

ECHA/2014/110

Framework Service Contract

Web services

**Open Procurement Procedure
Specifications**

Contract notice: OJ 2014/S 134-239652

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Disclaimer

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

1 Summary

Contracting authority	The European Chemicals Agency (ECHA) in Helsinki. □
Procedure	Call for Tender with publication in the Official Journal of the EU. Open procedure. □
Purpose	This call for tenders aims for the signature of a framework contract for the provision of web services. □
Lots	This call for tenders is divided in two lots: <ul style="list-style-type: none"> • Lot 1 – Web development • Lot 2 – Web design
Volume (indicative)	<p>The maximum overall value of the framework contract is estimated at 1.500.000 €, divided by:</p> <ul style="list-style-type: none"> • Lot 1 – Web development: 1.200.000 € • Lot 2 – Web design: 300.000 € <p>It should be stressed that framework contracts involve no direct commitment and, in particular, do not constitute orders per se. Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between the European Chemicals Agency and the tenderer during their period of validity. The indicated budget is a contractual budgetary ceiling. It is the potential maximum value of the framework contract over the whole duration of the contract. The estimate given above is purely indicative and does not bind the Agency in any way. The figure may be subject to revision.</p> <p>ECHA may exercise the option to increase the estimated market amount at a later stage via negotiated procedure with the successful tenderer(s) in accordance with Article 134(1)(f) of the Rules of Application of the Financial Regulation¹.</p>
Contracts	The European Chemicals Agency will sign a single framework service contract per lot with the successful tenderer/s offering best value for money. A Draft framework contract is attached in Annex 6.3.1.
Submission of offers	Tenderers may submit an offer for one or both lots. In case a tenderer decides to apply for both lots, it has to submit separate technical and financial offers for each lot.
Duration of the framework contract	The initial duration of the framework contract shall be 2 years with 1 possible renewal of 2 years.
Places of delivery	The place of performance of the services shall be the tenderer's premises and ECHA's premises, and any other place as agreed in a specific contract depending on the nature of the specific tasks.
Variants	Not permitted.
Joint offers	Permitted as announced in the Specifications.
Subcontracting	Permitted as announced in the Specifications.

¹ COMMISSION DELEGATED REGULATION (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

2 Introduction

2.1 About ECHA

The European Chemicals Agency (ECHA) is the driving force in implementing the EU's ground-breaking chemicals legislation for the benefit of human health and the environment. ECHA was founded in 2007 and is based in Helsinki, Finland. We are a modern, science-driven organisation which has grown rapidly to become one of the largest EU agencies.

ECHA has regulatory tasks related to four pieces of EU legislation¹: Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH); Classification, Labelling and Packaging of substances and mixtures (CLP); Biocidal Products Regulation (BPR); and the Prior Informed Consent (PIC).

The purpose of REACH is to ensure a high level of protection of human health and of the environment; to promote alternative methods to animal testing to assess the hazards of chemicals; to facilitate the free circulation of substances within the single market; and to enhance competitiveness and innovation.

The purpose of CLP is to ensure a high level of protection of human health and of the environment, as well as the free movement of substances, mixtures and certain articles, by harmonising the criteria for the classification of substances and mixtures, and the rules on labelling and packaging.

BPR aims to harmonise the European market for biocidal products and their active substances while providing a high level of protection for humans, animals and the environment.

PIC sets requirements for the import and export of certain hazardous chemicals. The regulation implements the Rotterdam Convention at EU level.

ECHA's Mission

ECHA is the driving force among regulatory authorities in implementing the EU's ground-breaking chemicals legislation for the benefit of human health and the environment as well as for innovation and competitiveness. ECHA helps companies to comply with the legislation, advances the safe use of chemicals, provides information on chemicals and addresses chemicals of concern.

ECHA's Vision

ECHA aspires to become the world's leading regulatory authority on the safety of chemicals.

ECHA's Values

Transparent

We actively involve our regulatory partners and stakeholders in our activities and are transparent in our decision-making. We are easy to understand and to approach.

Independent

We are independent from all external interests and impartial in our decision making. We consult members of the public openly before taking many of our decisions.

Trustworthy

Our decisions are science based and consistent. Accountability and the security of confidential information are cornerstones of all our actions.

Efficient

We are goal-oriented, committed and we always seek to use resources wisely. We apply high quality standards and respect deadlines.

Committed to well-being

We stimulate the safe and sustainable use of chemicals to improve the quality of human life in Europe and to protect and improve the quality of the environment.

2.2 Legal framework of ECHA procurement

The present Call for Tenders is governed by the Financial Regulation of the European Chemicals Agency (ECHA), which refers to the Financial Regulation (EU, EURATOM) No 966/2012 of the European Parliament and the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union (hereinafter referred to as the Financial Regulation), and repealing Council Regulation (EC, Euratom) No 1605/2002; as well as to the Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the Rules of Application of the Financial Regulation No 966/2012 (hereinafter referred to as the Rules of Application), as the regulatory framework for the procurement and contract management of the Agency.

In submitting his tender, the tenderer accepts in full and without restriction the requirements of these Tender Specifications, and the Special and General conditions governing this Contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation may lead to the rejection of the tender. No account can be taken of any reservation expressed in the tender as regards the tender dossier (if necessary, clarification may be requested by the potential tenderer concerned while the tender submission phase is open – see point 8, first paragraph, of the Invitation to Tender); any reservation may result in the immediate rejection of the tender without further evaluation.

