

ECHA/2011/185

Quality Management Software as a Service

**Open Procurement Procedure
Specifications and Model Contract**

Contract Notice: OJ S 215-349913

CONTENTS

1. Technical Specification	3
1.1. Background	3
1.2. The Service	4
2. The Contract	5
2.1. Nature of the Contract	5
2.2. Starting Date of the Contract and Validity	5
2.3. Place of performance	5
2.4. Terms of payment.....	5
2.5. Guarantees.....	5
2.6. Liability	6
2.6.1. Joint Offers	6
2.6.2. Subcontracting.....	6
2.7. Data Protection.....	6
3. Assessment Procedure	7
3.1. Contract between the Tenderer and the Agency.....	7
3.2. Opening of the Tenders	8
3.3. Evaluation of the Tenders	8
3.4. Award of the Contract.....	11
4. The Tender.....	13
4.1. General Terms and Conditions	13
4.2. Content of the Tender.....	14
4.2.1. General.....	14
4.2.2. Structure	14
4.3. Form of the Tender.....	20
4.4. Submission of the Tenders	20
5. Annexes	22
5.1. Annex 1: Contractual Documentation - Draft Service Contract.....	23
5.2. Tender Documentation	39
5.2.1. Eligibility Documentation	39
5.2.2. Exclusion Criteria Documentation	49
5.2.3. Selection Criteria Documentation – Financial and Economic Capacity.....	51
5.2.4. Selection Criteria Documentation – Contract Reference Form	53
5.2.5. Selection Criteria Documentation – Technical Requirements Certificate	55
5.2.6. Award Criteria Documentation	56
5.2.7. Checklist of Documents to be Submitted.....	65

1. Technical Specification

1.1. Background

Established on 1 June 2007, the European Chemicals Agency (ECHA) is at the heart of the new regulatory system for chemicals in the European Union set out in the REACH Regulation (REACH)¹. It has also been playing an important role in the new Regulation on the Classification, Labelling and Packaging of substances and mixtures (CLP)² since 2008. These legislative acts are directly applicable in all Member States without the need for their transposition into national law. The purpose of the REACH and CLP system is to ensure a high level of protection of human health and the environment and to facilitate the free circulation of substances within the single market. In addition, REACH promotes alternative methods to animal tests to assess the hazards of chemicals, and enhances competitiveness and innovation. REACH is based on the principle that it is for manufacturers, importers and downstream users to ensure that they manufacture, place on the market or use such substances that do not adversely affect human health or the environment. Its provisions are underpinned by the precautionary principle. More information about the Agency, its structure and activities can be found on the Agency website³.

ECHA's mission is to manage all REACH and CLP tasks by carrying out or co-ordinating the necessary activities, in order to ensure a consistent implementation at the Union level and to provide Member States and the European institutions with the best possible scientific advice on questions related to the safety and the socio-economic aspects of the use of chemicals. This is achieved by ensuring a credible decision-making process, using the best possible scientific, technical and regulatory capacities and by working independently in an efficient, transparent and consistent manner. ECHA currently employs approximately 500 staff members.

While approaching a more mature state with regard to its management and administration, ECHA is still further developing its management tools and internal procedures in the framework of its Integrated Quality Management System (IQMS), founded on the principles of the ISO 9001 standard. It includes in particular the development of the documentation of the process system and related procedures, so that they fit into the new structures of a fast developing Agency and are adapted to the level of risk associated with the effective running of operations.

ECHA IT environment includes in particular Documentum for managing the operations of business processes, SharePoint for Document Management, Active Directory for users management, Microsoft CRM for contact management, Microsoft Outlook for emails, Microsoft Office tools, and specific IT solutions based on ORACLE for certain business and administrative functions.

¹ Regulation (EC) No. 1907/2006

² Regulation (EC) No. 1272/2008

³ <http://www.echa.europa.eu>

1.2. The Service

In order to be able to manage its IQMS, ECHA needs the provision of a hosted service for managing elements of its Integrated Quality Management System.

All staff working at ECHA premises (between 400 and 700 persons) will have to work with the system, with basic rights for all modules. Among this staff, there are around 100 persons who intervene in the preparation and validation of the documentation (power users). 4 persons must have administrator rights (Quality Manager, Quality Assistant, and their back-ups).

It is required that the service provides the following functionalities to support the compliance with ISO 9001 standard:

1. Control of documents (Requirement 1)
2. Non-conformity (NC) management, including Corrective Actions(CA) and Preventive Actions(PA) management (Requirement 2)
3. Internal auditing (Requirement 3)

In addition, it is required that the system provides the following general functionalities:

4. The service must be fully hosted by the supplier, and there should be a minimal need for software installation at ECHA (client certificates for secure connections possible) (Requirement 4)
5. The Supplier must comply with the European Union legislation concerning data protection, access to documents and information, and protection of intellectual property (Requirement 5)
6. There must be an easy way to give access to the relevant quality documentation from ECHA applications (such as a weblink) (Requirement 6)
7. A copy of ECHA's data held by the supplier must be made available quarterly to the Agency, in a format compatible with MS Office applications (Requirement 7)

The existence of a process modelling tool with a good interface with these modules is an asset, but it is not required.

