

ECHA/2016/400

**Framework Contract for the provision of IT
infrastructure services to the European Chemicals
Agency in Helsinki (ECHA)**

Phase I and Phase II

**Competitive Procedure with Negotiation
(Article 135 of the Rules of Application of the EU
Financial Regulation)**

Specifications

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DISCLAIMER

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

SUMMARY

Contracting authority	The European Chemicals Agency (ECHA) in Helsinki.
Procedure	<p>A Competitive Procedure with negotiation based on Article 135 of the Rules of Application of the Financial Regulation¹.</p> <p>In Phase I any interested economic operator may submit a request to participate in this Procedure, but only those selected on the basis of the announced exclusion and selection criteria, as well as with regard to compliance with the minimum requirements of the service, will be invited to submit a tender.</p> <p>In Phase II the submitted tenders will be evaluated against the quality and price award criteria in order to identify the most economically advantageous tender for ECHA. The technical and financial offers of the tenderers may be subject to negotiation, as described in this document. After the launch of Phase II, ECHA may organise an info session with the selected candidates.</p> <p>These Specifications concern Phase I of the Procedure (Selection of Candidates). The award criteria, and related documentation, to be used in Phase II are provided in this document for information (section 2.5.2).</p>
Purpose	Selection of Candidates to be invited to submit a tender in Phase II of a competitive procedure with negotiation for the establishment of a Framework Contract for the provision of IT infrastructure services to ECHA.
Scope of Contract	<p>The Framework Contract will consist in the provision of the following IT services:</p> <ul style="list-style-type: none"> - Cloud and infrastructure services - Service Management Portal - Service Management - Consultancy services - Transformation services - Security services

¹ See below the Legal Framework of ECHA Procurement.

Volume (indicative)	<p>The maximum value of the Framework Contract shall be 35 400 000 Euros over its maximum potential duration of 7 years, with an initial contractual period of five years and the possibility of extending the contract by two one-year renewals (5 + 1 + 1).</p> <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 Contractor during their period of validity. The indicated budget is a contractual budgetary ceiling. It is the potential maximum overall 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>By virtue of article 134 (1)(e) and article 134 (4) of the Rules of Application of the Financial Regulation, ECHA reserves the option to launch a negotiated procedure with the Contractor chosen as a result of the present call for tenders for new services consisting in the repetition of similar services, during the three years following the signature of the original contract. The new services will be awarded on the same conditions of the initial contract and to the extent needed by the Agency to fulfil its needs within the overall duration of the Contract.</p> <p>The increase is not expected to go beyond 50% of the initial value of the Framework Contract and the new services will be awarded in case infrastructure needs arise for new and/or existing IT systems of the Agency falling under the scope of services of this Framework Contract.</p>
Contract award (Phase II)	The European Chemicals Agency will sign the Contract with the successful Candidate submitting the most economically advantageous tender.
Location	The place of performance of the services under the Framework Contract shall be the Contractor's premises and/or ECHA's premises, and any other place as agreed in a specific contract depending on the nature of the tasks.
Language	The working language of the Agency is English. The English language shall be used throughout the execution of the Contract for all communication, reports and other documentation.
Joint offers	Permitted as described in the current document.
Subcontracting	Permitted as described in the current document.

INTRODUCTION

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 legislation²: 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.

² On the ECHA web site (<http://echa.europa.eu/>), the REACH, CLP, BPR and PIC Regulations are located in section "Document Library".

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.

More information about the Agency, its structure and activities can be found on the Agency website³, where also the Work Programme 2017⁴ and the Multi-Annual Work Programme⁵ can be found.

Legal framework of ECHA procurement

The present procedure is governed by the Financial Regulation of the European Chemicals Agency (ECHA), which refers to the Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council of 28 October 2015, amending Regulation (EU, Euratom) No 966/2012, on the financial rules applicable to the general budget of the Union (hereinafter referred to as the Financial Regulation - FR), as well as to the Commission Delegated Regulation (EU) 2015/2462 of 30 October 2015, amending Delegated Regulation (EU) No 1268/2012, 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 (hereinafter referred to as the Rules of Application - RAP), as the regulatory framework for the procurement and contract management of the Agency.

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

In submitting their request to participate, the Candidate accepts in full and without restriction the requirements of these Specifications as the sole basis of this procedure. Candidates are expected to examine carefully and comply with all instructions, forms and specifications contained in this dossier. Failure to submit a request to participate containing all the required information and documentation may lead to its rejection.

No account can be taken of any reservation expressed in the request to participate as regards the procurement documents (if necessary, clarification may be requested by a potential candidate concerned while the submission phase is open – see section 8 of Invitation to submit a request to participate); any reservation may result in the immediate rejection of the request to participate without further evaluation.

³ <http://echa.europa.eu/>

⁴ <http://echa.europa.eu/web/guest/about-us/the-way-we-work/plans-and-reports>

⁵ <http://echa.europa.eu/web/guest/about-us/the-way-we-work/plans-and-reports>

1 GENERAL INFORMATION

1.1 BACKGROUND

Please refer to section 2 of the Technical Specifications in Annex 4.1.1.

1.2 THE NATURE OF THE CONTRACT

1.2.1 THE SERVICES IN SCOPE

- Title of the contract: Framework Contract for the provision of IT infrastructure services to the European Chemicals Agency in Helsinki ("the Contract").
- Short description of the contract:

This framework contract aims at provisioning the following services:

- Cloud and infrastructure services
- Service Management Portal
- Service Management
- Consultancy services
- Transformation services
- Security services

The scope of the services to be provided under the Contract has been generally described in Annex 4.1.1 to these Specifications. The list of requirements is further detailed in the procurement documents, including the Technical Specifications, of Phase II of the competitive procedure with negotiation, which are already published at this stage.

1.2.2 THE MINIMUM REQUIREMENTS OF THE SERVICE

The requirements described in this section constitute minimum requirements so that the services fulfil the needs of ECHA, in accordance with Art.110.1.a of the Financial Regulation and Art. 139.1 of its Rules of Application. **Request to Participate must meet the minimum requirements to be compliant. Non-compliant proposals will be rejected.**

The minimum requirements may not be subject to change in any phase of the procurement procedure.

- **For the delivery of the services under the Framework Contract**
 - The elements presented in the Technical Specifications as a MUST/MUST NOT for the Contractor shall be understood as minimum requirements of the service to be provided under the Framework Contract, and non-compliance shall cause disqualification of the proposal from the Procedure.
- **For the delivery of the security rules and requirements:**
 - All service delivery facilities used by the Contractor for providing services to ECHA under the Framework Contract must be located in EU territory. The Contractor shall ensure, by having appropriate controls in place, that the Contractor's staff never accesses ECHA data or systems from outside this territory when delivering services to ECHA.

- **For all the work areas** in the Framework Contract:
 - Throughout the period of delivery of services under this Framework Contract, ECHA requires permanent remote access to the platforms hosted outside ECHA that support the Framework Contract implementation.
 - The request to participate and the tender must be **in compliance with the applicable environmental, social and labour law obligations** established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to the EU Public Procurement Directive⁶.

A checklist of minimum requirements can be found in Annex 4.5.3 (Minimum Requirements Checklist) to the Specifications. This checklist shall be filled in and signed by the Candidate, and has to be submitted as part of the request to participate in Phase I.

1.2.3 THE TYPE OF CONTRACT

ECHA aims at concluding a Contract in the form of a single framework contract with one service provider.

The draft Contract is provided as part of the procurement documents of the Procedure for information.

1.3 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

It is expected that the Contract will be signed by the end of quarter two of 2018 (completion of the competitive procedure with negotiation), and the implementation should start tentatively as of Q3-2018.

The maximum potential duration of the Framework Contract is 7 years.

1.4 INFORMATION ABOUT THE PROCEDURE

The process that ECHA will follow for the signature of the Contract is divided in phases, as detailed below:

PHASE I Selection of candidates: based on the assessment of the submitted request to participate against the above minimum requirements of the service, and the announced exclusion and selection criteria.

PHASE II Competitive procedure with negotiation: The selected candidates will be invited to submit a technical and financial offer. For information, the procedure is described in section 2.6

This document contains the Specifications for the two phases of the procurement procedure.

The award criteria of the procedure can be found in Section 2.5.2 for information purposes. The award criteria announced by ECHA may not be subject to negotiation.

⁶ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement.

1.4.1 SELECTION OF CANDIDATES

A contract notice is published on the Official Journal of the EU and all interested economic operators can submit a request to participate. The submitted proposals will be assessed against the minimum requirements of the service, as well as the exclusion and selection criteria, as set out in these Specifications⁷.

As a result of the assessment of the requests to participate received in Phase I the Agency shall select the candidates that will be invited to submit a tender in Phase II of the Procedure. No fewer than three (3) candidates shall be invited, provided that a sufficient number of requests to participate satisfy the criteria defined in Phase I.