3 The Services Required

3.1 Background

The aim of this call for tenders is the signature of a framework contract for the provision of web services for the European Chemicals Agency (ECHA). The call for tenders is divided in two lots:

- Lot 1 – Web development
- Lot 2 – Web design

3.1.1 Objectives

The main objectives of the contract are:

- To provide services in support of management and further development of the ECHA web products based on Liferay (LOT 1).
- To provide services in support of management, visual development and enhancement of the ECHA products and customer insight research (LOT 2).

Additional details on objectives, context and scope of the contract can be found in Annex 6.1.1 - Technical Specifications.

3.2 Description of Resources & Teams

The team(s) that will be deployed for the execution of the tasks under this contact shall be composed of qualified and experienced staff, with relevant competences and expertise and, whose availability is guaranteed for the whole duration of the Framework Contract (see annex 6.1.1 – Technical Specifications for more details).

For each LOT, ECHA identified key technical profiles that the tenderer may be required to deploy under the Framework Contract. For each of them a set of minimum requirements is defined in annex 6.1.1 – Technical Specifications.

The tenderer shall have availability of staff for each of the technical profiles mentioned above and matching the respective minimum requirements.

3.3 Description of Tasks

The tasks to be taken up by the successful tenderer(s) will be covering two different LOTS:

- LOT 1 - Web development;
- LOT 2 - Web design.

Detailed information on tasks descriptions for each LOT can be found in Annex 6.1.1 – Technical Specifications.

3.4 Deliverables & Desired Outcomes

In general, the number and format of deliverables shall vary, depending on the LOT and specific task. Detailed information on the deliverables and desired outcomes can be found in Annex 6.1.1 – Technical Specifications.

Please note that more specific details on deliverables will be provided in the separate Specific Contracts.

3.5 General conditions for the provisioning of services

3.5.1 Language

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

3.5.2 Place of performance

The normal place of performance of the services shall be ECHA's premises and the tenderer's premises, including the premises of partners and/or subcontractors and, any other place designated by the tenderer and agreed by ECHA.

As an exception, the Agency may request performance of the services outside the normal place of performance, depending on the nature of the specific project/tasks. In any such case, reimbursement of expenses shall be defined under each Specific Contract. The relevant provision of the framework contract shall apply (see article I.3.3 of Annex 6.3.1 for details).

3.5.3 Work time

As a rule, work at ECHA shall be carried out **within the normal working hours**, from 8 a.m. to 8 p.m., and on normal working days. Normal working days are Monday to Friday, except for ECHA holidays as defined in Annex 6.4 for 2014. Such holidays may differ from national ones, and will be notified every year in advance for the upcoming year.

For Time and Means Specific Contracts, please note that a full time equivalent day (FTE) is 8 hours. Deviations of more than 20% per day of service shall be agreed upfront with ECHA. The days and hours worked per resource will – at least on longer-term on-site assignments – be verified by ECHA against the Agency's electronic time-recording system, which tenderer's staff shall use regularly and properly to facilitate the verification of service hours in conjunction with invoicing.

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

For these exceptional situations, only the following surcharges may apply:

- On normal working days before 8 .a.m. and after 8 p.m.: 50 % of the corresponding person-day price for normal working hours, pro rata.
- On weekends and ECHA holidays: 100 % of the corresponding person-day price for normal working hours, pro rata.
- Surcharges do not apply during travels.

3.5.4 Training

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

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

In exceptional cases and on special request of the Agency, staff working for a Time & Means Specific Contract may be invited to attend a technical training course on relevant software, organized by the Agency in the Agency's premises. These trainings would occur during normal working hours and would not be paid separately as a training day. The same applies for any other related costs (e.g. travel cost).

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

3.5.5 Confidentiality

Prior to the signature of the Framework Contract, the tenderer is required to sign a Non-Disclosure Agreement (NDA) with the Agency.

Furthermore, upon signature of the Framework Contract, all tenderer's personnel (including those of partners and subcontractors/freelancers etc.) working under the Framework Contract shall sign a confidentiality declaration (see Article I.18 of Annex 6.3.1).

4 The Contract

4.1 The nature of the contract

The contractual relationship between the Agency and the successful tenderer will be governed by a special type of contract known as "Framework Contract". The Agency intends to establish a Framework Contract with a single service provider.

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

The contracting modes that may be used under the Framework Contract are fixed price, time and means, quoted time and means. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. Signature of the Framework Contract does not place the Agency under any obligation to place an assignment.

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

4.2 Starting date of the contract and duration of the tasks

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

The intended date for the signature of the Framework Contract is January 2015. An indicative timetable for this call for tenders is given below:

Milestones	Date	Comments
Launch date	04/07/2014	Contract notice sent to the Official Journal of the European Union
Deadline for submission of the offers	15/09/2014	
Opening session	25/09/2014	One tenderer's representative may attend
Notification to tenderers	12/2014	Estimated
Contract signature	01/2015	Estimated
Commencement date of activities	01/2015	Estimated

The initial duration of the Framework Contract shall be 2 years with 1 possible renewal of 2 years (i.e. max total duration 4 years).

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

4.3 Terms of payment

Payments shall be made in accordance with Article II.15 of the draft Framework Contract and of the respective articles in the draft specific contracts (see Annex 6.3 'Contractual documentation'). The terms and schedule of payment will be laid down in the specific contracts. As a rule, payments for recurring services and Time & Means contracts will be carried out on a monthly or quarterly basis (as specified in each specific contract). For assignments creating an obligation for the tenderer to provide deliverables payment will be based on prior acceptance of deliverables by the Agency. Requests for payment of accepted deliverables (see Section 4.7.2) shall be admissible only where they are based on an invoice made in good and due form. Each invoice must include the detailed list of services covered.