ECHA expects also to benefit from an online training and/or an efficient online and/or telephone support for its users.

2. The Contract

2.1. Nature of the Contract

This call for tender is launched by ECHA for the award of a Service Contract related to the provision of a hosted service for managing elements of ECHA's Integrated Quality Management System.

The Agency intends to establish a Service Contract with one contractor among the tenderers.

2.2. Starting Date of the Contract and Validity

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

It is expected to be signed in the first quarter of 2012.

The period of validity of the service contract will be 12 months after signature. It may be renewed up to 3 times for a period of 12 months, only with the express written agreement of the contracting parties.

2.3. Place of performance

The place of performance of the tasks shall be the Contractor's premises or any other place indicated in the tender, with the exception of the Agency's premises, unless agreed otherwise in writing by the parties.

2.4. Terms of payment

The payments will be made quarterly after the delivery of the service. The procedure for the approval of payments and the documents to be submitted are defined in the contract to be signed, in conformity with the model in 5.1.

The Agency may reject the request for payment if a copy of ECHA's data held by the supplier has not been made available quarterly to the Agency in a format compatible with MS Office applications.

2.5. Guarantees

No guarantee is required.

2.6. Liability

2.6.1. Joint Offers

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

Statements saying, for instance:

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

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

2.6.2. Subcontracting

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

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

During execution of the contract, the contractor will need the Agency's express 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 contract may be applied to sub-contractors.

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

2.7. Data Protection

Any response to the invitation to tender will require the recording and further processing of personal data (name, address, CV, for example). This data will be processed in accordance with the requirements of Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. Except if mentioned otherwise, replies to questions and personal data are necessary for the purpose of assessing a tender according to the specifications of the invitation to tender and will only be processed by

the Agency's Data Controller for this purpose. A tenderer may, upon request, obtain the communication of personal data and rectify any inaccurate or incomplete personal data. Any queries concerning the processing of personal data should be addressed to by the Agency's Data Controller (contracts-team@echa.europa.eu). As regards to the processing of personal data, a tenderer has the right to recourse at any time to the European Data Protection Supervisor.

3. Assessment Procedure

3.1. Contract between the Tenderer and the Agency

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

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

Such requests for further information may be made only in writing with the subject indication, « *ECHA/2011/185* » to the following e-mail address:

<i>Contracts-team@echa.europa.eu</i>

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

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

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

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

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

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

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

3.2. Opening of the Tenders

Tenders will be opened at 14:00 on 09/01/2012 at the following location:

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

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

3.3. Evaluation of the Tenders

The evaluation will be based on each tenderer's bid and on an online test of the service performed by ECHA. In addition, the Agency reserves the right to use any other information from public or specialist sources.

The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three successive stages.

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

The aim of each of these stages is:

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

Stage 1 – Application of Exclusion Criteria

In accordance with Articles 93 and 94 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the exclusion criteria form⁴.

⁴ See section 5.2.2

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

Stage 2 - Application of Selection Criteria

These criteria will be assessed on the basis of the documents indicated⁵.

<u>SELECTION CRITERIA</u>
<p>1. FINANCIAL AND ECONOMIC CAPACITY</p> <p>1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.</p> <p>Criteria:</p> <ul style="list-style-type: none"> • A minimum average annual turnover⁶ for the past 3 financial years of 500 000 euros <p><i>The economic and financial capacity will be assessed as defined in 4.2.2.1 C.) on the basis of the provision of the following documents available in section 5.2.3:</i></p> <ul style="list-style-type: none"> • <i>The completed Financial and Economic form(s) completed</i> • <i>A full copy of the tenderer's annual accounts</i>
<p>2. TECHNICAL AND PROFESSIONAL CAPACITY</p> <p>2.1 Sufficient experience in the field of the services described in Section 1.2.</p> <p>Criteria:</p> <ul style="list-style-type: none"> • A minimum of 5 contracts/customers for the provision of similar web-based services in the past year <p><i>The experience of the tenderer(s) will be considered sufficient if it (or they) are able to provide at least 5 references of customers as defined in 4.2.2.1 C.) using the form in 5.2.4.</i></p> <p>2.2 The service proposed meets the 7 requirements as described in Section 1.2:</p> <p><i>The compliance with these 7 requirements will be assessed as defined in 4.2.2.1 C.) on the basis of provision of the certificate based on the form in 5.2.5.</i></p>

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

⁵ See section 5.2.3

⁶ Or expenditure for public institutions

those entities put their resources at the disposal of the tenderer for the performance of the contract, as evidenced by a clear undertaking on the part of those entities.

