (or later), Veritas NetBackup, etc.;

- previous professional experience Tape libraries with more than 100 tapes;
- previous professional experience with VMWare ESX 3.5 or later in conjunction with SAN environments with synchronous replication;
- experience with Blade systems in conjunction with SAN environments;
- Experience in setting up and managing new data centre(s);
- Experience of working abroad and/or in an international/multicultural environment;
- Experience of working in an EU body or international organisation;
- theoretical and/or practical knowledge of ITIL.

5.1.1.7. Lot 7- Software Engineer

Qualifications

The consultants should:

- have completed a university study in computer science, a related science or appropriate professional experience;
- have experience in large scale software development;
- have an excellent oral and written command of English;
- have good organisational and analytical skills;
- be able to reach consent among diverging stakeholders and effectively communicate complex technical matters to technical and non-technical audiences;

Experience and knowledge

The consultants should demonstrate having acquired experience in the areas described below:

- work experience and proficiency in software development;
- experience with Java and/or Microsoft .NET based technologies (JEE framework) matured preferably in integration projects;
- experience with iterative software development methodologies;

The consultants must demonstrate knowledge of the following technologies and methods:

- JEE framework;
- BEA WebLogic, Apache Tomcat and Microsoft IIS;
- Microsoft SQL Server and Oracle 10g or later;
- IDE: Eclipse; NetBeans; Microsoft Visual Studio 2005 or later (C# and ASP.NET);
- Microsoft Solutions Framework methodology (MSF);
- Microsoft SharePoint 2007 and MOSS deployments;
- Microsoft Visual Studio Team Foundation Server;
- SOA architecture.

In addition it would be considered advantageous having matured experience in the following topics:

- working in an international environment;
- structured software engineering processes;
- software engineering methodologies (e.g. MSF, Scrum, Rational Unified Process, Test-driven development, Agile development);
- the use of Visual Studio Team Foundation System and/or Jira/Confluence development environments;
- defining conceptual and physical data models.

5.1.1.8. Lot 8 – IT Security

Qualifications

The consultants should:

- have completed a university study in computer science or another discipline related to information security;
- have excellent oral and written command of English;
- have good organisational and analytical skills;
- be able to reach consent among diverging stakeholders and effectively communicate complex technical matters to technical and non-technical audiences;

Experience and knowledge

The consultants should demonstrate having acquired experience in the areas and up to the extent described below:

- A minimum of 2 years experience as information security consultant;

The consultants must demonstrate knowledge in the following areas and methods:

- Professional experience with Information Security Management Systems (ISMS);
- Professional experience in information security policies, procedures, guidelines;
- Professional experience in risk assessment methodologies and applying them;
- Excellent knowledge of ISO/IEC 27000 –series international information security standard and best practice;

In addition it would be an asset to have matured experience in:

- Professional experience in information security awareness programmes;
- Professional experience in information security architecture blueprints;
- Professional experience in information security metrics (Key Performance Indicators and Key Risk Indicators);
- Professional experience in ICT Governance, Data Protection, Quality Management and Internal Audit;
- Professional experience in planning, preparation and performance of audits;
- Knowledge of other information security standards and best practice (e.g. Information Security Forum Standard of Good Practice or German Federal Office for Information Security (BSI) IT-Grundschutz);

- (ISC)2 CISSP (or CISSP-ISSAP/ISSEP/ISSMP), SSCP or CSSLP Certification;
- ISACA CISA or CISM Certification.
- working in an international environment that involve influential international stakeholders (e.g. public sector, industry, institutions, etc.).

5.1.1.9. Lot 9 – Quality Assurance

Qualifications

The consultants should:

- have excellent oral and written command of English;
- have good organisational and analytical skills;
- be able to reach consent among diverging stakeholders and effectively communicate complex technical matters to technical and non-technical audiences;

Experience and knowledge

The consultants should demonstrate having acquired experience in the areas and up to the extent described below:

- Experience in quality assurance of medium to large IT projects;
- Experience in working abroad and / or in an international / multicultural environment;

The consultants must demonstrate knowledge in the following areas and technologies:

- Working experience in quality assurance and change management of large scale IT projects with a development team of more than 30 members;
- Experience in using JIRA and Confluence for issue tracking and project documentation;
- Formal software testing certificate, e.g. ISEB Foundation Certificate in Software testing;
- Automated test scripts, e.g. Selenium, SAHI or HP quality Center;
- Performance, load and stress testing tools, preferably The Grinder, version 3 or later;
- Security testing following standards, like OWASP or The CERT Sun Microsystems Secure Coding Standard for Java;

In addition it would be considered an asset having matured experience in:

- Other Performance, load and stress testing tools;
- Agile methods, SCRUM;
- Unit and integration testing;
- Other incident tracking tools, e.g. BMC Remedy, version 7 or later;
- Theoretical and/or practical knowledge of ITIL;
- Web application servers, preferably Oracle WebLogic product family, version 9.2 or later.