1.4.2 AVAILABILITY OF DOCUMENTS

The Notice (published on the Official Journal of the EU) and the administrative and technical documents relevant for submitting a request to participate in Phase I can be downloaded from e-tendering (link in the Invitation to submit a request to participate) and ECHA website: <https://echa.europa.eu/about-us/procurement>

Phase II of the competitive procedure with negotiation will be launched when the selected Candidates in Phase I will simultaneously receive the invitation to submit a tender. For confidentiality reasons, some – a limited number - of the procurement documents of Phase II are not be made available on e-tendering or ECHA's website at the start of the procedure and will be provided only to the selected Candidates of Phase I, upon the signature of a Non-Disclosure Agreement⁸. See in section 1.11 (Confidentiality).

The files that will be provided upon signature of the NDA are:

- **Annex 1: IT Infrastructure Architecture (CMO)**
- **Annex 2: Network Service Model (CMO)**
- **Annex 3: IT BCP - IT Continuity Technical Preparedness Plan (CMO)**
- **Annex 4: ICT Change Management (CMO)**

ECHA requires the Candidates to provide in Phase I, together with their request to participate, the signed NDA.

The indicative timing for the launch of Phase II is Q1 2018.

1.4.3 LANGUAGES

Interested economic operators may submit their request to participate in any of the official languages of the European Union. Please note, however, that Candidates are invited to submit the request to participate in English because the spoken and written language of all communications with the successful Candidate during the implementation of the Contract shall be English.

⁷ See Annex 4.5.3 to these Specifications.

⁸ As provided for in Art. 153(1) RAP, in justified cases the contracting authority may transmit the procurement documents by other means if the procurement documents contain confidential information. In this case since some of the procurement documents of Phase II contain highly confidential information about ECHA, only the selected Candidates in Phase I will receive the full documents.

1.5 GENERAL TERMS AND CONDITIONS FOR SUBMITTING A REQUEST TO PARTICIPATE

Submission of a request to participate implies that the Candidate accepts all the terms and conditions of this procurement procedure set out in these Specifications including the Annexes hereto. Any reservation may result in the rejection of the request to participate without further evaluation.

Once ECHA has received the request to participate, it shall become the property of ECHA and shall be treated confidentially.

ECHA shall not reimburse expenses incurred by the Candidates in the preparation and submission of the request to participate in Phase I.

1.6 PERIOD OF VALIDITY OF THE REQUEST TO PARTICIPATE

The request to participate must remain valid for a period of nine (9) months following the final date for submission of the requests to participate in Phase I. During this period, the Candidates must maintain all the terms of their request to participate.

If during Phase II a more detailed analysis reveals that the request to participate of a Candidate selected in Phase I does not in fact meet the criteria laid out by ECHA in the Specifications of Phase I, and in particular the minimum requirements of the service, the Candidate will be excluded from the competitive procedure with negotiation.

1.7 OPENING OF THE REQUEST TO PARTICIPATE

The opening of the requests to participate will not be public. However, all Candidates will be informed of the decision regarding their requests to participate as soon as the selection by ECHA is completed.

1.8 NO OBLIGATION TO AWARD THE CONTRACT

The procurement procedure shall not impose on ECHA any obligation to proceed to Phase II, of the competitive procedure with negotiation, or to award the Contract.

Up to the point of Contract signature, the Agency may either abandon the procurement or cancel the award procedure, without the Candidates being entitled to claiming any compensation. ECHA will notify the decision and its reasons to the Candidates.

1.9 TAX EXEMPTION

The Protocol on the Privileges and Immunities of the European Union shall apply.

The European Union is exempt from all such duties and taxes in accordance with the provisions of Articles 3 and 4 of the *Protocol on the Privileges and Immunities of the European Union* annexed to the Treaty of Lisbon amending the Treaty on European Union and the Treaty establishing the European Community, signed at Lisbon, 13 December 2007, and to Article 15 paragraph 10 of the Sixth Council Directive 77/388/EEC of 17 May 1977 on the harmonisation of the laws of the Member States relating to turnover taxes, as amended. The Governments of the Member States grant exemption to the Institutions and Agencies either through refunds upon presentation of documentary evidence or by immediate exemption. ECHA will give the successful Candidate instructions concerning this point.

1.10 DATA PROTECTION

Any response to this procedure 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, or any legal statute that may replace it. Except if mentioned otherwise, replies to questions and personal data are necessary for the purpose of assessing a proposal according to the Specifications of this procedure and will only be processed by the Agency's Data Controller for this purpose. A Candidate may, upon request, obtain the communication of personal data and rectify any inaccurate or incomplete personal data. Under certain conditions, a right to erasure, restriction, objection and/or data portability also applies. Any queries concerning the processing of personal data should be addressed to the Agency's Data Controller. As regards to the processing of personal data, a Candidate has the right to recourse at any time to the European Data Protection Supervisor.

For the data protection obligations of the Contractor under the FWC, please refer to Art. I.9 and I.24 of Annex 4.2.1.

1.11 CONFIDENTIALITY

1.11.1 CONFIDENTIALITY OBLIGATIONS REGARDING ALL CANDIDATES AND/OR TENDERERS

As explained above in section I.4.2, some documents (e.g. annexes) that form part of the procurement documents of the procedure in Phase II are not publicly available on the publication platforms of the procurement procedure, for reasons of security and confidentiality.

Prior to the receipt of those not publicly available documents, the Candidates are required to sign a Non-Disclosure Agreement (NDA) with the Agency (Annex 4.5.2 to these Specifications). Accordingly:

- The Candidates/Tenderers may use the information received from the Agency in the context of this procurement procedure solely for the purpose of preparing and submitting a request to participate and/or a tender, and for the contract implementation in case of award;
- The documents are to be treated as confidential. Unauthorised disclosure by the economic operator of any information received from the Agency in the context of this procurement procedure to third parties, for any purpose different from the preparation and submission of a request to participate and/or tender and implementation of the contract, may result in his/her exclusion from the procedure and may lead to administrative, civil and criminal sanctions;
- The Candidates/Tenderers will have to maintain the confidentiality of the information contained in the documents and prevent its dissemination outside its organization, without written authorization from ECHA. They must assume the responsibility for any employee, agent, sub-contractor or others to whom they disclose information necessary for the preparation of the request to participate and/or tender in the context of this procurement procedure;
- ECHA will treat all communications from and replies to economic operators participating in this procedure as confidential and will not discuss or disclose their contents to third-parties, except for the requests for clarification received before the deadline for submission of requests to participate (Phase I) and tenders (Phase II). The Agency will,

however, retain the property of all requests to participate and/or tenders received, and reserve the right to use third-party support during the evaluation process. The third-party supporting ECHA shall also be bound by confidentiality, as laid out in the NDA.

1.11.2 CONFIDENTIALITY OBLIGATIONS REGARDING THE CONTRACTOR (WINNING TENDERER) ONLY

In accordance with the relevant IPR clauses in the Framework Contract, all the information, reports and other documentation derived from the contractual relationship between the Contractor and the Agency shall belong to the Agency. The Contractor must in any case guarantee the confidentiality of this information, including the details on the Agency's network infrastructure, and other aspects related to the provided services.

More specifically, confidentiality obligations are laid down in Articles I.17 and II.8 of the draft Framework Contract, as well as in the Non-Disclosure Agreement that the Contractor has been required to sign for the implementation of the Contract (see Annex 4.2.6). It is to be noted that this is the only NDA that the Agency and the Contractor shall sign. In case changes to the NDA are needed, they must be implemented only after receiving the express written agreement of the Agency.

In addition, the outside personnel authorised by the Agency to implement Article II.24.3 of the draft Framework Contract shall also be bound by confidentiality, as laid out in the NDA.

2 PREPARATION AND SUBMISSION OF THE REQUEST TO PARTICIPATE

2.1 GENERAL

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

Requests to participate can be submitted in any of the official **languages** of the European Union. ECHA invites, however, the Candidates to preferably submit the documentation in English, as it will be the working language of the Contract.

Candidates must include the following information:

- a **cover letter** signed by a legal representative of the Candidate, authorised to sign contracts with third parties⁹, confirming the validity of the request to participate;
- the **name and contact details** of a contact person in relation to the submission of the request to participate;
- **all the information and documents requested** by the Agency in order to assess the request to participate, drawn up in accordance with the templates and forms of the Specifications. The documents must be perfectly legible in order to rule out any doubt whatsoever concerning the words or figures, and must not contain ambiguous or contradictory information;

If the above is not included, the Candidate may be excluded from the procedure.

⁹ Relevant proof of the legal representation rights of the person signing the cover letter must be provided.

2.2 HOW TO SUBMIT A REQUEST TO PARTICIPATE

For further reference on how to submit a request to participate in this procedure, please follow the instructions in ECHA's letter entitled Invitation to submit a request to participate.