4.4 Guarantees

In the context of the implementation of a Specific Contract a performance guarantee may be required by the Agency (Article I.4.5 of the draft Framework Contract - see Annex 6.3.1).

Furthermore, the Agency refers to the requirements for the contractor regarding the insurance of its liability (e.g. professional risk indemnity insurance), as laid down in Article I.20 of the draft Framework Contract (see Annex 6.3.1). The contractor shall be insured, either through an already existing insurance, or an insurance taken specifically for this Framework Contract, in order to cover liability, which he could incur during the implementation of the Framework Contract.

4.5 Liability

4.5.1 Joint Offers

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

Statements saying, for instance:

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

are thus incompatible with the principle of joint and several liabilities. 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.

4.5.2 Subcontracting

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

During execution of the contract, the tenderer 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 subcontractor(s) and include in their sub-contracting documents that Article II.18 of the Framework Contract may be applied to subcontractors.

Once the contract has been signed, Article II.7 of the Framework Contract shall govern subcontracting.

4.6 Data Protection

Any response to the invitation to tender will require the recording and further processing of personal data (name, address, CV, for example). This data will be processed in accordance with the requirements of Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. Except if mentioned otherwise, replies to questions and personal data are necessary for the purpose of assessing a tender according to the specifications of the invitation to tender and will only be processed by the Agency's Data Controller for this purpose. A tenderer may, upon request, obtain the communication of personal data and rectify any inaccurate or incomplete personal data.

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

Where the Contract requires the processing of personal data by ECHA, any personal data shall be processed pursuant to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the EU institutions and bodies and on the free movement of such data. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the contract without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

The contractor shall have the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.

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

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

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

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

4.7 Implementation of the contract

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

4.7.1 Order types

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

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

4.7.1.1 Fixed Price orders

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

The following conditions relating to fixed price orders apply:

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

4.7.1.2 Time & Means orders

Time & Means (TM) orders are executed inside or outside the Agency's premises (i.e. on-site or intra-muros or off-site or extra-muros). In some cases, on the Agency's request, travels outside the normal location can be required.

The following conditions relating to Time & Means orders apply:

- In a Time & Means order the Agency specifies the workload (e.g. person-day) and its specific needs for requested profiles.
- The tenderer must present proposals meeting the requirements as specified in the Service Requests and associated documents. Tenderer's proposed staff must match the requested profile description in the Framework Contract and the specific needs defined in the Service Request.
- The tenderer must be able to propose per requested profile at least one qualified personnel to choose from. Pre-defined CV forms must be used. All information indicated in the CV has to be correct and validated.
- The offer must also include the financial bid in line with the unit prices of the framework contract. The financial proposal must include the price and the reimbursable costs, where applicable. The price must be based on the fixed prices per person-day indicated in the financial proposal for the Framework Contract. The prices must be all-inclusive. However, travel expenses shall be reimbursed, but only in case of work performed at a location other than the Agency's premises by onsite consultants, or in case of work performed at a location other than the Contractor's premises by offsite consultants, as indicated in the request for services.
- Prior to the signature of the specific contract, the Agency will verify that the team of personnel proposed by the tenderer meets the requirements of the service request of ECHA and of the profiles in the framework contract. Personnel proposed must be available at the start of the assignment. Personnel proposed must be available for interviews.
- When personnel approved by ECHA is no longer available before the start of the implementation of a specific contract, the tenderer is obliged to inform the Agency immediately. If the specific contract is not yet signed by both parties, the tenderer shall propose as soon as possible, and at the latest within a maximum of 5 working days from the date when the need for replacement is known, new personnel with equivalent qualifications and experience with respect to those of the personnel originally approved by the Agency, and as required for the profile. If the specific contract is signed, but not yet being implemented, the Agency can either ask for a replacement with the performance of 10 working days free of charge or exercise its rights under the framework contract.
- During the implementation of a specific contract, in case of replacement at the initiative of the tenderer, the tenderer must immediately inform the Agency and propose as soon as possible, and at the latest within a maximum of 5 working days from the date when the need for replacement is known, personnel with qualifications and experience equivalent to those of the replaced personnel. Prior agreement of the Agency with the replacement must also be obtained. In case of such a replacement, the handover period must be between 10 and 20 working days (depending on the complexity of the relevant work), free of

charge for the Agency. If no handover is possible and additional training is needed for the replacement personnel approved by ECHA, at least 15 working days (free of charge for the Agency) must be performed by the replacement personnel. Any such replacement will be effected at no additional cost to the Agency.