Stage 3 - Application of Award Criteria

The contract shall be awarded under the best value for money procedure.

- **Technical Evaluation: Technical Merit**

The technical evaluation will be made by establishing an overall technical score for each proposal that takes into account the individual scores for the award criteria listed below:

No	Qualitative award criteria	Weighting (maximum points)
AW1	<i>Coverage of the functionalities for the required modules</i>	45
AW2	<i>Ease of use, quality of distance training and quality of distance support services for users</i>	10
AW3	<i>Level of security and business continuity</i>	10
AW4	<i>Reliability (measured by the proposed availability), bandwidth guaranteed and speed of access</i>	10
AW5	<i>Level of integration with ECHA systems</i>	15
AW6	<i>Existence of ISO 9001 certification or equivalent quality standard</i>	5
AW7	<i>Functionalities of a Process Modelling Tool interfaced with the other modules included in the offer</i>	5
	Maximum Score	100
<p><i>The award criteria will be assessed as defined in 4.2.2.2 on the basis of the following elements:</i></p> <ul style="list-style-type: none"> • <i>The technical questionnaire in 5.2.6.2</i> • <i>Any technical documentation provided by the contractor</i> • <i>A free trial of the product provided for 3 weeks on request of ECHA</i> 		

The selected tenders are assessed according to the above qualitative award criteria and is attributed a score (S) between 0 and 100.

Tenders scoring less than 60 overall points total or less than 30 points on criteria AW1 will be excluded from the rest of the assessment procedure.

Once this assessment is done, each offer gets a Technical Merit score (or TM) according to the following formula:

$$TM = (S/S_{max}) \times 50$$

In which:

TM = technical merit of the offer

S= Score of the offer (between 0 and 100)

S_{max} = maximum score among the tenderers

- **Financial Evaluation: Price Scoring**

Each offer gets a Price score (or P) between 0 and 50 points according to the following formula:

$$P = (P_{min}/P_0) \times 50$$

In which:

P = price score of the offer

P_{min}= Minimum average price per user among all tenders⁷

P₀ = Average price per user of the offer

- **Final Evaluation**

Each offer will receive a total score measuring its cost-effectiveness by adding the points for technical merit and the points for the price.

Final Evaluation	
Total Score	X= TM/P

The contract will be awarded to the tender which is the most cost-effective (offers the best value for money) by having the highest total score.

3.4. Award of the Contract

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

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

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the

⁷ Average price calculated, in euros, in the following way: (Price per user for 12 months between 400 and 499 users + Price per user for 12 months between 500 and 599 users + Price per user for 12 months between 600 and 699 users)/3

legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

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

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

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

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

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

1. The Agency shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
2. The Agency shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State.
3. Where the document or certificate referred to in paragraph 1 and 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 93 of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.
4. Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, and 3 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer or tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity

whenever necessary for the proper understanding of the evidence submitted or whenever the Agency requests it.

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

4. The Tender

4.1. General Terms and Conditions

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

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

The tenderer's tender, and the technical specifications, shall become 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 any expenses incurred by the tenderers in preparing and submitting tenders.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations 46 shall apply to this invitation to tender.

Variants are not allowed.

The tender must remain valid for a period of 6 months following the final date for the submission of tenders (see below). During this period, tenderers must maintain all the conditions of their tenders.

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

Up to the point of signature of the contracts, ECHA 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.

4.2. Content of the Tender

4.2.1. General

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

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

Tenders must include the following information:

- all the information and documents requested by the Agency in order to assess the tender;
- the price in euros;
- one specimen signature of an authorised agent (preferably in blue ink) on the legal entity form⁸, 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 tenders, the tenders must make it clear that the tenderers are able to fulfil the requirements of the specifications.

4.2.2. Structure

4.2.2.1. Section One: Administrative Proposal

A.) Eligibility Documentation

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

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

⁸ See section 5.2.1

- The Legal Entity Form⁹ is to be signed by a representative of the tenderer authorised to sign contracts with third parties.

- The Financial Identification¹⁰ Form shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker.

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

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

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

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

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

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

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

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

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

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

¹¹ Section 5.2.1

If the tenderer envisages subcontracting, the tender must include:

- a **document**¹² clearly stating 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 above, in particular article II.17 of the draft service contract.

B.) Exclusion Criteria Documentation

Tenderers or their representatives shall provide an **Exclusion criteria Form**¹⁴, as a declaration in their honour, duly signed and dated in which they:

- state whether or not they are in one or more of the situations referred to in Articles 93 and 94 of the Financial Regulation and detailed in the form;
- undertake to submit to the Agency any additional document relating to the exclusion criteria, that the Agency considers necessary to perform its checks, within seven calendar days following the receipt of the Agency's request.