2.3 CONTENT OF THE REQUEST TO PARTICIPATE

Requests to participate must be presented in two sections:

Section one: Administrative proposal – including:

- **Candidate Identification** (*see below, section 2.4.1*);
- **Declaration on honour on exclusion and selection criteria and absence of conflict of interest form** duly filled and signed by the authorised representative of the Candidate (Annex 4.3.2);

IN ADDITION ALL CANDIDATES ARE REQUIRED TO SUBMIT:

- **Evidence for selection criteria** (*see below, section 2.4.3*)

Section two: A self-declaration, by filling in and signing the Excel Table in Annex 4.5.3, stating that the Candidate meets all the minimum requirements of the services (see section 1.2.2 above)

2.4 SECTION ONE: ADMINISTRATIVE PROPOSAL

2.4.1 ELIGIBILITY

Participation in this procurement procedure is open on equal terms to all natural and legal persons falling within the scope of the EU Treaties. This includes all legal entities registered in the EU and all natural persons having their domicile in the EU. Participation is also open to all natural and legal persons registered or having their domicile in a non-EU country which has an agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. This procedure is, however, not covered by the Government Procurement Agreement (GPA).

The above rules of access to the market do not apply to sub-contractors.

Since the United Kingdom notified on 29 March 2017 its intention to leave the Union, pursuant to Article 50 of the Treaty of the European Union, the Treaties will cease to apply to the United Kingdom from the date of entry into force of the withdrawal agreement or, failing that, two years after the notification, unless the European Council, in agreement with the United Kingdom, decides to extend that period. As a consequence, and without prejudice to any provisions of the withdrawal agreement, bidders and contractors legally established within the UK will no longer have access to the EU market beyond 29 March 2019. ECHA as Contracting Authority reserves its right to terminate such contracts in accordance with the standard clauses contained in its contracts on their termination¹⁰.

Candidate composition

Joint requests to participate and subcontracting are allowed in this procurement procedure.

¹⁰ <https://echa.europa.eu/procurement-and-contracts>

The request to participate must specify very clearly (by means of the appropriate forms as detailed hereafter) whether each company involved in the request to participate is acting as a partner in a joint proposal or as a subcontractor. This also applies when the various companies involved belong to the same group, or even where one is the parent company of the others¹¹.

In case of a joint proposal or sub-contracting, candidates must illustrate the role, qualifications and experience of each service provider and, where relevant, the monitoring arrangements amongst them that will be in place for the implementation of this contract.

Any change in the composition of the group during the procurement procedure may lead to the rejection of the tender¹² in Phase II. Any change in the composition of the group after the signature of the Framework Contract may lead to the termination of the Framework Contract.

A **joint request to participate** is a situation where the request, and eventually the tender, is submitted by a group of economic operators (natural or legal persons). Each legal entity of the group will be required to sign the contract in case of award. Partners in a joint tender will assume joint and several liabilities towards the Agency for the performance of the Framework Contract as a whole.

Statements saying, for instance:

- that one of the partners of the joint request to participate/tender 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 tender is successful

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

The group shall nominate one legal entity ('co-ordinator') who will have full authority to bind the group and each of its members, and will be responsible for the administrative management of the Framework Contract (invoicing, receiving payments, etc.), in case of award, on behalf of all other entities.

When responding to the invitation to tender in Phase II, selected candidates should mention in the offer if they have already set up a consortium or similar entity for implementing the Framework Contract in case of award, as well as any other relevant information in this regard.

In case of tenderers in a joint tender who have not yet set up a consortium or similar entity are awarded the Contract, the Agency may ask for evidence of the formal status to such collaboration before the contract is signed. Valid evidence can take the form of:

- an entity with legal personality recognised by a Member State, or

¹¹ Consultants working for companies within the same corporate groups as the consortium members themselves will be accepted automatically subject to their professional qualifications. However, their direct employers will not be considered as approved consortium members or subcontractors nor will their direct employers be allowed to issue invoices.

¹² Save when the change is required by the contracting authority (when an entity or subcontractor does not meet a relevant selection criterion – see Art. 146 6. RAP)

- 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).

Subcontracting: Certain tasks provided for in the Framework Contract may be performed by subcontractors; however, the main Contractor retains full liability towards the Agency for performance of the Framework 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, and
- under no circumstances can the main Contractor avoid liability towards the Agency on the grounds that the subcontractor is at fault.

Candidates must inform the subcontractor(s) and include in their sub-contracting documents (letter of intent in Annex 4.3.1.3) that Article II.24 of the Framework Service Contract may be applied to subcontractors. Once the Contract is signed Article II.10 of the Framework Service Contract shall govern the subcontracting.

During Phase II of the procurement procedure, and the execution of the Framework Contract in case of award, the Candidate 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 request to participate or tender.

Candidate identification documentation

To identify themselves the Candidates must fill in the two following forms:

1. **Candidate's Administrative Data form**¹³, to be completed with the names of all the economic operators involved in the request to participate clearly indicating the role of each one.
2. **Legal Entity Form**¹⁴

All Candidates must provide their legal entity form signed by a legal representative.

The above form must be accompanied by the evidence as indicated in the form

- In case of a joint request to participate all economic operators shall provide the legal entity form;
- Subcontractors are only obliged to provide the legal entity form without the evidence.

In addition, in case of a joint request to participate, the Candidates are asked to fill in and duly sign one of the annexed **powers of attorney**¹⁵ for the co-ordinator, depending on the set up that has been chosen by the candidates.

If the request to participate envisages subcontracting, it must include:

- a **document**¹⁶ clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged, and

¹³ Following the form in Annex 4.5.1.

¹⁴ A specific form for each EU Member State is available at:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

¹⁵ See Annex 4.3.1.4.

¹⁶ To be provided in free format.

- a **letter of intent**¹⁷ by each proposed subcontractor stating its intention to collaborate with the candidate if they win the contract and their willingness to accept the tasks and the terms and conditions set out above, in particular Article II.24 of the Framework Service Contract.

2.4.2 EXCLUSION CRITERIA DOCUMENTATION

Candidates, or their legal representatives, shall provide a **declaration on their honour**¹⁸, with nothing added, deleted or altered, 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, and
- undertake to submitting 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 request to participate constitutes a joint proposal, each entity must provide the declaration on their honour. In case the volume of services to be provided by a given subcontractor exceeds 5 % of the total contract value, the proposed subcontractor(s) must also provide the declaration. The same rules apply regarding the obligation of the successful tenderer to present documentary evidence of compliance with the exclusion criteria, upon notification of the contract award in Phase II.

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

- Administrative or financial penalties may be imposed by the Agency on candidates 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 submit their observations.
- These penalties are detailed in Article 108 of the Financial Regulation and Articles 142 and 145 of the Rules of Application.

In Phase II of the procedure, the Agency will request the tenderer proposed for award to provide the evidence on exclusion criteria defined in the Declaration of honour on exclusion and selection criteria. If this evidence is not provided or proves 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 they provide the required evidence to prove that they are not in the exclusion criteria situations.

2.4.3 SELECTION CRITERIA DOCUMENTATION

Candidates shall provide documentary evidence concerning their legal, economic, financial, technical and professional capacity to perform the Contract, as described in this section. The tenderer awarded the Contract must remain compliant with all the selection criteria throughout its whole implementation and inform the Agency in case of any events or circumstances that can affect its compliance therewith.

The Agency may waive the obligation of a Candidate to submit the documentary evidence referred to below if such evidence has already been submitted to it for the purposes of

¹⁷ See Annex 4.3.1.3.

¹⁸ See Annex 4.3.2.

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 Candidate shall declare on their 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 request to participate all the references necessary to allow the Agency services to check this evidence.

Legal capacity: The Candidate is asked to prove that they are authorised to perform the Contract under the national law.

The following evidence will be required as information and proof of legal capacity:

1. Proof of inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

Evidence for Economic and financial capacity: The Candidate must be in a stable financial position and have the economic and financial capacity to perform the Contract.

The following evidence will be required as a proof of economic and financial capacity¹⁹:

1. A copy of the Candidate'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 candidate.
2. The completed Financial and Economic Capacity Overview Form²⁰.

ECHA reserves the right to request any additional documentary evidence it deems necessary or useful in order to verify a Candidate's economic and financial standing.

All Candidates must provide proof of their economic and financial capacity. If several service providers are involved in a joint request to participate their consolidated economic and financial capacity will be taken into consideration in order to assess this selection criterion. The same also applies when the Candidate relies on the capacities of sub-contractors for fulfilling this selection criterion, to the extent that the sub-contractor(s) puts its resources at the disposal of the Candidate for the performance of the Contract.

Technical, professional and service delivery capacity: Candidates must be able to demonstrate that, either by having the expertise within the company or by co-operation with others, they have sufficient technical knowledge and experience to perform the Contract.