5.1.1.10. Lot 10 – Project Manager

Qualifications

The consultants should:

- have completed a university study in computer science or another technical discipline;
- have experience in management of medium to large IT projects;
- have excellent oral and written command of English;
- have good organisational and analytical skills;
- be able to reach consent among diverging stakeholders and effectively communicate complex technical matters to technical and non-technical audiences;

Experience and knowledge

The consultants should demonstrate having acquired experience in the areas and up to the extent described below:

- work experience as project member, team leader or project manager possibly with responsibilities over resources and plans;
- experience as lead project manager in structured and controlled project environments;

The consultants must demonstrate knowledge in the following areas and methods:

- Management the design, construction and deployment of medium to large scale information systems and specialised IT tools;
- Practical usage of formal methods for project management and their effective tailoring in the public sector and EU Institutions or Agencies;
- Project leading of cross-functional technical teams of various sizes and different cultural backgrounds;
- Methods and techniques of software and system engineering (e.g. RUP, Agile, XP, MSF, etc..)
- Prince2 and its practical implementation and tailoring (professional certifications will be considered an advantage).

In addition it would be considered advantageous having matured experience in:

- participating in projects dealing with chemical data, chemical modelling, and/or chemical regulatory information;
- working in an international environment;
- structured software development processes;
- leading and carrying out the day-to-day management of projects that involve influential international stakeholders (e.g. public sector, industry, institutions, etc.).

5.2 TENDER DOCUMENTATION

5.2.1 Eligibility documentation

Identification of the Tenderer (to be completed by the tenderer)

LEGAL ENTITIES

PRIVATE COMPANIES

TYPE OF COMPANY			
NGO	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non Gouvernemental Organisation)
NAME(S)			
ABBREVIATION			
ADDRESS OF THE HEAD OFFICE			
POSTAL CODE		P.O. BOX	
CITY			
COUNTRY			
VAT			
PLACE OF REGISTRATION			
DATE OF REGISTRATION			
	D D	M M	Y Y Y Y
REGISTRATION NR			
PHONE		FAX	
E-MAIL			
CONTACT PERSON			

THIS "LEGAL ENTITY" FORM SHOULD BE FILLED IN AND RETURNED TOGETHER WITH:

- * A COPY OF ANY OFFICIAL DOCUMENT (E.G. OFFICIAL GAZETTE, REGISTER OF COMPANIES, ETC.) SHOWING THE CONTRACTOR'S NAME AND ADDRESS AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES;
- * A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO ABOVE.

DATE AND SIGNATURE

LEGAL ENTITIES

This information is to be stored in the Commission's accounting records for use in its payment procedures.
Commission staff carrying out such procedures will be able to consult it for this purpose.

INDIVIDUAL

TITLE	<input type="text"/>	
NAME	<input type="text"/>	
FIRST NAME	<input type="text"/>	
(NAME 2)	<input type="text"/>	
(NAME 3)	<input type="text"/>	
OFFICIAL ADDRESS	<input type="text"/>	
	<input type="text"/>	
	<small>(OFFICIAL Address = Your PERMANENT address; generally the one which is registered on your identity card)</small>	
POSTAL CODE	<input type="text"/>	P.O. BOX <input type="text"/>
TOWN/ CITY	<input type="text"/>	
COUNTRY	<input type="text"/>	
VAT NR	<input type="text"/>	
IDENTITY CARD NUMBER	<input type="radio"/>	<input type="text"/>
PASSPORT NUMBER	<input type="radio"/>	<input type="text"/>
DATE OF BIRTH	<input type="text"/> ^D <input type="text"/> ^D <input type="text"/> ^M <input type="text"/> ^M <input type="text"/> ^Y <input type="text"/> ^Y <input type="text"/> ^Y <input type="text"/> ^Y	PLACE OF BIRTH <input type="text"/>
COUNTRY OF BIRTH	<input type="text"/>	
PHONE	<input type="text"/>	FAX <input type="text"/>
E-MAIL	<input type="text"/>	

THIS "LEGAL ENTITY" FORM SHOULD BE FILLED IN AND RETURNED WITH A LEGIBLE PHOTOCOPY OF YOUR ID CARD OR PASSPORT.

DATE AND SIGNATURE

LEGAL ENTITIES

PUBLIC ENTITIES

TYPE OF COMPANY	<input type="text"/>																								
NGO	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non Gouvernemental Organisation)																						
NAME(S)	<input type="text"/>																								
	<input type="text"/>																								
	<input type="text"/>																								
	<input type="text"/>																								
ABBREVIATION	<input type="text"/>																								
OFFICIAL ADDRESS	<input type="text"/>																								
	<input type="text"/>																								
	<input type="text"/>																								
POSTAL CODE	<input type="text"/>								P.O. BOX	<input type="text"/>															
CITY	<input type="text"/>																								
COUNTRY	<input type="text"/>																								
VAT	<input type="text"/>																								
PLACE OF REGISTRATION	<input type="text"/>																								
DATE OF REGISTRATION	<input type="text"/>		<input type="text"/>		<input type="text"/>		<input type="text"/>																		
	D D		M M		Y Y		Y Y																		
REGISTRATION NR	<input type="text"/>																								
PHONE	<input type="text"/>																FAX	<input type="text"/>							
E-MAIL	<input type="text"/>																								
CONTACT PERSON	<input type="text"/>																								

This "Legal entity" form should be filled in and returned together with:

**** a copy of the resolution, law, decree or decision establishing the entity in question;***

**** or, failing that, any other official document attesting to the establishment of the entity.***

DATE :

NAME AND FUNCTION OF THE AUTHORISED REPRESENTATIVE

SIGNATURE

STAMP

Model financial identification form

(to be completed by the tenderer and his or her financial institution)

The tenderer's attention is drawn to the fact that this document is a model, and a specific form for each Member State is available at the following Internet address:

http://europa.eu/comm/budget/execution/ftiers_en.htm.