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

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

Administrative or financial penalties may be imposed by the Agency on tenderers who are in one of the cases of exclusion provided for in Articles 93 and 94 of the Financial Regulation after they have been given the opportunity to present their observations.

These penalties are detailed in Article 96 of the Financial Regulation and Articles 133a and 134b of the Regulation laying down the rules for the implementation of the Financial Regulation¹⁵.

¹² To be provided in free format

¹³ See Section 5.2.1

¹⁴ See Section 5.2.2

¹⁵ http://ec.europa.eu/budget/biblio/documents/regulations/regulations_en.cfm

C.) Selection Criteria Documentation

General

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the suppliers involved in the bid. It should also contain any other document that they wish to include by way of clarification. The evidence for the selection criteria shall be assessed in the second stage of the evaluation of the tenders¹⁶.

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.

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

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

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

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

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

This proof is to be provided by submitting the completed **Financial and Economic Capacity Overview Form**¹⁷, as well as **a full copy of the tenderer's annual accounts** (balance sheet, profit and loss account, notes on the accounts and auditors' remarks when applicable) of the last three years, as approved by the general assembly of the company and, where applicable, audited and/or published. These documents must be certified by the tenderer.

If, for some exceptional reason which the Agency considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her

¹⁶ See Section 5.2.3

¹⁷ See Section 5.2.3

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.

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

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

Evidence of the technical and professional capacity of the providers involved in the tender must be furnished on the basis of at least **5 completed contract reference forms**. The tenderer must also indicate the customers (public and private), the name of a relevant contact and the start and end dates of the contract. The contacts may be called during the evaluation process.

In addition, the tenderers must certify that they are able to provide a service which complies with the 7 requirements in Section 1.2 by including in their offer a Technical Requirements Certificate¹⁸.

The absence of the 5 valid Contract Reference Forms and of the Technical Requirements Certificate will make it impossible for the offer to be considered for the next stage.

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

4.2.2.2. Section Two: Technical Proposal: Qualitative Award Documentation

This section is of great importance in the evaluation of the tenders, the award of the contract and the future implementation of any resulting contract. The technical proposal must respond to these technical specifications and provide, as a minimum, all the information needed for the purpose of awarding the contract.

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

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

It is stressed that the technical proposal must address all matters laid down in Chapter 1. by answering as precisely as possible the questions in the questionnaire (5.2.6.2) in order to score as many points as possible.

¹⁸ Certificate to provide in 5.2.5

In addition, each tenderer must provide a test access of 3 weeks in order to allow ECHA to test the proposed service.

Assessment basis for award criterion AW1 to AW7:

- Technical Questionnaire¹⁹
- Test access results
- Any other technical documentation provided in the offer

4.2.2.3. Section Three: Financial Proposal

A.) Financial award criteria documentation

Tenderers must use the financial form²⁰ to formulate their financial proposal.

The tenderers attention is drawn to the following points:

- prices must be expressed in euros;
- prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to the Agency by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderers responsibility to contact his national authorities to clarify the way in which the European Union 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 the first period of 24 months laid down in the contract. From the following period of execution of the tasks, as at each renewal, the amount may be revised upwards or downwards. This revision will be made only if one of the contracting parties requests it by registered mail received by the other party not later than three months before the anniversary of the date on which the contract was signed. The revision shall be determined by the trend in the harmonised consumer price index published by the Publications Office. This index is published in the monthly bulletin of the Statistical Office of the European Communities (Theme 2 - Economy and Finance, Collection Detailed tables, Money, finance and the Euro: Statistics).
- Where necessary, the price revision shall be calculated as follows:

¹⁹ See Section 5.2.6.2

²⁰ See Section 5.2.6.1

$$Ar = Ao \times (Ir/Io)$$

Ar - revised total amount

Ao - total amount of the original bid or the previous contract

Io - monthly index of the final date for submitting bids

Ir - monthly index of the date on which the price revision will take effect

- There will be no reimbursement of expenses not covered by the prices defined in the financial form.

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

4.3. Form of the Tender

The tender must be submitted under double sealed cover.

The outer envelope should bear the address as mentioned below.

The inner envelope should be addressed to the Financial Unit R1 and marked "*Invitation to tender No ECHA/2011/185*" and "*Not to be opened by the internal mail service*". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape. The inner envelope must also contain three sealed envelopes, one containing the administrative proposal, the second the technical proposal and the third the financial bid. Each of these envelopes must clearly indicate the content. The administrative proposal, the technical proposal and the financial bid must be submitted, in duplicate (one set of originals and one set of copies) and a third set in electronic format (on CD ROM).