Where a joint request to participate is submitted, or there are subcontractors involved please present the relevant information for each member of the Consortium individually. For joint requests to participate the Selection Panel will assess the combined capacities of all members together. However, Selection criteria 2.1, 3.1 and 3.5 a), b) and c) will be assessed individually with regard to the economic operator that is proposed to deliver the relevant services.

Evidence of the technical, professional and service delivery capacity of the providers involved in the request to participate must be provided on the basis of the relevant annexes per selection criterion and supported by the relevant accompanying documents as described in this Section.

¹⁹ If for some exceptional reason which ECHA considers justified, the candidate is unable to provide the references requested by ECHA, the Candidate may prove its economic and financial capacity by any other means which ECHA considers appropriate. In any case, ECHA must at least be notified of the exceptional reason and its justification in the proposal.

²⁰ See Annex 4.3.3.1.

By submitting a request to participate, each economic operator involved therein accepts the possibility of a check being carried out by the Agency on its technical capacities and, if necessary, on its facilities, security and quality control measures.

The Candidates' attention is drawn to the fact that any total or partial omission of information by one or more service providers involved in the request of participate might lead the Agency to exclude the Candidate from the rest of the procedure²¹.

The following documents or information shall be presented as evidence of compliance with the technical and professional capacity criteria:

Evidence for selection criterion 2.1. Organisational capacity/ISO 9001

The Candidate must provide evidence of ISO 9001, or equivalent, for the parts of the organisation(s) and location(s) that are relevant for the services they will be delivering to ECHA under the Framework Contract.

Please note that ECHA reserves the right to perform checks and/or request additional information or documentation to verify the statements made by the Candidate in their request to participate for this procurement procedure.

The ISO 9001 certification or equivalent must be valid at the time of submitting the request to participate for this procurement procedure.

Candidates shall provide evidence in the form of copy(ies) of certificate(s), accompanied by information about the certificate, or any equivalent evidence, using the form provided in Annex 4.3.3.2.

Please note that the Candidate that is eventually awarded the Framework Contract must remain compliant with ISO 9001 or equivalent, throughout the full period of implementation of the Framework Contract. Please note that ECHA will bear no costs for the maintenance of this certification.

Evidence for selection criterion 3.1. a) Security

Candidates must provide evidence of ISO 27001 certification, or equivalent covering all premises, systems, procedures and practices that, in case of contract award, will be used to deliver the services, as described in the Technical Specifications in Annex 4.1.1. In the case where the Candidate uses on-site consultancy at its premises via a subcontractor, the Candidate shall ensure that they follow the Candidate's procedures and practices.

Please note that ECHA reserves the right to perform checks and/or request additional information or documentation to verify the statements made by the candidate in their request to participate for this procurement procedure.

The ISO 27001 certification or equivalent must be valid at the time of submitting the request to participate for this procurement procedure.

Candidates shall provide evidence in the form of copy(ies) of certificate(s), accompanied by information about the certificate(s), or any equivalent evidence, using the form provided in Annex 4.3.3.3.

Please note that the Candidate who is eventually awarded the Framework Contract must remain compliant with ISO 27001 or equivalent throughout the full period of implementation of the Framework Contract. Please note that ECHA will bear no costs for the maintenance of this certification.

²¹ Taking into consideration Article 96 of the EU Financial Regulation.

Evidence for selection criteria 3.1. b) Security Services, 3.2 Transition of services, 3.5 Services (3 types)

Candidates shall provide evidence in the form of work references for the above-mentioned services that they have previously undertaken. These references must clearly and unambiguously prove that the candidate meets all aspects of above selection criteria. Evidence shall be submitted using the forms provided in Annexes 4.3.3.4, 4.3.3.5 and 4.3.3.8. The length of each individual reference shall not exceed the equivalent of 1 page per reference (Arial 10, A4). The same reference may be used more than once if the services provided during the referenced service covered more than one of the above services. The references may refer to on-going services, provided that the part of the assignments presented by the candidate has been carried out and meets the requirements of the selection criterion, in particular in terms of value and/or relevant period.

ECHA reserves the right to contact the customer contact(s) mentioned in the form, for the purposes of verifying the correctness of the evidence that the Candidate has provided for this selection criterion in their request to participate for this procurement procedure.

Evidence for selection criteria 3.3 Managed Datacentre facilities and WAN service and 3.4 ECHA Managed WAN service

Candidates shall provide evidence in the form of documents, proof of (pre)agreements and/or statements for the above-mentioned services. This evidence must clearly and unambiguously prove that the Candidate meets all aspects of above selection criteria. Evidence shall be submitted using the forms provided in Annex 4.3.3.6 and 4.3.3.7. The length of each individual document shall not exceed the equivalent of 5 pages per reference (Arial 10, A4), except when those are pre(agreements).

Please note that ECHA reserves the right to perform checks and/or request additional information or documentation to verify the statements made by the Candidate in their request to participate for this procurement procedure.

2.4.4 APPLICATION OF SELECTION CRITERIA

The following selection criteria will be assessed on the basis of the above-mentioned documentary evidence provided by the Candidate.

Selection criteria

<u>SELECTION CRITERIA</u>
1. FINANCIAL AND ECONOMIC CAPACITY
1.1 Sufficient financial and economic capacity for the implementation of the Contract
1.2 A minimum average annual turnover of 10 000 000 EUR over the past 3 financial years.
2. TECHNICAL AND PROFESSIONAL CAPACITY
2.1. Organisational Capacity
The aim of this criterion is to ascertain that the Candidate has sufficient organisational capacity to provide the services relevant to the Contract.
The Candidate must have ISO 9001 certification or equivalent at the time of submitting the request to participate for the parts of the organisation(s) and location(s) that will be used by the Candidate to deliver the services to ECHA under the Framework Contract.

SELECTION CRITERIA

3. SERVICE DELIVERY CAPACITY

3.1. Security

The aim of this criterion is to ascertain that the Candidate has the capabilities to meet ECHA's security requirements and maintain them for the length of the Contract.

a) ISO/IEC 27001:2013 certification

The Candidate must have ISO 27001 certification or equivalent at the time of submitting the request to participate, covering all premises, systems, procedures and practices related to the delivery of the services, as described in the Technical Specifications in Annex 4.1.1.

b) Security Services

During the period 2015 – 2017 the Candidate must have successfully provided Security Services similar to those described in the Technical Specifications, covering:

- Vulnerability management service
- Security monitoring service
- Security incident response service

The Candidate must provide at least one work reference covering such Security Services. All services do not necessarily need to be described in one reference alone, rather they can be spread over several references.

Successful is here defined as providing the services in a production mode of operations.

3.2. Transition of services

The aim of this criterion is to ascertain that the Candidate has sufficient recent experience in and with proven track record of successfully transitioning of large scale infrastructure (or Infrastructure-as-a-service) to Infrastructure-as-a-service/cloud platform (private or shared).

Successful is here defined as completing the actions and providing the services in a production mode of operations.

a) Migration to the candidate's cloud and infrastructure services

During the period 2015 – 2017 the Candidate must have planned and executed at least one successful transition to its cloud platform. The volume of virtual machines/servers in scope of the transition project must be at least 300 in total and at least 100 business critical. The Candidate must provide at least one work reference of a successful transition.

3.3. Managed Datacentre Facilities and WAN services

The aim of this criterion is to ascertain that the Candidate has the capacity to provide adequate Managed Datacentre Facilities and Managed Datacentre WAN services to meet ECHA's requirements and maintain them for the length of the Contract.

The Candidate shall have the capacity to provide min. two Managed Datacentre Facilities

SELECTION CRITERIA

meeting the following requirements:

- 1) All Managed Datacentre Facilities will be used for delivery of Managed Datacentre Services.
- 2) All Managed Datacentre Facilities fulfil the requirements according to the following:
 - a. Use of structured and documented datacentre guidelines or standards, e.g. ANSI/TIA-942-A/B or equivalent.
 - b. Use of documented resiliency guidelines or standards, e.g. the Uptime Institute Tier Classification System or equivalent, achieve at least N+1 resiliency.
- 3) All the Managed Datacentre Facilities in question are to be used in conjunction with the Managed Datacentre WAN.

The Candidate shall have the capacity to provide Managed Datacentre WAN meeting the following requirements:

- 1) The Managed Datacentre WAN in question is to be used in conjunction with the Managed Datacentre Facilities.
- 2) The Managed Datacentre WAN shall not be delivered over the public internet.

3.4. Managed ECHA WAN service

The aim of this criterion is to ascertain that the Candidate has the capacity to provide adequate Managed ECHA WAN services to meet ECHA's requirements and maintain them for the length of the Contract.

The Candidate shall have the capacity to provide Managed ECHA WAN meeting the following requirements:

- 1) The Managed ECHA WAN will be used for connectivity between ECHA and the datacentres and possible other service delivery centres.
- 2) The Managed ECHA WAN shall not be delivered over the public internet.