- During the implementation of a specific contract, upon written request from the Agency the tenderer must present as soon as possible and within a maximum of 5 working days the CV of personnel with equivalent qualifications and experience to immediately replace the personnel who has proved incapable of carrying out the tasks to the required standards and according to the requirements described in the specific contract. The replacement personnel selected by the Agency will be given sufficient training during an adequate handover period between 10 and 20 working days depending on the complexity of the relevant work (free of charge for ECHA) so that s/he may be immediately operational when the initial personnel is withdrawn. If no handover is possible and additional training is needed for the replacement personnel approved by ECHA, at least 15 working days free of charge for the Agency must be performed by the replacement personnel. Any such replacement will be effected at no additional cost to the Agency.
- In case of force majeure, if tenderer's personnel is no longer able to carry out the assignment, the tenderer is obliged to inform the Agency and immediately provide a competent replacement personnel and arrange sufficient training (during an adequate handover period when possible) to guarantee continuity of the service provided to the Agency. Any such replacement will be effected at no additional cost to the Agency. This interim replacement may ultimately be replaced by personnel having the same qualifications and experience as the personnel replaced due to force majeure.
- In case of replacement, with the exception of the immediate reaction to a situation of force majeure, the tenderer must propose a minimum of two candidates with the equivalent qualifications and experience with respect to those of the replaced personnel and as required for the relevant profile. If the tenderer does not propose suitable replacement personnel, the Agency may exercise its rights under the framework contract.
- The holidays or other long periods of planned absence of the tenderer's personnel are expected to be agreed in advance with the Agency. On the Agency's demand, during holidays or other periods of planned absence, the tenderer may be required to provide an adequate replacement. The replacement personnel will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to the Agency. All such training and handover work will be carried out at the tenderer's expense.
- The invoicing will be based on the number of days performed.

Remarks:

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

4.7.1.3 Quoted Time & Means orders

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

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

- In a Quoted Time & Means order the Agency specifies in the service request the different services to be provided, namely the different sub-tasks to be executed in a project, the total number of person-days as well as the duration of the specific contract. The Agency may also specify the required profiles.
- Unless otherwise agreed in the specific contract, the work will be normally performed off site, typically on the tenderer's premises. If required meetings and the physical delivery of a sub-task – including acceptance process –, have to be done at the Agency's premises. In principle, these activities will not exceed an average of one day per week.
- The tenderer must present a proposal meeting the requirements as specified in the service request and associated documents (e.g. technical annex with description of sub-tasks). The offer must include a technical proposal based on the requirements, the profiles and workload (person days). The financial proposal has to be based on the profiles and their workload and be in line with the unit prices of the framework contract.
- The offer must include the list of personnel and their CVs proposed for the execution of the order. Tenderer's personnel must match the requested profile description as laid down in the framework contract.
- The work is divided into various sub-tasks performed during the execution of the specific contract. The Agency will provide the tenderer with a detailed description of each sub-task. The tenderer will send the Agency a proposal for the execution of each sub-task (including the workload and time schedule) on the basis of a number of person-days with the requested profile(s). When agreement with the Agency has been reached, a Quoted Time and Means form must be signed by both parties. Only agreed costs for the specified sub-tasks are chargeable, after acceptance by the Agency.
- The contractual warranty applies to the sub-tasks accepted by the Agency.

- On the Agency's demand, the tenderer must replace personnel who prove incapable of carrying out the specified tasks to the required standards. The replacement personnel will be given sufficient training during an adequate handover period, so that he/she may be immediately operational when the original personnel is withdrawn. Any such replacement and training, if required, will be carried out at no additional cost to the Agency.
- The tenderer shall give a month notice to the Agency of any personnel changes in the team. The prior agreement of the Agency must be obtained.
- In case of 'force majeure', if the original personnel is no longer able to carry out the work, the tenderer is obliged to inform the Agency, immediately provide a competent replacement personnel and arrange sufficient training (during an adequate handover period where possible) to guarantee continuity of the service provided to the Agency. Any such replacement will be effected at no additional cost to the Agency.
- In case of replacement, the tenderer must propose a minimum of two replacement personnel with the equivalent qualifications and experience and as required for the profile. If the tenderer does not propose suitable replacement personnel, the Agency may immediately terminate the specific contract.
- On the Agency's demand, during holidays or other periods of planned absence by the personnel employed, the tenderer will be required to provide an adequate replacement. The replacement personnel will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to the Agency. All such training and handover work will be carried out at the tenderer's expense.
- When personnel is no more available before the start of a new specific contract, the tenderer is obliged to inform the Agency immediately and provide adequate replacement as indicated above.
- The invoicing requires the acceptance of the deliverables by the Agency, and is based on real workload of the profiles used in the specific contract (i.e. QTM assignments). The request for payment of the tenderer shall be admissible if accompanied by a report specifying the tasks and deliverables accepted by the Agency.

4.7.2 Acceptance of work

Official acceptance of the work carried out will take place at milestones during and at the end of each Specific Contract execution, after acceptance of all deliverables forming part of the assignment according to the default procedures described in Annex 6.1.1 – Technical Specifications. Invoices may be issued only for executed tasks that have been completed and duly accepted.

For the specification of deliverables please refer to section 3.4 in this document, and Annex 6.1.1 – Technical Specifications.

4.8 Warranties

The Tenderer shall guarantee:

(i) To deliver services in a professional way a reasonable person would do in similar circumstances and in accordance with generally accepted standards and practices for similar services, as provided by Articles I.13 and I.19 of the Framework Contract;

(ii) The results of deliverables from services provided will continue to meet the Technical Specifications;

(iii) The software deliverables will be error free for a period of six (6) months after final acceptance and after each installation of an upgrade. The warranty period is extended by the sum of the recovery times for all critical and major issues, where ECHA cannot use the software deliverable during the warranty period.

(iv) Tenderer's personnel will continue to meet the agreed qualification with respect to training, expertise and experience for the duration of the Framework Contract;

(v) The services and deliverables provided on the basis of this Framework Contract and their use by ECHA shall not infringe the intellectual property rights of others.

4.9 Intellectual Property Rights

Any deliverable, information asset, software asset, etc. created or used within the realm of this Framework Contract, which is not specifically licensed by the tenderer or purchased/licensed from a third party, shall be the intellectual property of ECHA, even when stored on the tenderer's premises. At the end of the Framework Contract or in case of termination/not renewal, the tenderer shall hand over to the Agency all such assets in line with the "hand-over procedure" as laid down in Annex 6.1.1 – Technical Specifications.