4.4. Submission of the Tenders

Tenders must be:

- a) either sent by registered mail, posted no later than 23/12/2011, (date as postmark); to the following address:

European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2011/185
Financial Unit R1
PO Box 400, Annankatu 18
00121 Helsinki
Finland

- b) or sent by courier services, no later than 23/12/2011 (date of deposit slip), to the following address:

<p>European Chemicals Agency (ECHA) <i>Invitation to tender No: ECHA/2011/185</i> Financial Unit R1 Annankatu 18 00120 Helsinki Finland</p>

- c) or delivered by hand, in person or by an authorised representative no later than 16:00 hours Helsinki time on 23/12/2011, (date of acknowledgement of receipt by the Agency) to the address mentioned above.

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

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

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

5. Annexes

5.1. Annex 1: Contractual Documentation - Draft Service Contract

SERVICE CONTRACT

Contract Number – ECHA/2011/185

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]²¹

[statutory registration number]²²

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"²³), [represented for the purposes of the signature of this contract by [forename, surname and function,]]

of the other part,

HAVE AGREED

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

Annex I – Tender Specifications (Invitation to Tender No ECHA/2011/185)

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

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

²¹ Delete if contractor is a natural person or a body governed by public law.

²² Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

²³ 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".

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 Tender (Annex II).

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

I – SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT

- I.1.1 The subject of the Contract is the provision of a hosted service for managing elements of ECHA's Integrated Quality Management System for a maximum of 700 staff members including, 100 power users and 4 administrators as defined in 1.2 of annex I.
- I.1.2 The Contractor shall provide the services assigned to him in accordance with the Tender Specifications annexed to the Contract (annex I).

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 Provision of services may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3 The contract is concluded for a period of 12 months. The provision of services shall start from the date on which it enters into force.
- I.2.5 The Contract may be renewed up to 3 times under the same conditions, with the express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 – CONTRACT PRICES

- I.3.1 The maximum total amount to be paid by the Agency under the Contract shall be EUR (amount in figures and in words) covering all provided services.
The prices of the services shall be in accordance with the prices listed in Annex II.
- I.3.2 Prices shall be expressed in EUR.
- I.3.3 The prices shall be fixed and not subject to revision during the first two years of performance of the Contract.

From the beginning of the third year of performance of the Contract, the total amount may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter received by the other no later than

three months before the second anniversary of the date on which the Contract was signed.

This revision shall be determined by the trend in the harmonised consumer price index MUICP published by the Publications Office of the European Union in the Eurostat monthly 'Data in Focus' publication at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Ar = Ao \frac{Ir}{Io}$$

where

Ar = revised total amount;

Ao = total amount in the original tender;

Io = index for the month corresponding to the final date for submission of tenders;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.

I.4.1. Pre-financing:

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

I.4.2. Interim payment:

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

I.4.3. Payments:

- The dispositions of Art. II.4.3 are not applicable.
- Payments shall be carried out quarterly on the basis of a request for payment by the contractor stating the number of users and the price per user, and the total price to pay.
- All requests for payment must be accompanied by a copy of ECHA's data held by the supplier, in a format compatible with MS Office applications.
- The Agency shall have twenty days from receipt to approve or reject the request, and the Contractor shall have fourteen days in which to submit additional information.
- Within thirty days of the date on which the request is approved by the Agency, payment corresponding to the relevant invoices shall be made.

ARTICLE I.5 – 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]

[IBAN63 code: [complete]]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

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

Agency:

European Chemicals Agency

Annankatu 18

00121 Helsinki

Finland

Contractor:

Mr/Mrs/Ms [complete]

[Function]

[Company name]

[Official address in full]

ARTICLE I.7 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 1.7.1 The Contract shall be governed by the Union law, complemented, where necessary by the national substantive law of Finland.
- 1.7.2 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.8 – DATA PROTECTION

Any personal data included in or relating to the Contract, including its execution shall be processed pursuant to Regulation (EC) No 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. The data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by the Agency without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in application of Union law.

The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the Agency.

The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

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

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

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

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

ARTICLE I.9 – 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 3 months formal prior notice.

Should the Agency terminate the Contract, the Contractor shall only be entitled to payment corresponding to the services ordered and executed 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.

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, as well as the knowledge and skills, required for the execution of the tasks assigned to him.
- II.1.5 The Contractor shall neither represent the Agency nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6 The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

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

- a) staff executing the tasks assigned to the Contractor may not be given orders direct by the Agency;
 - b) 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 Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Agency. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action

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

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

ARTICLE II. 2 – LIABILITY

- II.2.1 The Agency shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Agency.
- II.2.2 The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under article II.13.
- 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.

- II.3.2 The Contractor shall abstain from any contact likely to compromise its 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 unjustified 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 the 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 – PAYMENTS

II.4.1. Pre-financing:

Where required by Article I.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

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

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

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

II.4.2. Interim payment:

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

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

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

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

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

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

II.4.3. Payment of the balance:

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the Agency a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

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

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

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

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

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

II.4.4. Payment currency and costs:

Payments are executed in the currency of the contract.