3.5. Services

Successful is here defined as providing the services in a production mode of operations.

a) Cloud Services and Managed OS

During the period 2015 – 2017 the Candidate must have successfully provided Cloud Services in conjunction with Managed OS similar to those described in the Technical Specifications.

The Candidate must provide evidence of at least one work reference for managed services for a value of minimum 500 000 EUR per year.

b) Security Components of the Managed Datacentre Service

During the period 2015 – 2017 the Candidate must have successfully provided services, in conjunction with Cloud Services, similar to the Security Components of the Managed Datacentre Service as described in section 6.1.1.10 of the Technical Specifications. The Candidate shall submit one work reference.

c) Office automation

SELECTION CRITERIA

During the period 2015 – 2017 the Candidate must have successfully provided Office automation services as described in section 6.1.3 of the Technical Specifications. The Candidate shall submit one work reference.

To facilitate the work of the Selection Panel, please mark any supporting documents clearly with the applicable letter above.

IMPORTANT

Changes to the composition of the group of economic operators in the request to participate submitted in Phase I when presenting an offer in Phase II, may lead to the rejection of the tender if those changes alter the conditions for the selection of the Candidate in Phase I. In this regard, ECHA will assess the changes to verify:

- 1) whether the new economic operators (if any) are not in an exclusion situation, by requesting a Declaration on their Honour concerning Exclusion Criteria;
- 2) whether the Candidate still fulfils the Selection Criteria when compared to the requests to participate originally submitted in Phase I.

2.5 SECTION TWO: TECHNICAL AND FINANCIAL PROPOSAL

2.5.1 DOCUMENTATION CONCERNING MINIMUM REQUIREMENTS OF THE SERVICE

We draw your attention to **section 1.2.2**, which defines the **minimum requirements of the service** for the future execution of any resulting contract. That section is of great importance for the economic operators in order to decide whether to submit a request to participate.

In Phase I, Candidates must include in their request to participate the Excel Table in Annex 4.5.3, to be filled in and signed, **declaring** their compliance with the minimum requirements of the service, as in section 1.2.2.

In Phase II, the selected Candidates must elaborate in the tender on all points addressed in section 1.2.2. to **demonstrate** that they will comply with all of them during the implementation of the Contract. Please note, however, that compliance with regards to the minimum requirement on environmental, social and labour law obligations does not require specific demonstration in the offer, as by submitting a tender the tenderer accepts the requirement of compliance with the applicable legal obligations.

2.5.2 QUALITY AND FINANCIAL AWARD CRITERIA

The quality and financial award criteria provided in this section is only for information purposes. Candidates **SHOULD NOT SUBMIT** their technical and financial proposals in Phase I. As detailed in section 2.6 of this document, **ONLY** candidates selected in Phase I will be invited to submit a tender in Phase II of this procedure.

The purpose of the award criteria is to evaluate the technical and financial offer with a view to choosing the most economically advantageous tender for the Agency.

The Agency strives for a good balance between quality, time and cost of services. The goal of ECHA in this procurement procedure is to receive high quality and fit-for-purpose services, which are at the same time best value for money.

The Framework Contract shall be therefore awarded to the most economically advantageous tender. The following award criteria will be applied:

- Quality award criteria: tenderers will be assessed on the quality of the submitted technical proposal.
- Financial award criterion: tenderers will be assessed in relation to their offered price.

This Section explains what information will have to be provided by the tenderers **only** in **Phase II of this this procurement procedure** for the quality and financial assessment.

2.5.3 ASSESSMENT BASIS FOR THE QUALITY AWARD CRITERIA

In this procurement procedure there are 6 (six) quality award criteria (AW), which are divided in sub-criteria. The maximum total score for all the award criteria is 1000 points. For the criteria and sub-criteria the maximum number of points (maximum score) to be awarded is indicated below.

This section describes the assessment basis for each AW and provides instructions for the tenderers to prepare their offers. Tenders scoring less than the following pass mark per award criterion will be excluded from the rest of the assessment procedure.

2.5.3.1 Quality points Overview

Quality Award criterion	Max. points	% Pass mark per Award criterion
AW 1 - Security	100	60 %
<i>AW 1.1 - Security Services</i>	100	
AW 2 - Transition of services	120	60 %
<i>AW 2.1 - Transition in of services</i>	100	
<i>AW 2.1 - Transition out of services</i>	20	
AW 3 - Service Management	180	60 %
<i>AW 3.1 - Service Management Portal</i>	80	
<i>AW 3.2 - Working with third-parties</i>	100	
AW 4 - Delivery of Cloud and Infrastructure Services	400	60 %
<i>AW 4.1 - Managed Datacentre Service</i>	150	
<i>AW 4.2 - Trusted Community Cloud Service</i>	100	
<i>AW 4.3 - Managed ECHA LAN</i>	50	
<i>AW 4.4 - Office automation</i>	80	
<i>AW 4.5 - Backup and restore services</i>	20	
AW 5 - Datacentre and WAN integration	100	60 %
<i>AW 5.1 - Managed Datacentre Facilities and Managed ECHA WAN integration</i>	100	
AW 6 - Transformation services	100	60 %
<i>AW 6.1 - Transformation services</i>	100	
Total maximum quality points	1000	n/a

2.5.3.2 AW 1 - Security

AW sub-criteria	Reference to the Technical Specifications	Aspects to be evaluated	Max. number of pages	Max. obtainable points
AW 1.1 - Security Services	<i>5 Security</i> <i>6.1.1.1 Tenancy</i> <i>6.1.1.10 Security components of the Managed Datacentre Service</i> <i>6.3 Service management</i> <i>6.6 Security Services</i>	<p>The quality of the Tenderer's offer for Security Services will be assessed against the following aspects :</p> <ol style="list-style-type: none"> 1) Capabilities of the services 2) Applied tools and automation 3) Integration of services 4) Reporting capabilities <p><u>The proposal shall describe the service(s) with, at least, the following content:</u></p> <p><u>Vulnerability Management Service:</u></p> <ul style="list-style-type: none"> • How the tenderer will perform monitoring of vulnerabilities. • The Tenderer's approach to analysis of vulnerabilities and follow-up remediation actions and communication with ECHA. • The metrics on vulnerability management with a description of how the metrics are measured and how integration with Problem Management will be handled. • Integration the services with 6.1.1.10 Security Components of the Managed Datacentre Service. • Integration between the other Security Services. <p><u>Security Monitoring Service:</u></p> <ul style="list-style-type: none"> • Which analytics and orchestration tools will be used and how the tools will be used to correlate and analyse events automatically to identify anomalies and trigger alerts. • Level of automation of analysis. • Which expertise and other capabilities will be deployed to (manually) further analyse alerts, anomalies and 	9 (sample report excluded)	100

		<ul style="list-style-type: none"> unusual behaviour identified by automated analytics. Integration the services with 6.1.1.10 Security Components of the Managed Datacentre Service. Integration between the other Security Services. <p><u>Incident Response Service:</u></p> <ul style="list-style-type: none"> Which capabilities (expertise, tools, and methods) will be deployed to collect evidence, investigate and analyse and contain potential security incidents; <ul style="list-style-type: none"> including capabilities related to system live response, traditional forensics and deep network traffic and log analyses. Integration the services with 6.1.1.10 Security Components of the Managed Datacentre Service. Integration between the other Security Services. <p>The Tenderer shall submit (poss. abridged) a description of their approach to reporting and sample reports for, at least:</p> <ul style="list-style-type: none"> Recorded attacks Stopped attacks Vulnerability list 		
Overall max. TOTAL points for award criteria				100
Threshold				60%

2.5.3.3 AW 2 - Transition of services

AW sub-criteria	Reference to the <i>Technical Specifications</i>	Aspects to be evaluated	Max. number of pages	Max. obtainable points
AW 2.1 - Transition in of services	<i>8.1 Transition in</i>	<p>The quality of the Tenderer's offer for Transition in of services will be assessed against the following aspects:</p> <ol style="list-style-type: none"> 1) Maximization of efficiency 2) Minimization of downtime 3) Minimization of risk 	15	100

		<p><u>The technical proposal shall describe the service(s) with, at least, the following content.</u></p> <p><u>Transition in:</u></p> <ul style="list-style-type: none"> • The transition strategy, regarding migration of services between the Tenderer's datacentres and the Incumbent's datacentres, addressing 8.1.1 Model for transition. • Elements addressing 8.1.2 Transition plan. • The proposed approach to User Acceptance Testing, addressing 8.1.4 User acceptance testing • Management of the impact on ECHA's to transition to the Future Mode of Operations. • Risk management approach. • Approach to understand ECHA's organisation and IT landscape. 		
AW 2.1 - Transition out of services	<i>8.2 Transition out</i>	<p>The quality of the Tenderer's offer for Transition out of services will be assessed against the following aspects:</p> <p>1) Maximization of efficiency 2) Minimization of downtime 3) Minimization of risk</p> <p><u>The proposal shall describe the service(s) with, at least, the following content.</u></p> <p><u>Transition out:</u></p> <ul style="list-style-type: none"> • What the Tenderer will provide to the future contractor. • How the Tenderer will interact with the future contractor. • Any possible commitments the Tenderer would be willing to offer, e.g. commitments as to assurance of transferability. • Risk management approach. 	2	20
Overall max. TOTAL points for award criteria				120
Threshold				60%