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/execution/tiers_fr.htm

ACCOUNT NAME	
ACCOUNT NAME ⁽¹⁾	<input type="text"/>
	<input type="text"/>
ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>

CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E - MAIL	<input type="text"/>

BANK	
BANK NAME	<input type="text"/>
	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN ⁽²⁾	<input type="text"/>

REMARKS:

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE
(Both Obligatory)⁽³⁾

DATE + SIGNATURE ACCOUNT HOLDER :
(Obligatory)

DATE

⁽¹⁾ The name or title under which the account has been opened and not the name of the authorized agent

⁽²⁾ If the IBAN Code (International Bank account number) is applied in the country where your bank is situated

⁽³⁾ It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.

5.2.1.1 Subcontractor / Letter of Intent

Insert reference of this call

The undersigned:

.....

Name of the company/organisation:

.....

Address:

.....

Hereby declares his intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to *[name of the tenderer]*.

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

Full name

Date

Signature

.....

POWER OF ATTORNEY – MODEL 1

Agreement / Power of Attorney

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

We the undersigned:

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

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

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

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

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

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

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

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

- (a) The Group Leader shall sign any contractual documents—including the Contract, and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Leader shall act as single point of contact for ECHA in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to ECHA, and shall see to a proper administration of the Contract.

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

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

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

POWER OF ATTORNEY – MODEL 2
Agreement / Power of Attorney

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

We the undersigned:

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

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

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

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

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

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

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

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

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

- (a) The Group Manager shall sign any contractual documents—including the Contract, and Amendments thereto—and issue any invoices related to the Supplies or the Services on behalf of the Group Members.
- (b) The Group Manager shall act as single point of contact for ECHA in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall coordinate the provision of the Supplies and/or the Services by the Group Members to ECHA, and shall see to a proper administration of the Contract.

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

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

Signed in on
Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company

5.2.2 Exclusion criteria documentation

5.2.2.1 Declaration of honour

Exclusion Criteria Form

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

- in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator⁴⁴*)
- or
- representing (*if the economic operator is a legal person*)

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

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

official address in full:

VAT registration number:

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

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

⁴⁴ To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).

f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.
- k) that the information provided to ECHA within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above⁴⁵.

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

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

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

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

Full name

Date

Signature

⁴⁵ Mandatory for contracts of value above €133 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

5.2.3 Selection criteria documentation

5.2.3.1 Financial and Economic Capacity form

Financial and Economic Capacity Overview Form

Financial and Economic Capacity Overview			
Currency : <i>EURO</i>	Figures (000)		
<u>YEAR</u>	2006	2007	2008
TURNOVER			

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

5.2.3.2 *Manpower form*

Lot	Professionals relevant to the lot	Total Permanent staff⁴⁶
[indicate]		

⁴⁶ Permanent shall be understood to be employed under non-fixed term employment contracts

5.2.3.3 *Contract reference form*

The Contract Reference Form must be used to give details about relevant contracts the tenderer wants to present as proof of experience in the relevant Lot.

The Contract Reference Form consists of two pages:

- Front page
- Description page

Both pages must be used to form a complete Contract Reference Form

A new Contract Reference Form must be completed for each contract.

Contract Reference Form (page 1 of 2)

Contract reference n° _____

Contract reference front page

Contract name:

Start date (mm/yy):

Finish date (mm/yy):

Client name:

Contact person:

Phone:

Contract type (kind of services, etc.):

Principal Contractor (check the appropriate):

Tenderer

Other

Principal location for the contract:

Tenderer premises

Client's premises

Other

Number of tenderer's own technical staff involved in man-days, by profile

1.

2.

3.

4.

5.

...

Total:

Methodologies involved:

Contract Reference Form (page 2 of 2)

Contract reference n° _____

Contract description page

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for the user to provide a detailed description of the contract.

5.2.4 Award Criteria documentation

5.2.4.1 Qualitative Award Criteria documentation

5.2.4.1.1 *Questionnaire*

Questions shall be answered for each lot for which you submit an offer:

1. *Quality of the tenderer's proposal for the overall management of the service (linked to Award Criterion 1)*. Tenderer's quality assurance and control mechanisms:

1.1. Describe your procedures for ascertaining the quality of the services you deliver to clients (give the titles and contents of your quality assurance manuals).

Answer: _____

1.2. Do you have quality procedures for your delivery organisation conforming to the EN29000 (ISO 9000) series of quality standards or equivalent? If so, indicate the year and the country for which the accreditation has been obtained, the name of the certification body and enclose a copy of the certificate. Have there been any follow-up audits? If yes specify. What other norms do you follow?

Answer: _____

1.3. Describe your project management methodology applicable to the required services.

Answer: _____

1.4. Considering that you receive 5 requests for services for a total of 500 man days, describe how you will manage the service requirements.

Answer: _____

1.5. Considering that you have several specific contracts running at the same time with ECHA, describe how you will manage their implementation.