Costs of the transfer are borne in the following way:

- costs of dispatch charged by the bank of the Agency are borne by the Agency,

- cost of receipt charged by the bank of the Contractor are borne by the Contractor,
- all costs of repeated transfer caused by one of the parties are borne by the party who caused repetition of the transfer.

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.4 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 information has not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Agency may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Agency shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent.

Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 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 euros 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.

ARTICLE II. 7 - REIMBURSEMENTS

Non applicable

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 execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

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

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

ARTICLE II. 11 – TAXATION

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

ARTICLE II. 12 – FORCE MAJEURE

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

ARTICLE II. 13 – SUBCONTRACTING

- II.13.1 The Contractor shall not subcontract without prior written authorisation from the Agency nor cause the Contract to be performed in fact by third parties.
- II.13.2 Even where the Agency authorises the Contractor to subcontract to third parties, he shall nonetheless remain bound by his obligations to the Agency under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.13.3 The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Agency is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II. 14 – ASSIGNMENT

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

ARTICLE II. 15 – TERMINATION BY THE AGENCY

- II.15.1 The Agency may terminate the Contract, a pending order or a specific contract in the following circumstances:
- a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
 - c) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
 - d) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
 - e) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
 - f) where the Contractor is in breach of his obligations under Article II.3;
 - g) where the Contractor was guilty of misrepresentation in supplying the information required by the Agency as a condition of participation in the Contract procedure or failed to supply this information;
 - h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Agency's opinion, have a significant effect on the performance of the Contract;
 - i) where execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen 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 c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

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

II.15.4 Consequences of termination:

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

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

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

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

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

ARTICLE II. 16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Agency's right to terminate the Contract, the Agency may decide to impose liquidated damages of 0.2% 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 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.2 The Agency or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.3 In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last implementation.

ARTICLE II. 18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

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]: _____	For the Agency Mr Geert Dancet Executive Director signature[s]: _____
Done at [place], [date]	Done at Helsinki, [date]

In duplicate in English.

Annex I
Tender Specifications

Annex II
Contractor's Tender

5.2. Tender Documentation

5.2.1. Eligibility Documentation

Identification of the Tenderer

(in free text, to be filled by the tenderer)

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"/>																										
	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.***

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://ec.europa.eu/budget/execution/ftiers_en.htm

SIGNALETIQUE FINANCIER

TITULAIRE DU COMPTE BANCAIRE	
NOM	<input type="text"/>
ADRESSE	<input type="text"/>
COMMUNE/VILLE	<input type="text"/> CODE POSTAL <input type="text"/>
PAYS	<input type="text"/> NUMERO TVA <input type="text"/>
CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/> TELEFAX <input type="text"/>
E - MAIL	<input type="text"/>

BANQUE	
NOM DE LA BANQUE	<input type="text"/>
ADRESSE (DE L'AGENCE)	<input type="text"/>
COMMUNE/VILLE	<input type="text"/> CODE POSTAL <input type="text"/>
PAYS	<input type="text"/>
NUMERO DE COMPTE	<input type="text"/>
IBAN (optionnel)	<input type="text"/>

REMARQUES:

CACHET de la BANQUE + SIGNATURE du REPRESENTANT DE LA BANQUE (Les deux obligatoires)

DATE + SIGNATURE DU TITULAIRE DU COMPTE : (Obligatoire)

Subcontractor / Letter of Intent

ECHA/2011/185

The undersigned:

Name of the company/organisation:

Address:

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

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

Full name

Date

Signature

.....

Power of Attorney

POWER OF ATTORNEY – MODEL 1

Agreement / Power of Attorney

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

We the undersigned:

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

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

- (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 the Agency for the performance of the Contract.
 - b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.
- (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 the Agency related to the Supplies or the Services shall be made through the Group Leader's bank account .[*Provide details on bank, address, account number, etc.*].
- (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 the Agency in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the Agency, and shall see to a proper administration of the Contract.

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

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

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

POWER OF ATTORNEY – MODEL 2

Agreement / Power of Attorney

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

We the undersigned:

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

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

- (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 the Agency for the performance of the Contract.
 - b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.
- (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 the Agency related to the Supplies or the Services shall be made through the Group's bank account. [*Provide details on bank, address, account number, etc.*].
- (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 the Agency in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the

Services by the Group Members to the Agency, and shall see to a proper administration of the Contract.

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

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

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

5.2.2. Exclusion Criteria Documentation

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 operator²⁴*)
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:

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

In addition, the undersigned declares on their honour:

²⁴ To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.
- k) that the information provided to the Agency within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above²⁵.

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

²⁵ Mandatory for contracts of value above €125 000 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 – Financial and Economic Capacity

Financial and Economic Capacity Overview Form

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

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

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

5.2.4. Selection Criteria Documentation – Contract Reference Form

Contract reference form

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

A new Project Reference Form must be completed for each project.