4.10 Amendments to the Framework Contract

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

5 The procurement procedure

5.1 Preparation of the tender

5.1.1 General

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

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

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 form², and a statement from the same agent confirming the validity of the tender;
- the name and contact details of a contact person in relation to the submission of the bid.

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

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

5.1.2 Content of the tender

Tenders must be presented in three sections:

Section one: Administrative proposal – including documentation regarding eligibility, exclusion and selection criteria (see section 5.1.2.1).

Section two: Technical proposal – including documentation and proposal regarding quality award criteria (see section 5.1.2.2).

Section three: Financial proposal - including documentation and proposal regarding financial award criterion (see section 5.1.2.3).

If a tenderer bids for both Lots, one single tender dossier may be submitted. In this case, section one, may be common to both Lots (making a clear reference to the respective Lot for the evidence to be provided), whereas sections two and three shall be Lot specific.

² See section 5.1.2.1

5.1.2.1 Section One: Administrative proposal

Eligibility documentation

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

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

This call for tenders is not covered by the Government Procurement Agreement (GPA).

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

The **Legal Entity Form**³ is to be signed by a representative of the tenderer authorised to sign contracts with third parties.

The **Financial identification**⁴ form shall be duly filled in and signed by an authorised representative of the tenderer and its banker.

The above forms must be accompanied by the evidence as indicated in the footnotes 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 subcontractors (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.

³ This form is available at:
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

⁴ The form is available at:
http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

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**⁵, depending on the set up that has been chosen by the tenderers.

If the tenderer envisages *subcontracting*, the tender must include:

- a **document**⁶ clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent**⁷ by each proposed subcontractor(s) 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 in these Tender Specifications and in the draft Framework Contract attached (in particular article II.18 of the Framework contract).

Exclusion criteria documentation

Tenderers or their representatives shall provide a **declaration on their honour**⁸, duly signed and dated in which they:

- state whether or not they are in one or more of the situations referred to in Articles 106 and 107 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 equal to or exceed 30% of the total contract value (independently of the individual subcontractor's contribution to the contract by value), the potential subcontractor(s) must also provide the form (as required from the potential tenderer). The same applies regarding the requirement to present evidence of compliance with the exclusion criteria.

⁵ See Annex 6.2.1

⁶ To be provided in free format

⁷ See Annex 6.2.2

⁸ See Annex 6.2.3

By returning the above-mentioned form, duly signed and dated, 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 106 and 107 of the Financial Regulation after they have been given the opportunity to present their observations.

These penalties are detailed in Article 109 of the Financial Regulation and Articles 142 and 145 of the Rules of Application.

Selection criteria documentation

General

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid. It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification. The evidence for the selection criteria shall be assessed in the second stage of the evaluation of the tenders⁹.

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 sub-contracting for which the total amount envisaged is equal to or exceed 30% of the total contract value (independently of the individual subcontractor's contribution to the contract by value), evidence of the ability of 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 one also required from the tenderer, however, subcontractor(s) have to provide the documents to prove their capacity only for the parts of the contract that are relevant to them. The evidence provided will be checked to ensure that the tenderer with the subcontractor(s) altogether fulfil the criteria.

⁹ See Section 5.4

Selection criterion 1: Evidence of the economic and financial capacity of the service provider(s)

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

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

All tenderers must provide proof of their economic and financial capacity. In the case of joint offer or subcontracting each partner in a joint offer and all subcontractors shall provide the evidence for the economic and financial capacity mentioned above. The assessment of whether the minimum average annual turnover¹¹ criterion is met will be based on a consolidated assessment (tenderer plus partners/subcontractors).

Selection criterion 2: Evidence of the technical and professional capacity of the service provider(s)

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

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

Evidence of the technical and professional capacity of the providers involved in the tender must be furnished on the basis of the following documents:

a) Evidence for selection criterion 2.1 (Staff Capacity)

Tenderers shall present their ability to provide consistent, skilled business and technical resources and to ensure that individual resources will be committed throughout the entire duration of the Contract.

The information to be provided shall not exceed **5 pages** (Arial 10, A4).

Tenderers must present a statement of their average annual manpower during 2012, 2013 and 2014 covering all profiles matching the respective requirements as listed in section 5.2 of the Technical Specifications (Annex 6.1.1). The statement must be provided using the form in Annex 6.2.6.

Please note that in case of bids for more than one lot by the same tenderer, staff may only be counted for one Lot and one profile.

¹⁰ See Annex 6.2.4

¹¹ In case of tenderers from outside the Eurozone, amounts of turnovers shall be calculated using exchange rates for December of the relevant financial year as published in the Official Journal of the European Union: http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm

b) Evidence for selection criterion 2.2 (Project Capacity):

Tenderers shall include a presentation of their Company (including history, organisation, activities, enrolment in the professional register, accounts handled, clients location, geographical point of presence and potential evolution, number of projects per year, personnel figures broken down by sales, administrative, support and implementation per region) of no more than **8 pages** (Arial 10, A4).

In order to prove his knowledge, expertise and track record the tenderer shall present a list of **three (3) projects** finalised during the years 2011-2014 (up to the date for submission of offers) under which he has provided services similar in terms of content, size and complexity to those described in this Call for Tenders, clearly identifying the sums, dates and recipients, public or private.