2.5.3.4 AW 3 - Service Management

AW sub-criteria	Reference to the	Aspects to be evaluated	Max.	Max.
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	Technical Specifications		number of pages	obtainable points
AW 3.1 - Service Management Portal	<p>5.4 Security requirements on the Contractor's operations</p> <p>6.1.1.1 Tenancy</p> <p>6.2 Service Management Portal</p> <p>6.3 Service management</p> <p>6.3.9 Required Requests</p>	<p>The quality of the Tenderer's offer for Service Management Portal (SMP) will be assessed against the following aspects:</p> <p>1) Comprehensiveness and usability of the SMP 2) Richness of relevant functionality in the SMP 3) Efficiency and effectiveness in maintaining the SMP</p> <p><u>Context for this award sub-criterion:</u> This criterion assumes that all services have been transitioned to the Tenderer, i.e. the descriptions should portray what happens once the Future Mode of Operations has been achieved at the end of the transition-in project and onwards.</p> <p>The Tenderer shall submit a (poss. abridged) service description(s) for the services below.</p> <p><u>The proposal shall describe the service(s) with, at least, the following content.</u></p> <p><u>Service Management Portal:</u></p> <ul style="list-style-type: none"> • Inclusiveness of the required functionalities. • Interaction model with the Portal, in particular integration with ECHA AD and use of Role Based Access Control (RBAC) • Level of automation of Service Requests. <p><u>Service Catalogue:</u></p> <ul style="list-style-type: none"> • Inclusiveness of Services in the Service Catalogue. • Adherence to 6.3.9 Required Requests in the Technical Specifications. • Appropriateness of the available characteristics of the Services. • Expandability of the Service Catalogue to include new Requests. 	7	80

		<p><u>Service Management Tools:</u></p> <ul style="list-style-type: none"> • Which Service Management tools are available and the description of how the related tools function and their integration with the SMP. • Metadata tagging • How ECHA is expected to use the tools. • ECHA ticketing system integration. <p><u>Technical Monitoring and Reporting:</u></p> <ul style="list-style-type: none"> • Quality and inclusiveness of the technical monitoring and reporting capabilities with reference to the provisioned services and their management. • Inclusiveness of reporting on provisioned services and number of available out-of-the-box real-time reports. 		
<p>AW 3.2 - Working with third-parties</p>	<p><i>6.3 Service management</i> <i>6.5 Consultancy services</i> <i>9 Governance</i> <i>9.3 Working with third-parties</i> <i>11.2.2 Service fees</i></p>	<p>The quality of the Tenderer’s offer for Working with third-parties will be assessed against the following aspects:</p> <p>1) Efficiency of coordination, collaboration and cooperation with ECHA third parties</p> <p>2) Service management collaboration with third-parties.</p> <p><u>Context for this award sub-criterion:</u> The Tenderer will operate in a multi-party environment. In the ECHA IT sourcing strategy software and application management services, and software development are outsourced.</p> <p><u>The proposal shall describe the service(s) with, at least, the following content.</u></p> <p><u>Working with third-parties:</u></p> <ul style="list-style-type: none"> • The Tenderer’s approach to fulfil the requirement that they shall commit to integrating and collaborating with ECHA third parties in the management of the service to the best of their capabilities. • How the Tenderer would fulfil an ECHA request for service integration advisory services and notably the expertise 	4	100

		<ul style="list-style-type: none"> and capability that they can offer. The Tenderer's approach to minimizing human required human intervention for all parties. 		
Overall max. TOTAL points for award criteria				180
Threshold				60%

2.5.3.5 AW 4 - Delivery of cloud and infrastructure services

AW sub-criteria	Reference to the Technical Specifications	Aspects to be evaluated	Max. number of pages	Max. obtainable points
AW 4.1 - Managed Datacentre Service	5.4 Security requirements on the Contractor's operations 6.1.1 Managed Datacentre Service 6.3 Service management 7 IT Business Continuity 11.1 Service Level Agreement	<p>The quality of the Tenderer's offer for Managed Datacentre Service will be assessed against the following aspects:</p> <ol style="list-style-type: none"> 1) Adherence to 6.1.1.1 Tenancy requirements in the Technical Specifications 2) Alignment to ECHA's requirements 3) Security <p><u>Context for this award sub-criterion:</u> This criterion assumes that all services have been transitioned to the Tenderer, i.e. the descriptions should portray what happens once the Future Mode of Operations has been achieved at the end of the transition-in project and onwards.</p> <p>The Tenderer shall submit a (poss. abridged) service description(s) for the services below.</p> <p><u>The proposal shall describe the service(s) with, at least, the following content.</u></p> <p><u>Managed Datacentre Facilities:</u></p> <ul style="list-style-type: none"> Description of the secure, modern and state-of-the-art lights-out datacentres. Approach to supporting ECHA's BCP requirements, e.g. 	25	150

		<p>datacentres are separated by a reasonable and adequate geographical safety margin.</p> <ul style="list-style-type: none"> • Estimated travel time to Managed Datacentre Facilities by road from ECHA premises to ensure access for ECHA and ECHA providers for hosted ECHA hardware (shorter is better). <p><u>Managed Datacentre WAN:</u></p> <ul style="list-style-type: none"> • Delivery model of the WAN (dedicated connections, point-to-point, etc.). • Performance (e.g. latency, throughput, etc.), security (e.g. encryption, etc.) and resiliency e.g. high-availability, failover vs. active-active, etc.) of the WAN service. • Support for real-time/synchronous data replication between datacentres supporting failover of services and near zero second Recovery Point Objective (RPO) and an aggressive Recovery Time Objective (RTO), including possible limitations to the service. <p><u>Cloud Service:</u></p> <ul style="list-style-type: none"> • Use of documented guidelines for delivery of services. • Inclusiveness of the required service components (Compute, Storage, Network). • Appropriateness of Compute, Storage (specifically tiers and options) and Network and their performance, including real-time/synchronous data replication. • Resiliency and business continuity solutions for highly automated failover between datacentres and expected RPO and RTO • Automation, standardization, scalability and flexibility of the platform. • Level of robustness of available secure segregation of DMZ networks(s). • Performance and resiliency of underlying cloud infrastructure network (not to be confused with WAN). • Possible IP and VLAN limitations. • Support for Docker Overlay Networks (VXLAN). 		
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		<ul style="list-style-type: none"> • Expected time-to-provision for VMs. • Support for CPU bound licensing (e.g. Oracle) <p><u>Managed OS:</u></p> <ul style="list-style-type: none"> • Supported operating systems, templates and virtual appliances. • Approach to OS management. • Solution for securely providing ECHA third-parties with sufficient OS privileges. • Integration with Service Management Tools. <p><u>Managed Load Balancing:</u></p> <ul style="list-style-type: none"> • Available load balancing solution with clear indication which layers are supported and limitations to the service. <p><u>Internet Access:</u></p> <ul style="list-style-type: none"> • Compatibility of datacentre internet uplink with Autonomous System Number and Provider Independent IP addresses. • Robustness of datacentre internet uplink, e.g. high availability, QoS, DDoS protection, etc. <p><u>Remote Access:</u></p> <ul style="list-style-type: none"> • Ability of the Contractor to provide the required services. <p><u>Datacentre hosting of ECHA owned hardware:</u></p> <ul style="list-style-type: none"> • Ability of the Contractor to provide the required services. <p><u>Security Components of the Managed Datacentre Service:</u></p> <ul style="list-style-type: none"> • Inclusiveness of the required Security Components. • Ability to take over ECHA's configurations and implement them. • Integration with the other services, especially ECHA AD and Internal Firewall service. 		
AW 4.2 - Trusted Community Cloud Service	5 Security 5.4 Security requirements on the Contractor's operations	The quality of the Tenderer's offer for Trusted Community Cloud Service will be assessed against the following aspects: 1) Ability to deliver	5	100