Answer: _____

1.6. Explain how the process of maintaining continuity of the consultancy provision will be conducted.

Answer: _____

1.7. Give a risk analysis related to the overall management of the contract.

Answer: _____

**EUROPEAN
CURRICULUM VITAE
FORMAT**



PERSONAL INFORMATION

Name [**SURNAME, other name(s)**]
 Address [**House number, street name, postcode, city, country**]
 Telephone
 Fax
 E-mail
 Nationality
 Date of birth [Day, month, year]

WORK EXPERIENCE

- Dates (from – to) [Add separate entries for each relevant post occupied, starting with the most recent.]
- Name and address of employer
 - Type of business or sector
 - Occupation or position held
- Main activities and responsibilities

EDUCATION AND TRAINING

- Dates (from – to) [Add separate entries for each relevant course you have completed, starting with the most recent.]
- Name and type of organisation providing education and training
- Principal subjects/occupational skills covered
 - Title of qualification awarded
 - Level in national classification (if appropriate)

**PERSONAL SKILLS
AND COMPETENCES**

*Acquired in the course of life and career
but not necessarily covered by formal
certificates and diplomas.*

MOTHER TONGUE

[Specify mother tongue]

OTHER LANGUAGES

[Specify language]

- Reading skills
- Writing skills
- Verbal skills

[Indicate level: excellent, good, basic.]

[Indicate level: excellent, good, basic.]

[Indicate level: excellent, good, basic.]

SOCIAL SKILLS

[Describe these competences and indicate where they were acquired.]

AND COMPETENCES

*Living and working with other people, in
multicultural environments, in positions
where communication is important and
situations where teamwork is essential
(for example culture and sports), etc.*

ORGANISATIONAL SKILLS

[Describe these competences and indicate where they were acquired.]

AND COMPETENCES

*Coordination and administration of
people, projects and budgets; at work, in
voluntary work (for example culture and
sports) and at home, etc.*

TECHNICAL SKILLS

[Describe these competences and indicate where they were acquired.]

AND COMPETENCES

*With computers, specific kinds of
equipment, machinery, etc.*

ADDITIONAL INFORMATION

[Include here any other information that may be relevant, for example contact persons,
references, etc.]

ANNEXES

[List any attached annexes.]

5.2.4.2 Financial Award Criteria documentation

The price (without VAT) must be presented per category of consultants as follows:

Profiles per LOT	Maximum Price in Euros
1. Senior Consultant	
2. Consultant	

5.3 CONTRACTUAL DOCUMENTATION

5.3.1 Model Framework Contract



MULTIPLE FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – ECHA/2009/40/LOT [...]

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

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"⁴⁷), [represented for the purposes of the signature of this contract by [name in full and function,]]

of the other part,

HAVE AGREED

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

Annex I Tender Specifications

Annex II Contractor's Tender

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

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

⁴⁷ In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Agency for the performance of this contract".

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

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1** The subject of the Contract is LOT [....]...., as indicated in Annex 1 hereto.
- I.1.2** Signature of the Contract imposes no obligation on the Agency to purchase. Only implementation of the Contract through specific contracts is binding on the Agency.
- I.1.3** Once implementation of the Contract has been requested or has commenced, the Contractor shall reply and execute the tasks in accordance with all terms and conditions of the Contract.
- I.1.4** The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to the Agency.

ARTICLE I.2 - DURATION

- I.2.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the specific contract enters into force.
- I.2.3** The Contract is concluded for a period of 24 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4** The specific contracts shall be returned signed before the Contract to which they refer expires.

The Contract shall continue to apply to such specific contracts after its expiry, but no longer than 6 months.
- I.2.5** The Contract may be renewed up to two times, each time for a period of 12 months only before expiry of the Contract and with the express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 –PRICES

- I.3.1** The daily rates (maximum prices) of the services shall be [EUR ...]:
- I.3.2** Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

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

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

Revision shall be calculated in accordance with the following formula:

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

where:

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

- I.3.3** In addition to the total amount specified in each specific contract, no other travel, subsistence and shipment expenses shall be reimbursed, with the exception of exceptional travels requested by the Agency for the implementation of the Specific Contract. These travels will be reimbursed according to II.7.

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

- I.4.1** The Contract shall be implemented through Specific Contracts in accordance with Annex I.
- I.4.2** The Specific Contracts shall be awarded through re-opening of competition among the Contractors for each Lot. The request for services shall be done in accordance with Annex I.
- I.4.3** Within the deadline indicated in the specific request for services sent by the Agency to the Contractor, the Agency shall receive a completed specific tender back, duly signed and dated. In the event of failure to observe these conditions the Contractor shall be considered to waive the participation in the specific competition. The Agency may sign a specific contract with the Contractor who has submitted the best specific tender on the basis of the award criteria set out in Annex I. The specific contract may precise the terms of the present Framework Contract or modify them insubstantially.
- I.4.4** Within 10 working days of a Specific Contract being sent by the Agency to the Contractor, the Agency shall receive it back, duly signed and dated.

ARTICLE I.5 – PAYMENT PERIODS AND FORMALITIES

- I.5.1** Payments under the Contract shall be made in accordance with Article II.4 and II.5. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.
- I.5.2** The terms of payment shall be specified for each Specific Contract as indicated by the Agency in its request for offer for the respective Specific Contract.