A detailed description of all the contract references must be provided using the attached form (see Annex 6.2.5). The information provided for each of these references shall not exceed **4 pages** (Arial 10, A4).

c) Evidence for selection criterion 2.3 (Service Delivery – only for Lot 1)

Tenderers must provide in their offer a detailed description of the infrastructure and technical facilities at their disposal for delivering the services that constitute the subject of the Contract.

The descriptive information provided for this section shall not exceed **5 pages** (Arial 10, A4).

5.1.2.2 Section Two: Technical proposal

Qualitative award criteria documentation

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

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

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressively covered by the tender, the Agency may decide to give a zero mark for the relevant qualitative award criteria.

5.1.2.3 Section Three: Financial proposal

Financial award criteria documentation

Tenderers must use the "Pricing sheet" in Annex 6.1.3 to formulate their financial proposal.

It is mandatory that the pricing is fully transparent and tenderers attention is drawn to the following points:

- The Price Catalogue in Annex 6.1.3 will be annexed to the Framework Contract and shall constitute an integral part of it. Unit prices in the Price Catalogue shall apply to specific contracts signed under the Framework Contract.
- 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 European Union is exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union 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 specific contracts placed during the first two (2) years of duration of the Framework Contract. Price revision shall be done in accordance with Article I.3.2 of the Contract (see Annex 6.3.1).

All tenders must contain all the information and all the supporting documents required by these specifications. Please note that it is not possible to modify the financial proposal after the submission of the tender. 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

5.1.2.4 Form of the tender

The tender must be submitted under double sealed cover.

The outer envelope should bear the address as mentioned below.

The inner envelope should be addressed to the Finance Unit R1 and marked "**Invitation to tender No ECHA/2014/110**" 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).

5.1.3 Submission of the tender

5.1.3.1 General terms and conditions for submission

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 bid, in conjunction with the technical specifications, shall be an integral part of the contract and will constitute annexes to the contract.

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

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

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

Variants are not allowed.

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

The tendering procedure shall not involve the Agency in any obligation to award the contract. Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure. This decision must be substantiated and the tenderers notified.

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

5.1.3.2 Requirements for submission

Tenders may be:

- a) either sent by registered mail, posted no later than 15/09/2014, (date as postmark); to the following address:

<p><i>European Chemicals Agency (ECHA)</i> <i>Invitation to tender No: ECHA/2014/110</i> <i>Finance Unit R1</i> <i>For the attention of Jaime Martin-Granizo</i></p>
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*PO Box 400
00121 Helsinki
Finland*

- b) or sent by courier services, no later than 15/09/2014 (date of deposit slip), to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2014/110
Finance Unit R1
For the attention of Jaime Martin-Granizo
Annankatu 18
00120 Helsinki
Finland*

- c) or delivered by hand, in person or by an authorised representative no later than 16:00 hours (EET) on 15/09/2014, (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 delivery will lead to the exclusion of the tender from the award procedure for this contract. Offers sent by e-mail or by fax will also be non-admissible. Envelopes found open at the opening session will also lead to non-admissibility of the tender. Consequently, tenderers must ensure that their bids are packed in such a way as to prevent any accidental opening during its mailing.

5.2 Contact between the tenderer and the Agency

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

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

Such requests for further information may be made only in writing with the subject indication, «ECHA/2014/110» to the following e-mail address:

procurement@echa.europa.eu

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

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

<http://echa.europa.eu/web/guest/about-us/procurement>

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.

5.3 Opening of the tenders

Tenders will be opened at 12:00 on 25/09/2014 at the following location:

<i>Office address: European Chemicals Agency (ECHA) Annankatu 18 00120 Helsinki Finland</i>

One (1) 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.

5.4 Evaluation of the tenders

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

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible offers, will be carried out in three successive stages.

Only offers 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.

Notwithstanding the above, when bidding for more than one Lot the Tenderer is to be aware that, to be awarded more than one framework contract, he must demonstrate in the offer the aggregated financial and economic, professional and technical capacity defined in the selection criteria for both Lots together.

The Agency will therefore verify, before awarding more than one Lot to the same Tenderer, whether the Tenderer sufficiently meets the aggregated capacity required by the selection criteria for the given Lot.

Should the Tenderer not be able to meet the cumulative capacity required in the selection criteria for both Lots for which he is bidding, the Tenderer is requested to express in the Tender his order of preference in view of potential contract award. In such a case, the Agency will decide on the award of the Lot following the order of preference expressed by the Tenderer.

5.4.1 Stage 1 – application of exclusion criteria

In accordance with Articles 106 and 107 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 form¹².

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).

5.4.2 Stage 2 - application of selection criteria

These criteria will be assessed on the basis of the documents indicated¹³.