5.2.5. Selection Criteria Documentation – Technical Requirements Certificate

Technical Requirement Certificate: (to be filled by the tenderer)

The proposed service includes the Control of documents in conformity with ISO 9001 (Requirement 1)	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
The proposed service includes Non-conformity (NC) management, with Corrective Actions (CA) and Preventive Actions (PA) management (Requirement 2)	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
The proposed service includes Internal auditing (Requirement 3)	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
The service is fully hosted by the supplier, and there will be a minimal need for software installation at ECHA (client certificates for secure connections possible) (Requirement 4)	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
The Supplier is complying with the European Union legislation concerning data protection, access to documents and information, and protection of intellectual property (Requirement 5)	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
There must be an easy way to give access to the relevant quality documentation from ECHA applications (such as a web link) (Requirement 6)	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
The supplier will be able to provide quarterly a copy of ECHA's data held by the supplier to the Agency, in a structured format compatible with MS Office applications (Requirement 7)	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>

Signature:

5.2.6. Award Criteria Documentation

5.2.6.1. Financial Form

Price per user for 12 months in Euros (between 400 and 499 users, among which 100 power users and 4 administrators as defined in 1.2) including the use of the service, the online training and the support	
Price per user for 12 months in Euros (between 500 and 599 users, among which 100 power users and 4 administrators as defined in 1.2) including the use of the service, the online training and the support	
Price per user for 12 months in Euros (between 600 and 699 users, among which 100 power users and 4 administrators as defined in 1.2) including the use of the service, the online training and the support	

Please make sure that all expenses related to the implementation of the contract are included in your offer

5.2.6.2. Technical Questionnaire

Name of the tenderer(s):

AW1	COVERAGE OF THE FUNCTIONALITIES FOR THE REQUIRED MODULES
------------	---

Functionalities of the module for the control of documents		Explanation if needed
Management of all Document Types / Formats	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Review (with review cycle management & feedback)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Change History	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Access Control (based on user authorisation level)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Formal Document Approval	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Change Request Management	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Customizable Meta-Data	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Revision Management & Version Control	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Revision Numbering	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Change Notification to End Users	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Archiving & Management of Obsolete Documents	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Predefined Review / Approval Workflows (based on pre-determined criteria)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
E-Mail (or other) Alerts triggered when a document's review is due	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Serial and Parallel Review / Approval Workflows	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Version Roll-back Feature	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Automatic Document Publication upon Approval (HTML / PDF?)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Management of (Scanned) Documents of External Origin	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Document Linkage: the facility to show that changes to one document may necessitate changes to others	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Forum / Bulletin-Board area for document discussion / collaboration	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	

Functionalities of the module for the nonconformity management (CAs & PAs)		Explanation if needed
Availability of NC Logging functionality for all staff members	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Corrective & Preventive Action Management	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Formal Approval & Closure	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Assignment of Responsibilities	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Assignment of Severity	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Root Cause Analysis Facility	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Record of Actions Taken	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Ability to link NCs to Audits (to enable Audit Closure)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Closure Due Date Reminders	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Detailed Nonconformity Logging	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Integration with Audit Management Tool	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Statistical Analysis & Reporting	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Customisable Reports	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Ability to specify Mandatory Fields on Data Entry Forms	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Measure of Effectiveness of Corrective Actions	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	

Functionalities of the module for Internal Auditing		Explanation if needed
Audit Planning & Scheduling	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Audit Due Date Reminders	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Definition of Responsibilities	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Allocation of Resources	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Management of Audit Reports (& other Audit Records)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Assignment and Management of Corrections, Root Cause Analysis, Corrective Actions and Preventive Actions	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Ability to link Audits to Processes	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Ability to link Audits to Corrective and Preventive Actions	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Ability to satisfy relevant ISO 9001 and ISO 27001 Clauses	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Definition of Audit Scope	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Management of Audit Scripts / Checklists	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Integration with Nonconformity Management Tool	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Statistics & Reporting with Customisable Reports	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Ability to specify Mandatory Fields on Data Entry Forms	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
User-defined Audit Calendars	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Differentiation between 1st, 2nd and 3rd Party Audits	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
User defined Auditor Pre-requisites (eg: knowledge of Prince II)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Export audit scheduling information to Microsoft Outlook	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	

AW2	EASE OF USE, QUALITY OF DISTANCE TRAINING AND QUALITY OF DISTANCE SUPPORT SERVICES FOR USERS
------------	---

Describe here what kind of assistance you provide for the installation & configuration, the type of trainings which are proposed, and the other support services you offer (The ease of use will be assessed based on the free trial which must be provided), with in particular a precise description of the help provided for the initial phase and the production phase (On-Line Help Facility, Printed User Documentation, Telephone and E-Mail Technical Support etc...)