ARTICLE I.6 – BANK ACCOUNT

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

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[IBAN⁴⁸ code: [complete]]

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract and Specific Contract numbers. Ordinary mail shall be deemed to have been received by the Agency on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses⁴⁹:

The Agency:

European Chemicals Agency
P.O. Box 400, FI-00121 HELSINKI, Finland
Email: [to be completed for the contract manager responsible for the Lot]

Contractor:

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

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

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

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

ARTICLE I.9 – DATA PROTECTION

Any personal data included in or relating to the Contract, including its execution, shall be processed pursuant to Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the Agency without prejudice to possible

⁴⁸ BIC or SWIFT code for countries with no IBAN code.

⁴⁹ Fax number and e-mail accounts may be added. If an e-mail account is given, incoming e-mails should be redirected if the account holder is absent and a clause should be added specifying what is considered to be the reference date of the electronic communication (date of sending, receiving or opening).

transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the Agency. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.10 – SECURITY AND CONFIDENTIALITY

- I.10.1** Upon their arrival at the premises of ECHA before starting to work the consultants shall sign the security protocol of the Agency and provide detailed and updated personal information. The Agency may request specifically in writing that Contractors agree to a security clearance of the staff involved for the provision of certain services.
- I.10.2** The Contractor will treat all material encountered during the duration of the Contract and any Specific contract (including any data on any Agency network) as confidential and will not disclose the material to any third party, except when explicitly authorised by the Agency. The Contractor may only utilise the information contained in the material for the purposes identified in the Contract. The Contractor shall take all practical steps to keep the material confidential and shall restrict access to the material to the members of the Contractor's team assigned to the execution of the contract only.
- I.10.3** Without prejudice to Articles I.12 and I.14, the Agency shall respect the confidentiality of documents and data when so requested by the Contractor.
- I.10.4** The Contractor shall take all appropriate steps for each product to ensure that the data and the media upon which they are stored are safely preserved. The deliverable provided shall not contain any mechanism (for example viruses) which could compromise their proper operation and that of other products. The cost of repairing the damage caused by such a mechanism shall be borne by the Contractor.
- I.10.5** The Contractor undertakes to inform the Agency in writing as soon as he has any knowledge of faults in his products that endanger the security of the configurations of which they form a part. The Contractor shall immediately take any measures necessary to restore the security of the configurations and correct the faults.
- I.10.6** The Contractor shall ensure that all security precautions for each product are clearly spelled out in the relevant user manuals and technical documentation supplied to the Agency.

ARTICLE I.11 – LIABILITY AND INSURANCE

- I.11.1** The Contractor is liable under the law applicable to the Contract (Article I.8) for any damage caused by a default of a deliverable provided under the Contract.
- I.11.2** Without prejudice to Article II.2.5, the Contractor shall be insured against all claims in respect of personal injury or material damages. This insurance cover shall be for a sum not less than **EUR 500.000** per claim for material and personal damage. Compensation shall be paid to the Agency directly.

I.11.3 The Contractor shall provide proof of insurance cover upon request by the Agency, within thirty days of the signature of the Contract. A copy of the contract of insurance shall be given to the Agency without charge. Should the Contractor fail to provide this proof of insurance, the Agency shall be entitled, in conformity with Article II.15.1(k), to terminate the Contract at the Contractor's expense and be entitled to damages and interest thereof.

I.11.4 Before the implementation of any change in the terms of the insurance contract referred to in paragraph 3 of this Article, of its termination by the insurer, of its replacement by a new contract, of a change in insurer, or of any other change materially affecting the contract referred to in paragraph 3 of this Article, the Contractor shall notify the Agency immediately, in writing. The Agency shall give its consent to such change, and may offer its comments. The Agency may withhold its consent should it find that the change may result in the absence of the necessary insurance cover during the period of the Contractor's civil liability. In the event of the Contractor's failing to find insurance cover meeting the criteria of paragraph 1 of this Article, the Agency shall be entitled to terminate the Contract, in conformity with Article II.15.1(k).

I.11.5 Should the Contractor fail to notify the Agency of any change in accordance with paragraphs 4 and 5 of this Article, the Agency shall be entitled to terminate the Contract, in conformity with Article II.15.1(k), at the Contractor's expense. The Agency shall also be entitled to seek damages and interest thereof from the Contractor. Termination of the Contract shall not signify that the Contractor is relieved of his civil liability under the terms of paragraph 1 of this Article.

ARTICLE I.12 – ADVERTISING

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

ARTICLE I.13 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving a three-month formal prior notice. Should the Agency terminate the Contract, the Contractor shall only be entitled to payment corresponding to the services ordered before the termination date. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

ARTICLE I.14 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

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

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

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

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

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

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

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

- use, re-use and edit the Deliverables, as a whole or parts of them
- translate and re-write the Deliverables in a different language or into a different form
- exploit the Deliverables
- modify the Deliverables, and in particular to cut, dub, insert meta data, subtitles, legends or other graphic, visual, audio or word elements
- license and sub-license the Deliverables
- distribute the Deliverables with or without modifications to them,
- distribute copies of the Deliverables
- display the Deliverables publicly
- put the Deliverables on the Internet
- broadcast (online or otherwise) the Deliverables
- communicate the Deliverables to the public by telecommunication, by electronic publication, by press information services, by downloadable and non-downloadable files, by communication with computer terminals, by sending of telegrams, messages and wire service, by electronic and non-electronic publications, or by any other media of expression now known or later developed
- reproduce the Deliverables by any technical procedure into paper, digital, electronic or non-electronic format
- prepare derivative works of the Deliverables
- store the Deliverables
- include the Deliverables in the indexes and databases worldwide
- extract audio files from the Deliverables

- compile or decompile the Deliverables
- as well as any other rights that are necessary for the Agency to use the Deliverables efficiently in its future functions and mission.