<u>SELECTION CRITERIA</u>
1. FINANCIAL AND ECONOMIC CAPACITY

¹² See section 5.1.2.1

¹³ See section 5.1.2.1

LOT 1 - Web development
<p>1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.</p> <p>1.2 Minimum average annual turnover for the last two financial years: EUR 800,000</p>
LOT 2 - Web design
<p>1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.</p> <p>1.2 Minimum average annual turnover for the last two financial years: EUR 200,000</p>
2. TECHNICAL AND PROFESSIONAL CAPACITY
LOT 1 - Web development
<p>2.1 Staff Capacity: Capability of the tenderer to provide a sufficient number of qualified staff for the performance of the tasks under the Contract.</p> <p>The tenderer must have on average per year during 2012, 2013 and 2014 minimum a total number of 25 staff members covering all profiles matching the respective requirements as listed in sections 5.2.1 and 5.2.2 of the Technical Specifications (Annex 6.1.1).</p>
<p>2.2 Project Capacity: Sufficient recent experience in the provision of web development services, similar in scope and volumes to those relevant for this Call for Tenders.</p> <p>Minimum of three (3) projects for relevant services, at least one (1) of which using Liferay, which were finalised by the tenderer during the period 2011-2014 (up to the date for submission of offers), with a minimum value per project of EUR 200,000.</p>
<p>2.3 Service Delivery Facilities: Adequate facilities and infrastructure in terms of technical capacity to provide the services relevant for this Call for Tenders.</p> <p>Availability of adequate IT facilities and infrastructure (hardware/software) for software development, testing, implementation, maintenance and support.</p>
LOT 2 - Web design
<p>2.1 Staff Capacity: Capability of the tenderer to provide a sufficient number of qualified staff for the performance of the tasks under the Contract.</p> <p>The tenderer must have on average per year during 2012, 2013 and 2014 minimum a total number of 10 staff members covering all profiles matching the respective requirements as listed in sections 5.2.1 and 5.2.3 of the Technical Specifications (Annex 6.1.1).</p>
<p>2.2 Project Capacity: Sufficient recent experience in the provision of web design services, similar in scope and volumes to those relevant for this Call for Tenders.</p> <p>Minimum of three (3) projects for relevant services which were finalised by the tenderer during the period 2011-2014 (up to the date for submission of offers), with a minimum value per project of EUR 50,000.</p>

5.4.3 Stage 3 - application of award criteria

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

- Qualitative award criteria: Tenderers will be assessed on the basis of the submitted offer,
- Financial award criteria: Tenderers will be assessed in relation to price.

5.4.3.1 Qualitative award criteria

No	Qualitative award criteria	Weighting (maximum points)
LOT 1 – Web development		
1.	Quality of the proposal with respect to the level it shows understanding of the services to be performed and appropriateness of the tenderer’s overall approach and proposed methodology for conducting the activities described in Annex 6.1.1 - Technical Specification;	20
Scenario (Annex 6.1.2, Section 2)		
2.	Quality of the proposed project approach to manage and execute the scenario’s tasks and relevant deliverables showing a clear understanding of the tasks to be executed, the appropriateness of the work breakdown structure and time line;	40
3.	Appropriateness of the organisational set-up (structure, roles, responsibilities, interfaces etc.) of the resources allocated to the project showing the tenderer’s capacity to successfully execute the scenario’s tasks and deliver in an effective and reliable manner.	20
4.	Appropriateness of the quality assurance and risk management measures put in place for the project.	20
Maximum Total points (LOT 1)		100

The evidence (as part of the technical offer) provided for criterion no 1 shall not exceed **60 pages** (Arial 10, A4) in total, including cover pages, indexes, figures, annexes and table of contents. Any extra page above this limit will not be taken into account for the assessment. If company’s information material/documentation (i.e. brochures, catalogues, instructions manuals, booklets, leaflets etc.) is submitted as part of the evidence, tenderers are requested to clearly define a link between the information submitted and the part of the Tender Specifications addressed.

For the purpose of the assessment of the technical offer in relation to criteria no 2, 3 and 4 (scenario) the tenderer shall provide a Project Management Quality Plan (PMQP) detailing, in particular:

- Approach proposed to manage and execute the scenario's tasks and relevant deliverables;
- Composition and organisation of the resources allocated to the project;
- Risk management and quality assurance measures for the project.

The proposed PMQP shall not exceed **25 pages** (Arial 10, A4) in total, including cover pages, indexes, figures, annexes and table of contents. Any extra page above this limit will not be taken into account for the assessment.

No	Qualitative award criteria	Weighting (maximum points)
LOT 2 – Web design		
1.	Quality of the proposal with respect to the level it shows understanding of the services to be performed and appropriateness of the tenderer's overall approach and proposed methodology for conducting the activities described in Annex 6.1.1 - Technical Specification;	20
Scenario (Annex 6.1.2, Section 3)		
2.	Quality of the proposed project approach to manage and execute the scenario's tasks and relevant deliverables showing a clear understanding of the tasks to be executed, the appropriateness of the work breakdown structure and time line;	40
3.	Appropriateness of the organisational set-up (structure, roles, responsibilities, interfaces etc.) of the resources allocated to the project showing the tenderer's capacity to successfully execute the scenario's tasks and deliver in an effective and reliable manner.	20
4.	Appropriateness of the quality assurance and risk management measures put in place for the project.	20
Maximum Total points (LOT 2)		100

The evidence (as part of the technical offer) provided for criterion no 1 shall not exceed **40 pages** (Arial 10, A4) in total, including cover pages, indexes, figures, annexes and table of contents. Any extra page above this limit will not be taken into account for the assessment. If company's information material/documentation (i.e. brochures, catalogues, instructions manuals, booklets, leaflets etc.) is submitted as part of the evidence, tenderers are requested to clearly define a link between the information submitted and the part of the Tender Specifications addressed.

For the purpose of the assessment of the technical offer in relation to criteria no 2, 3 and 4 (scenario) the tenderer shall provide a Project Management Quality Plan (PMQP) detailing, in particular:

- Approach proposed to manage and execute the scenario’s tasks and relevant deliverables;
- Composition and organisation of the resources allocated to the project;
- Risk management and quality assurance measures for the project.

The proposed PMQP shall not exceed **20 pages** (Arial 10, A4) in total, including cover pages, indexes, figures, annexes and table of contents. Any extra page above this limit will not be taken into account for the assessment.