AW3	LEVEL OF SECURITY AND BUSINESS CONTINUITY
------------	--

Describe here the security measures, business continuity measures, and disaster recovery measures taken to protect the information detained in the tenderer's premises

Describe here the proposed method to link with ECHA systems, and of the security measures proposed to avoid unauthorised access from intruders

Compulsory information to provide on security measures

Security	
Is the service provided certified under ISO 27001 or equivalent	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If not certified ISO 27001, is there an alternative certification and which one:
Existence of tiered access levels	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

AW4	RELIABILITY (MEASURED BY THE PROPOSED AVAILABILITY), BANDWIDTH GUARANTEED AND SPEED OF ACCESS
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Guarantee meantime to repair and description of compensations for the customer in case of non-conformity	
Guaranteed system availability	

Other elements concerning reliability

AW5	LEVEL OF INTEGRATION WITH ECHA SYSTEMS
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Describe how your product can be integrated with ECHA systems, with in particular the following elements:

Account management

- Method proposed to synchronise user data from current ECHA systems (Primarily: Employee Names, Departments & Job Titles)

- How are the rights going to be managed? Possible integration with Identity Management/Microsoft CRM

SharePoint

Integration with SharePoint in order to publish IQMS documents on ECHA's Internet which is based on SharePoint

Documentum

Possibility to integrate with workflow mechanisms provided by Documentum?

Possibility to inherit retention policies for specific document types from a Documentum repository

--

ECHA's Outlook E-Mail and Calendar Level of Integration with ECHA's Outlook E-Mail and Calendar systems (for workflow, reminders, actions, alerts, acceptance, approval)
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Visual Identity Possibility to produce document in conformity with ECHA's Visual Identity (at least using the logo and the fonts required)
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AW6	EXISTENCE OF ISO 9001 CERTIFICATION OR EQUIVALENT QUALITY STANDARD
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Are you ISO 9001 certified? Yes: No:

Have you another certification and which one:

(Join a copy of the certificates)

AW7	FUNCTIONALITIES OF A PROCESS MODELLING TOOL INTERFACED WITH THE OTHER MODULES INCLUDED IN THE OFFER (IF PROPOSED)
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For process modelling (if presented)		Explanation if needed
Multi-Level Drill-down capabilities	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Hyperlinking to specific areas on map or to other URLs	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Document attachment capabilities for all common document types	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Access Control (based on user authorisation level)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Document Review (with review cycle management & feedback)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Change Request Management (with full review and approval cycle)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Formal Document Approval	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Revision Management & Version Control	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Change Notification to End Users	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Change History (with Date/Time stamp per map)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Document publication in PDF	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Document Publication in HTML	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Resource Management (Names, Costs, Utilisation)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Revision Due Date Reminders	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Documentum Process Builder Compatibility (allowing maps to be exported to Process Builder)	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
Version Roll-back Feature	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	
BPMN Compliant	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	

Is there anything you would like to add?

Please attach the technical documentation on the product, if relevant.

5.2.7. Checklist of Documents to be Submitted

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

The number of the Section is referring to the Structure of the tender defined under 4.2.2.

Description	Section	Coordinator or group leader in joint bid	All partners in joint bid	Single or Main contractor	Sub-contractor
Power of attorney of partners in joint bid indicating the group leader (see Section 5.2.1)	1		■		
Letter of intent of subcontractor (see Section 5.2.1)	1				■
Legal Entity Form (see Section 5.2.1) Download the form from : http://ec.europa.eu/budget/execution/legal_entities_en.htm	1	■	■	■	■
Supporting documents for the Legal Entity File Form	1	■	■	■	
Financial Identification form (see Section 5.2.1) <u>Download the form from:</u> http://europa.eu.int/comm/budget/execution/ftiers_en.htm .	1	■		■	
Exclusion Criteria form (see Section 4.2.2.1 B.) and Section 5.2.2)	1	■	■	■	■
Financial and Economic Capacity Form (see Section 4.2.2.1 C.) and Section 5.2.3	3	■	■	■	
Full copy of the tenderers annual account (balance sheet, profit and loss account, notes on the account and auditors' remarks when applicable) of the <u>last 3 years</u> , as approved by the general assembly of the company and, where applicable, audited and/or published, <u>certified by the tenderer</u> .	3	■	■	■	■
5 contract reference forms for proving the technical and professional capacity of the tenderer (see 4.2.2.1 C.) and section 5.2.4)	3	■			

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

Description	Section	Coordinator or single tenderer
Technical Proposal and Technical questionnaire (see Sections 4.2.2.2 and 5.2.6.2)	2	■
Financial Form (see Sections 4.2.2.3 and 5.2.6.1)	3	■

The following documentation may be provided to support the technical offer

Description	Section	Coordinator or single tenderer
Technical Documentation on the proposed modules	2	■

In addition, the following service must be provided for 3 weeks on request of ECHA after reception of the offer.

Description	Section	Coordinator or single tenderer
A free trial of the product covering all proposed modules	2	■