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

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

II – GENERAL CONDITIONS

ARTICLE II. 1 – PERFORMANCE OF THE CONTRACT

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

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

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

taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

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

ARTICLE II. 2 – LIABILITY

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

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

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

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

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

ARTICLE II. 3 - CONFLICT OF INTERESTS

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

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

Contractor shall replace, immediately and without compensation from the Agency, any member of his staff exposed to such a situation.

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

II.3.3 The Contractor declares:

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

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

ARTICLE II. 4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

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

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

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

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

II.4.2 Interim payment:

At the end of each of the periods indicated in the Specific Contract the Contractor shall submit to the Agency a formal request for payment accompanied by those of the following documents which are provided for in Annex I to the Contract and/or Annex A to Specific Contract:

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

If the report is a condition for payment, on receipt the Agency shall have the period of time indicated in the Annex I to the Contract and/or Annex A to Specific Contract in which:

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

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

Where the Agency requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Annex I to the Contract and/or Annex A to Specific Contract. The new report shall likewise be subject to the above provisions.

II.4.3 Payment of the balance:

Within sixty days of completion of the tasks referred to in each order or Specific Contract, the Contractor shall submit to the Agency a formal request for payment accompanied by those of the following documents, which are provided for in Annex I to the Contract and/or Annex A to Specific Contract:

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

If the report is a condition for payment, on receipt the Agency shall have the period of time indicated in Annex I to the Contract and/or Annex A to Specific Contract in which:

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

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

Where the Agency requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in Annex I to the Contract and/or Annex A to Specific Contract. The new report shall likewise be subject to the above provisions.

ARTICLE II. 5 – GENERAL PROVISIONS CONCERNING PAYMENTS

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

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

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

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

ARTICLE II. 6 – RECOVERY

II.6.1 If total payments made exceed the amount actually due or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in Euro on receipt of the debit note, in the manner and within the time limits set by the Agency.

II.6.2 In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

II.6.3 In the event of failure to pay by the deadline specified in the request for reimbursement, the Agency may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. The Agency may also claim against the guarantee, where provided for.

ARTICLE II. 7 - REIMBURSEMENTS

II.7.1 Where provided by the Specific Contract, the Agency shall reimburse the expenses that are directly connected with provision of the services on production of original supporting documents, including receipts and used tickets.

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

II.7.3 Travel expenses shall be reimbursed as follows:

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

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

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.4.

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

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

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

ARTICLE II. 9 – CONFIDENTIALITY

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

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

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

- II.10.1** The Contractor shall authorise the Agency to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.9 shall apply.
- II.10.2** Unless otherwise provided by the Special Conditions, the Agency shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Agency.
- II.10.3** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Agency and shall mention the amount paid by the Agency. It shall state that the opinions expressed are those of the Contractor only and do not represent the Agency's official position.
- II.10.4** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Agency has specifically given prior written authorisation to the contrary.

ARTICLE II. 11 – TAXATION

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

ARTICLE II. 12 – FORCE MAJEURE

- II.12.1** *Force majeure* shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour

disputes, strikes or financial problems cannot be invoked as *force majeure* unless they stem directly from a relevant case of *force majeure*.

II.12.2 Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with *force majeure*, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

II.12.3 Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by *force majeure*. Where the Contractor is unable to perform his contractual obligations owing to *force majeure*, he shall have the right to remuneration only for tasks actually executed.

II.12.4 The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II. 13 – SUBCONTRACTING

II.13.1 The Contractor shall not subcontract without prior written authorisation from the Agency nor cause the Contract to be performed in fact by third parties.

II.13.2 Even where the Agency authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Agency under the Contract and shall bear exclusive liability for proper performance of the Contract.

II.13.3 The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Agency is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II. 14 – ASSIGNMENT

II.14.1 The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Agency.

II.14.2 In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Agency.

ARTICLE II. 15 – TERMINATION BY THE AGENCY

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

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the Agency can justify;
- (d) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (e) where the Agency seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Agency as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Agency's opinion, have a significant effect on the performance of the Contract;
- (i) where provision of the services under a pending order or a Specific Contract has not actually commenced within fifteen days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Agency;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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

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

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

II.15.4 Consequences of termination:

In the event of the Agency terminating the Contract or a pending order or Specific Contract in accordance with this Article and without prejudice to any other measures

provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

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

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

ARTICLE II.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, the Agency may terminate the Contract.

Where such errors, irregularities or fraud are attributable to the Contractor, the Agency may in addition refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

Article II.15.4. shall apply.