Tenders scoring less than 70 % in the overall points resulting from the sum of criteria 1, 2, 3 and 4, or less than 50% in the points awarded for the single criterion will be excluded from the rest of the assessment procedure.

5.4.3.2 Financial award criteria and Final evaluation

Tenderers shall complete the ‘Pricing Sheet’ in Annex 6.1.3 in their entirety for the services concerned. The Pricing Sheet is divided into Tabs:

- Tab 1.0 and Tab 2.0 of the ‘Pricing Sheet’ contain the Price Catalogue for Lot 1 and for Lot 2 respectively and will serve as price lists on the basis of which the services to be delivered under the corresponding Lot, via Specific Contracts, will be invoiced to ECHA (with such values constituting the upper limit of the applicable price). To this end, Tab 1.0 and Tab 2.0 will be an integral part of Annex II of the Framework Contract;
- Tab 1.1 and Tab 1.2 of the ‘Pricing Sheet’ contain the Cost Scenario for Lot 1 and for Lot 2 respectively, which will be used as a basis for comparison of the different tenders. Prices used in the Cost Scenario (Tab 1.1 and Tab 1.2 of the ‘Pricing Sheet’) shall be identical to the prices quoted in the Price Catalogue (Tab 1.0 and Tab 2.0 of the ‘Pricing Sheet’ respectively). For each Lot, the **final** price resulting from the respective Cost Scenario will be the reference price for evaluation.

The contract will be awarded to the tenderer which submits the tender offering the best value for money by weighting quality criteria against price on 60/40 basis.

Tenderers will be **ranked** based on the **total value of points** allocated to each of them, according to the following formula:

$$\text{score for tender X} = \frac{\text{cheapest price}}{\text{Price of tender X}} \times 40 + \frac{\text{Total quality score (out of 100) for all award criteria of tender X}}{100} \times 60$$

Tenderer with the highest score resulting from this calculation will be awarded with the contract.

5.5 Award of the contract

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

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

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

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

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

The Agency shall not sign a contract with the successful tenderer until a standstill period of 10 calendar days has elapsed, running from the day after the simultaneous dispatch by electronic means 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 106 and 107 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 calendar 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 106(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 106(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 106 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.

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.

6 Annexes

6.1 Documentation for the award criteria

The technical documentation consists of the following documents:

- Annex 6.1.1 – Technical Specifications
- Annex 6.1.2 – Scenarios
- Annex 6.1.3 – Pricing Sheet

6.2 Administrative documentation

The administrative documentation includes forms concerning identification and eligibility of tenderers, as well as exclusion and selection criteria.

- Annex 6.2.1 – Power of Attorney document
- Annex 6.2.2 – Letter of intent
- Annex 6.2.3 – Exclusion criteria form
- Annex 6.2.4 – Financial and Economic Capacity Overview Form
- Annex 6.2.5 – References sheet
- Annex 6.2.6 – Company information sheet

6.3 Contractual documentation

The contractual documentation consists of the following documents:

- Annex 6.3.1 – Draft Framework Service Contract
- Annex 6.3.2 – Draft Specific Contract Model – Fixed Price
- Annex 6.3.3 – Draft Specific Contract Model – Quoted Times & Means
- Annex 6.3.4 – Draft Specific Contract Model – Time & Means
- Annex 6.3.5 – Model Performance Guarantee
- Annex 6.3.6 – Daily subsistence allowances and accommodation flat-rates
- Annex 6.3.7 – Statements from contractor regarding intellectual property rights
- Annex 6.3.8 – Model Confidentiality Declaration
- Annex 6.3.9 – Model Non-Disclosure Agreement

6.4 ECHA Public Holidays 2014

1. January 1, Wednesday, New Year's Day
2. January 6, Monday, Epiphany
3. April 18, Friday, Good Friday
4. April 21, Monday, Easter Monday
5. May 1, Thursday, Labour Day
6. May 9, Friday, R. Schuman Day
7. May 29, Thursday, Ascension Day
8. June 9, Monday, Whit Monday
9. June 20, Friday, Midsummer Eve
10. August 15, Friday, Assumption Day
11. December 24, Wednesday, Christmas Eve
12. December 25, Thursday, Christmas Day

- 13. December 26, Friday, Boxing Day
- 14. December 29, Monday, End-of-Year closure
- 15. December 30, Tuesday, End-of-Year closure
- 16. December 31, Wednesday, New Year's Eve

6.5 Checklist of documents to be submitted

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

Description	Section	Coordinator or group leader in joint bid	All partners in joint bid	Single or Main contractor	Sub-contractor
Power of attorney of partners in joint bid indicating the group leader (see section 5.1.2.1)	1		■		
Letter(s) of intent of subcontractor(s) (see section 5.1.2.1)	1				■
Legal Entity Form (see section 5.1.2.1)	1	■	■	■	■
Supporting documents for the Legal Entity Form	1	■	■	■	
Financial Identification Form (see section 5.1.2.1)	1	■		■	
Exclusion Criteria Form (see section 5.1.2.1)	1	■	■	■	■ (30%)
Evidence of Economic and financial capacity (see sections 5.1.2.1 and 5.4)	1	■	■	■	■
Financial and Economic Capacity Overview Form	1	■	■	■	■
Evidence of Technical and professional capacity (see sections 5.1.2.2 and 5.4)	1	■	■	■	■
References sheet (see section 5.1.2.1)	1	■		■	
Company information sheet (see section 5.1.2.1)	1	■		■	

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 offer	2	■
Financial offer	3	■