	<p>6.1.1 Managed Datacentre Service 6.3 Service management 7 IT Business Continuity 11.1 Service Level Agreement</p>	<p>2) Appropriateness of the Trusted Community members</p> <p><u>Context for this award sub-criterion:</u> This criterion assumes that all services have been transitioned to the Tenderer, i.e. the descriptions should portray what happens once the Future Mode of Operations has been achieved at the end of the transition-in project and onwards. It is further assumed that ECHA has been able to refactor its topology to be able to remove the low-latency constraints for WAN connections from ECHA premises to the Tenderer’s datacentres.</p> <p><u>The proposal shall describe the service(s) with, at least, the following content.</u></p> <p><u>Trusted Community Cloud Service:</u></p> <ul style="list-style-type: none"> • The Tenderer’s ability to deliver Trusted Community Cloud Services while meeting the other requirements of the framework contract, except those that would be in direct contradiction with the paradigm of multi-tenancy. • The likeness of the other Trusted Community members to ECHA and its business case and requirements, including security requirements. • The approach to ensure the Trusted Community remains coherent and that requirements for all parties, including all Trusted Community members, can be met. • Transferability of services from the private Cloud Services to the Trusted Community Cloud Services. 		
<p>AW 4.3 - Managed ECHA LAN</p>	<p>5.4 Security requirements on the Contractor’s operations 6.1.1.1 Tenancy 6.1.2 Managed ECHA LAN and WAN 6.3 Service management 11.1 Service Level</p>	<p>The quality of the Tenderer’s offer for Managed ECHA LAN will be assessed against the following aspects:</p> <p>1) Ability deliver adequate Managed ECHA LAN with on-premise support</p> <p><u>Context for this award sub-criterion:</u> This criterion assumes that all services have been transitioned to the tenderer, i.e. the descriptions should portray what happens once the Future Mode</p>	<p>10</p>	<p>50</p>

	<p><i>Agreement</i></p>	<p>of Operations has been achieved at the end of the transition-in project and onwards.</p> <p><u>The proposal shall describe the service(s) with, at least, the following content.</u></p> <p><u>Managed ECHA LAN:</u></p> <ul style="list-style-type: none"> • Approach to ensuring adequate, efficient and effective capabilities and capacity to provide the Managed ECHA LAN service, considering on-premise work at ECHA premises in particular. • Approach to providing advanced maintenance services. 		
<p>AW 4.4 - Office automation</p>	<p><i>5.4 Security requirements on the Contractor's operations</i> <i>6.1.1.1 Tenancy</i> <i>6.1.3 Office automation</i> <i>6.3 Service management</i> <i>6.3.9 Required Requests</i> <i>11.1 Service Level Agreement</i></p>	<p>The quality of the Tenderer's offer for Office automation will be assessed against the following aspects:</p> <p>1) SLA management 2) Automation 3) Technology management</p> <p><u>Context for this award sub-criterion:</u> This criterion assumes that all services have been transitioned to the tenderer, i.e. the descriptions should portray what happens once the Future Mode of Operations has been achieved at the end of the transition-in project and onwards.</p> <p>The Tenderer shall submit a (poss. abridged) service description(s) for the services below.</p> <p><u>The proposal shall describe the service(s) with, at least, the following content.</u></p> <p><u>Office Automation:</u></p> <ul style="list-style-type: none"> • Approach to managing SLAs for the entire services, including underlying services, e.g. Cloud Services, and that of taking over ECHA's current services. • Level of automation of frequent requests, e.g. DNS requests, and their integration with the SMP. 	<p>8</p>	<p>80</p>

		<ul style="list-style-type: none"> Approach and cost-effectiveness of technology management, specifically upgrade of services, e.g. upgrade vs. rebuild. 		
AW 4.5 - Backup and restore services	<p>5.4 Security requirements on the Contractor's operations</p> <p>6.1.1.1 Tenancy</p> <p>6.1.4 Backup and restore services</p> <p>6.3 Service management</p> <p>11.1 Service Level Agreement</p>	<p>The quality of the Tenderer's offer for Backup and restore services will be assessed against the following aspects:</p> <p>1) Ability to provide services 2) Inclusiveness of required features</p> <p>The Tenderer shall submit a (poss. abridged) service description(s) for the services below.</p> <p><u>The proposal shall describe the service(s) with, at least, the following content.</u></p> <p><u>Backup and restore services:</u></p> <ul style="list-style-type: none"> Availability of application aware backups. Approach to taking over ECHA's latest full backup data. Support for required RPO(s). Approach to deliver offline backups securely and cost-effectively. Estimated travel time from backup services by road to ECHA premises to provide offline backups (shorter is better). 	2	20
Overall max. TOTAL points for award criteria				400
Threshold				60%

2.5.3.6 AW 5 – Datacentre and WAN integration

AW sub-criteria	Reference to the Technical Specifications	Aspects to be evaluated	Max. number of pages	Max. obtainable points
AW 5.1 - Managed Datacentre Facilities and Managed ECHA WAN integration	<p>5.4 Security requirements on the Contractor's operations</p> <p>6.1.1 Managed</p>	<p>The quality of the Tenderer's offer for Managed ECHA WAN and integration with Managed Datacentre Facilities will be assessed against the following aspects:</p>		100

	<p><i>Datacentre Service</i> 6.1.2.2 <i>Managed ECHA WAN</i> 6.3 <i>Service management</i> 7 <i>IT Business Continuity</i> 11.1 <i>Service Level Agreement</i></p>	<p>1) Alignment to ECHA’s requirements 2) Ability to deliver adequate Managed ECHA WAN with required performance 3) Proposed solution to meet ECHA’s requirements stemming from proximity of ECHA premises and Managed Datacentre Facilities.</p> <p><u>Context for this award sub-criterion:</u> This criterion assumes that all services have been transitioned to the Tenderer, i.e. the descriptions should portray what happens once the Future Mode of Operations has been achieved at the end of the transition-in project and onwards.</p> <p><u>The proposal shall describe the service(s) with, at least, the following content.</u></p> <p><u>Managed Datacentre Facilities and Managed ECHA WAN integration:</u></p> <ul style="list-style-type: none"> • Estimated fibre/cable distance from ECHA premises to the Managed Datacentre Facilities. • Suitability of integration between the services • Tenderer’s fall-back plan if the integration between the Managed Datacentre Facilities and Managed ECHA WAN cannot be met after Transition in. • Performance of the Managed ECHA WAN solution, e.g. throughput and especially latency, when taking into account the distance between ECHA premises and the Managed Datacentre Facilities. • Robustness of the Managed ECHA WAN solution, e.g. resilience and high availability. • Suitability of the security solutions for the Managed ECHA WAN. • Adaptability of the Managed ECHA WAN solution with regards to ECHA moving to other premises, especially taking into account cost and possible outages. 		
Overall max. TOTAL points for award criteria				100
Threshold				60%

2.5.3.7 AW 6 - Transformation services

AW sub-criteria	Reference to the procurement documentation	Aspects to be evaluated by ECHA	Max. number of pages	Max. obtainable points
AW 6.1 - Transformation services	4.1 Methodologies 6.6 Transformation services 6.5 Consultancy services 9 Governance Annex 4.4.1 Scenario 1 Annex 4.4.2 Scenario 2	<p><u>Context for this award sub-criterion:</u> ECHA can order work aimed at achieving specific objectives to be performed in project mode. Typically project mode will be applied to transformations of the portfolio or the underlying ICT infrastructure capacity.</p> <p>The Tenderer shall provide a Transformation project approach and a Transformation project plan for <u>two scenarios</u></p> <p>The quality of the Tenderer's offer for Transformation services will be assessed against the following aspects:</p> <p>1) Both scenarios:</p> <ul style="list-style-type: none"> • This part of the assessment will allocate 20% of the total score. • The quality of the project plan (sound project management methodology). <p>2) Scenario 1:</p> <ul style="list-style-type: none"> • This part of the assessment will allocate 40% of the total score. • Readability and coherence of the proposal. Any assumptions made should be clearly marked as such. (25%) • Attention to the key considerations. (25%) • Executability of the plan described. ECHA should be able to use the provided response to the scenario as a good basis to reach the objective described. (50%) <p>3) Scenario 2:</p>	10 (5 per scenario)	100

		<ul style="list-style-type: none"> • This part of the assessment will allocate 40% of the total score). • Cost efficiency of running the new service as proposed, plus one year of Effort Band(s) for change. (40%) • Impact of the migration on cost and consumption of ECHA staff resource. Level of dependency on ECHA during the transformation. (10%) • Quality, scalability, technological independence, efficiencies for ECHA and the Contractor, compatibility, readability and coherence of the proposal. Any assumptions made should be clearly marked as such. A vendor-independent solution will be preferred. The full scope of the SSL VPN secure remote access area shall be covered (The site-2-site IPsec tunnels are out of the scope). (25%) • Executability of the plan described with a special focus on the user impact and ECHA staff resource consumption. ECHA should be able to use the provided response to the scenario as a good basis to reach the objective described. (25%) 		
Overall max. TOTAL points for award criteria				100
Threshold				60%

2.5.4 FINANCIAL AWARD CRITERION

Tenderers shall complete the Financial Offer Form in Annex 4.4.3 – Price Catalogue and Calculator.

The combination of prices/costs in the financial offer shall include, account for and cover all costs that the Tenderer may charge to ECHA in return for delivery of services under this Framework Contract. It is the responsibility of the Tenderer to ensure that all costs are incorporated into the Price Catalogue section.

As part of their financial proposal, Tenderers are required to provide the rates (in €).