ARTICLE II. 16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Agency's right to terminate the Contract, the Agency may decide to impose liquidated damages of 0.2% of the amount of the relevant purchase per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Agency within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Agency and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II. 17 – CHECKS AND AUDITS

- II.17.1** Pursuant to Article 93 of the Financial regulation applicable to the budget of the European Chemicals Agency and Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.2** The Agency or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.3** In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last implementation.

ARTICLE II. 18 – AMENDMENTS

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

ARTICLE II. 19 – SUSPENSION OF THE CONTRACT

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

SIGNATURES

For the Contractor,

[*Company name/forename/surname/function*]

signature[s]: _____

Done at [, [date]

In duplicate in English.

For the Agency,

Mr Geert Dancet, Executive Director

signature[s]: _____

Done at Helsinki, [date]

ANNEX I

Tender Specifications

ANNEX II

Contractor's tender

The tender documents submitted by the Contractor and accepted by the Agency on the basis of invitation to tender ECHA/2009/40 shall form an integral part of this Framework Contract.

5.3.2 Model Specific Contract

SPECIFIC CONTRACT No [complete]⁵⁰
implementing Framework Contract No ECHA/2009/40 Lot No[complete]

The European Chemicals Agency (hereinafter referred to as "the Agency"), which is represented for the purposes of the signature of this contract by [official name in full],

of the one part,

and

[official name in full]
[official legal form]
[statutory registration number]
[official address in full]
[VAT registration number]

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

of the other part,

HAVE AGREED

ARTICLE 1: SUBJECT

- 1.1 This Specific Contract implements Framework Contract No ECHA/2009/40/Lot No [complete] signed by the Agency and the Contractor on [complete date] [*and renewed on complete date*].
- 1.2 The subject of this Specific Contract is [short description of subject].
- 1.3 The consultant (s) shall be [name of consultant(s)].
- 1.4 The Contractor undertakes, on the terms set out in the Framework Contract and in this Specific Contract and the annex[es] thereto, which form an integral part thereof, to perform the tasks as specified in Annex A of the Specific Contract.

⁵⁰ Options [*in italics*] to be deleted where not applicable.
Options [in roman] to be completed.

ARTICLE 2: DURATION

- 2.1 This Specific Contract shall enter into force on the date on which it is signed by the last contracting party.
- 2.2 Implementation of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- 2.3 The duration of the tasks shall not exceed [*days/months*]. Implementation of the tasks shall start from the [*date of entry into force of this Specific Contract*] or [*indicate date*]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.
- 2.4 The duration of the Contract may be extended for additional tasks which are a repetition of similar services or a continuation of the work carried out under the Contract, provided that these services or work conform to the same basic project. This extension shall be done only with the express written agreement of the parties before the period specified in 2.3 elapses.
- 2.5 The consultant shall work overtime only upon request by the Agency. Approved overtime is compensated according to Annex I to Framework Contract.

ARTICLE 3: PRICE

- 3.1 The total amount to be paid by the Agency under this Specific Contract for the services specified in Annex A shall be EUR [amount in figures and in words]. The contract price is all-inclusive, including the costs of all requirements of the Technical Specifications in Annex I.
- 3.2 In addition to the amount specified in Article 3.1, in exceptional cases travel and subsistence expenses shall be reimbursed according to the provisions of Art. I.3.3 of the Framework Contract.

ARTICLE 4: PAYMENTS

Payments under the Contract shall be made in accordance with Article I.5. of the Framework Contract. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

4.1. Pre-financing:

The pre-financing as provided by Art. II.4.1 of the Framework Contract is not applicable to this Contract.

4.2. Interim payment:

The interim payment as provided by Article II.4.2 of the Framework Contract is not applicable to this Contract.

4.3. Payments:

- Payments shall be carried out monthly.
- The request for payment of the Contractor shall be admissible if accompanied by a report specifying the tasks, worked days and hours per resource after the Agency has verified it against the Flexitime follow-up system which is in use in the Agency.
- The Agency shall have twenty days from receipt to approve or reject the report, and the Contractor shall have fourteen days in which to submit additional information or a new report.
- Within thirty days of the date on which the report is approved by the Agency, payment corresponding to the relevant invoices shall be made.

ARTICLE 5: GENERAL ADMINISTRATIVE PROVISIONS

5.1 Any communication under this Specific Contract shall be made in accordance with Article I.7 of the Framework Contract.

5.2 The persons responsible for the implementation of this Specific Contract are:

For the Agency:

European Chemicals Agency
P.O. Box 400,
00121 HELSINKI, Finland
[Name & Office address of the contract manager]
Email: [to be completed]

For the Contractor:

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

ARTICLE 6: PLACE OF PERFORMANCE

The tasks shall be carried out at the premises of [*the Agency*].

ARTICLE 7: ANNEXES

The following annexes form an integral part of this Specific Contract:

Annex A: Technical annex

Annex B: Contractor's offer dated [complete]

SIGNATURES

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

For the Agency,
[forename/surname/function]

signature[s]: _____

signature[s]:_____

Done in [place], [date]

Done in [Helsinki], [date]

In duplicate in [English].

Specific Contract N° XXXX

Annex A

Technical Annex

1. Nature of the contract:

Provision of technical IT consulting services Lot No [complete]

2. Object of the contract:

The European Chemicals Agency wishes to procure the services of IT consultant (s) with the profile described below

The service contract will be concluded with a single provider.

3. Expected Deliverables (if requested):

4. Description of required IT resources:

X man days – profile of consultant– preferred start date:

Weekly availability: 5 days/week

Location: Helsinki, Annankatu 18

Requisites

Assets

5. Reporting:

Annex B

Contractor's Offer

5.3.3 Request for Services Form



Helsinki,
ECHA/.../ D(2009)

**Subject: Request for Services No ECHA/200../
under Framework Contract ECHA/2009/40
LOT [...]**

Dear Sir/Madam,

This Request for Services is based on the Framework Contract ECHA/2009/40 for the provision of IT consulting services which the European Chemicals Agency (ECHA) established in autumn 2009.

This Request for Services is a competitive procedure within the Lot [...] for technical IT consulting. The Request for Services is sent out to all companies participating in the relevant lot.

The competition follows the procedure laid down in the Technical Specifications of the Framework contract ECHA/2009/40.

The European Chemicals Agency (ECHA) wishes to procure technical IT consulting services starting in This Request for Services covers the following profiles:

LOT []:

X man days – Profile – preferred start date

You may give an offer for one or more LOTs (resource groups). We would like to draw your attention to the fact that prices submitted in the Price Reference Table in **Annex III** must be all-inclusive prices, i.e. including ALL costs of ALL requirements of the

Technical Annex I. No extra-costs shall be mentioned anywhere in your offer. All costs related to your offer shall be in the Price Reference Table (Annex III).

The duration of the contract may be extended on the basis of this competition, within the limits of the tasks expressed in the technical specifications.

The Technical Specifications are to be found in **Annex I**.

If you are interested in participating in this Call for Tender, signed tenders may be sent in a closed envelope including 2 copies,

- a) **either sent by registered mail**, posted no later than 00/00/200.., (date as postmark);
- b) **or sent by courier services**, no later than 00/00/200... (date of deposit slip);
- c) **or delivered by hand**, in person or by an authorised representative no later than **16:00 hours** on 00/00/200.., (date of acknowledgement of receipt by the Agency) *to the following address.*

<p><i>European Chemicals Agency (ECHA)</i> <i>Invitation to tender No: ECHA/200../...</i> <i>Finance Unit R1</i> <i>PO Box 400</i> <i>Annankatu 18</i> <i>00121 Helsinki</i> <i>Finland</i></p>

Please mark the envelope clearly with the subject: "ECHA/200../.... Tender"

Please note that late submission will lead to the exclusion of the tender from the award procedure for the Contract.

The offer must remain valid for a period of two months following the final date for submitting tenders. By submitting a bid, each tenderer is aware of the following conditions:

- any tenderer accepts the Technical Specifications and the Special Conditions of the Service Contract, whose draft is provided in **Annex II**.
- any tender submitted shall become the property of the European Chemicals Agency. If certain parts of the offer should contain company confidential information, this information is to be clearly separated and labelled as "CONFIDENTIAL". Price information is not considered company confidential. The opening procedure is not public.
- ECHA shall not reimburse expenses incurred in preparing and submitting tenders. The tendering procedure shall not involve ECHA in any obligation to award the Contract.

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

- submission of a tender binds the Contractor to whom the Contract is awarded during performance of the Contract.

The tender, which may be accompanied by technical descriptions and documentation, is to be established respecting the following rules, using the Price Reference Table provided in **Annex III**. Prices must be:

- indicated in EURO,
- showing prices with and without VAT,
- fixed and non-revisable

Award of the Contract:

The Contract will be awarded to the tender presenting the best overall score provided it is in conformity with the Technical Specifications for this public contract. Non complying tenders will be rejected. In order to compute the best overall score among the tenders, ECHA shall use the information provided by the tenderers to evaluate the following three award criteria:

1. Price (weight 40%)
2. Relevant competence of offered consultants – based on provided CVs (weight 50%)
3. Availability – making resources available as close to the desired start time as possible (weight 10%).

Please note that if considered necessary ECHA may interview the proposed candidates on the phone to clarify the content of the CV. The Agency reserves the right to request, after the submission of the tender, any **document** judged necessary for the evaluation of the bid.

Yours faithfully,

.....
Executive Director

- ANNEX I: Technical Annex
- ANNEX II: Draft Service Contract (for information)
- ANNEX III: Price Reference Table

Annex III

Tender number: ECHA/2009/40

Pricing

Description of the lot:

- Lot 1: Microsoft Windows System Administrator**
- Lot 2: Unix System Administrator**
- Lot 3: Database Administrator**
- Lot 4: Application Administrator**
- Lot 5: Network Administrator**
- Lot 6: Storage and Back-up Administrator**
- Lot 7: Software Engineer**
- Lot 8: IT Security**
- Lot 9: Quality Assurance**
- Lot 10: Project Manager**

Nature of services:

Date (dd/mm/yyyy)

Offering company

Pricing model for the tender is time based.

VAT 22 %

Consultant	Specialist Competence level (Consultant, Senior Consultant)	Area	Price, €/day	Offered quantity, man days	Total, €, VAT 0%	Total, €, VAT (%)
(fill name)	(fill competence level)	(fill area)	(fill unit price)	(fill amount)		