The financial offer of the winning Tenderer will be annexed to the Framework Contract. During the execution of the Framework Contract, these rates will be used to determine the rates at which the services are to be offered and provided by the Contractor via Specific Contracts.

These rates, multiplied by the estimated consumptions defined by ECHA (Price Model), are used as part of the Financial Award Criterion to determine the value of the financial offer of the Contractor.

Tenderers shall submit their prices as per described in the following sub-sections:

1. Price Catalogue – Services
2. Price Catalogue – Effort Bands

Please note that all values and descriptions in this section that indicate the quantity of services that ECHA currently expects to request are approximate and tentative. ECHA does not undertake any commitment to placing orders that reflect these values or descriptions.

The Financial Award Criterion is based upon an estimation of total expected consumption of services over 8 years (5 + 1 + 1 (+ 1)), corresponding to the maximum duration of the Framework Contract and Specific Contracts (+1) and contains the following parts:

2.5.4.1 Price Catalogue – Services

The Pricing of the Framework Contract is described in Annex I, section 11.2, Pricing.

The pricing in the Price Catalogue will be articulated according to three categories:

- Service Fees
- Effort Bands
- Daily fees

The Contractor may quote separate prices for service Fees and Effort Bands depending on the defined Service Bands. The Contractor should offer Service Fees differentiating among Tenancy options (ref. 6.1.1.1 Tenancy) whenever they can provide such options in the Price Catalogue.

ECHA has set a maximum price for some items in the Price Catalogue. Those maximum prices are based on ECHA's expected consumption of the different services and the budget availability of the Agency. ECHA expects Tenderers to price services within the given maximum price. However, if the financial bid of the Tenderer exceeds the maximum price for a particular service(s), the higher price will be addressed during the negotiation stage of Phase II of this procurement procedure. The Tenderer shall see the maximum price not as target but as an opportunity to quote lower in the context of a competitive procurement procedure.

The Tenderer may for some services indicate a minimum volume of services that would be required to deliver the services at the quoted price. However, ECHA does not necessarily commit to accepting the minimum volume of service. The minimum volume can never be above the initial volume of service to be migrated from CMO (when applicable and indicated in the CMO Annexes, particularly Annex 1: IT Infrastructure Architecture (CMO)) to FMO, but can be lower.

The payment model for the Transition-in project is defined in Annex I, section 11.2.6, Transition-in project.

Consultancy services are subject to a volume discount defined in Annex I, section 11.2.7, Transformation services.

The volumes in Annex 4.4.3 – Price Catalogue and Calculator are based on ECHA’s best projections for the future. The Tenderer shall fill in the prices in the Pricing Catalogue (indicated by “fill in”), paying special attention to the fields below.

For the tab Tab “Price Catalogue – Services”:

- ID: The short-name for the service. Do not edit.
- Code: The code of the service, corresponding to the chapter in the Technical Annex. Do not edit.
- Order: A sorting helper. Do not edit.
- Service: The main category of the services. Do not edit.
- Sub-service: The service to be delivered. Do not edit.
- Billable item: This is the actual end product related to a price. Do not edit.
- Cost driver: This field dictates what will be used to measure volumes and items for invoicing. Do not edit.
- Cost model: This field describes the nature of the contracting mode. Do not edit.
- Service Band: This is the required Service Band for the service. Do not edit.
- Tenancy: This is the allowed tenancy mode for the services (ref. section 6.1.1.1 Tenancy). Do not edit.
- **Min. commitment:** The reservation field is the minimum commitment of volume that the Tenderer requires ECHA to commit to ordering (if any).
Service Fee: This is the monthly Service Fee that the Tenderer offers for the service in question.
Optional to fill in.
- **Service Fee:** The monthly fee that will be charged per volume of service. **Required to fill in.**
- Max. Service Fee: A maximum price set by ECHA for the Service Fee. Do not edit.
- **Rebate threshold:** This a volume threshold that the tenderer may fill in. After this threshold is crossed, the overflowing service volume will use the rebated price.
Optional to fill in.
- **Rebated price:** This is the price that will be used for service volumes that overflow the rebate threshold. **Optional to fill in.**
- Effort Band: This field indicates the Effort Band the ECHA believes to be appropriate for the service. Do not edit.

- **Effort Band price:** The price of the Effort Band. **Required to fill in.**
- Description: A short description of the service. Do not edit.
- Valid: A helper field for the Price Model. Do not edit.

The services in scope for the Framework Contract shall be priced per unit regardless of volume.

2.5.4.2 Price Catalogue – Effort Bands

For clarity, the Tenderer shall fill in the Effort Band prices in this Price Catalogue in tab “Price Catalogue – Effort Bands” as well and to ensure alignment with the prices in tab “Price Catalogue – Services”.

2.5.4.3 Financial award criterion (Price Catalogue and Price Model)

The prices from the Price Catalogues will be used in the Price Model to assess the tender against the financial award criterion. To ensure transparency, ECHA has included the Price Model and services volumes in the Annex. The calculations and formulas in the Excel file are provided for convenience. However, ECHA takes no responsibility for the correctness of these calculations and formulas and the Candidate should ensure the correctness of the prices in their submitted offer.

No other financials will be taken into account for the assessment of the financial award criterion.

2.5.5 FINAL EVALUATION (QUALITY AND FINANCIAL AWARD CRITERIA)

The Framework Contract will be awarded to the tenderer that submits the tender offering the best value for money, as indicated by the quality/price ratio of the tender.

Tenderers will be ranked based on their quality/price ratio, according to the following formula:
Quality/Price ratio for tender X = (Total Quality Points / Price) x 1000
The tenderer with the highest quality/price ratio resulting from this calculation will be awarded the Framework Contract.

2.6 COMPETITIVE PROCEDURE WITH NEGOTIATION (ARTICLE 135 RULES OF APPLICATION)

As a result of the assessment of the submitted requests to participate, a list of Candidates will be drawn with at least three (3) Candidates. Where the number of candidates that satisfy the criteria defined in Phase I is below the minimum number, ECHA may continue the procedure by inviting the candidates with the required capacities. The contracting authority may not include other economic operators that did not initially request to participate or that it did not initially invite. All candidates will be notified of the result of the procedure.

Phase II of the competitive procedure with negotiation is described below:

- After the launch of Phase II of this procurement procedure, ECHA may organise an info session with the selected candidates. This session will provide information in relation to the scope of this Framework Service Contract. Only selected candidates can participate. The participation is in any case optional and it does not effect in any manner the right to selected candidates to submit their offer for Phase II of this procedure. The Agency shall not reimburse any expenses incurred in preparing and

submitting Tenders, including those related to the participation in this information session.

- The Procedure will take place in stages in order to reduce the number of tenders to be negotiated by applying the award criteria set out in the procurement documents. The purpose of the negotiation is to improve the content of the offers of the tenderers, but the minimum requirements and the exclusion, selection and award criteria specified by ECHA in the procurement documents shall not be subject to negotiation.
- The Candidates selected in Phase I will be invited to submit a detailed technical and financial tender (**first round**) with regard to the Framework Contract, on the basis of the complete set of technical, financial and contractual Specifications.
- ECHA will assess the initial offers and provide feedback to the Tenderers, who will have the opportunity to submit an updated tender (**second round**).
- The Agency will evaluate the updated tenders and reject those below the pre-announced quality thresholds of the award criteria. Only Tenderers with offers above the pre-announced quality thresholds will be invited to negotiate further and will have the opportunity to submit their final offers (**third round**)
- **Please note** that if following the assessment of the offers submitted in the second round fewer than three (3) candidates meet the quality thresholds, ECHA reserves the right to continue negotiating with the three (3) highest ranked tenders after applying the award criteria (quality and price) in order to invite them to submit a final tender in the third round.
- ECHA will provide feedback to the Tenderers invited to submit a tender in the third round, and from these final offers ECHA will select the most economically advantageous tender against the announced award criteria.
- Any final refinement concerning technical, legal and financial aspects of the selected tenderer will take place as part of the due diligence of the Agency in the final stage and cannot lead to any substantial modification of the offer. If there is any significant change in the final offer ECHA may revert to the preceding phase(s).

Please note, however, that without prejudice to the above described negotiated phases, ECHA reserves the possibility to award the Contract on the basis of the initial tender without negotiation.

Once the Candidates have submitted a technical and financial offer in Phase II of the Procedure, they commit to keeping their tender through the entire duration of the negotiated procedure.

It is noted that if in Phase II a more detailed analysis reveals that a Candidate does not meet the criteria used for selection in Phase I, minimum requirements in particular, the proposal in question will be excluded from the Procedure.

3 IMPLEMENTATION OF THE FRAMEWORK CONTRACT

ECHA aims to conclude a **Framework Service Contract with a single contractor** to be implemented via specific contracts in the form of Regular Service Delivery Contracts (consumption-based), Fixed-Price, Time and Means, as well as Quoted Time and Means.

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

that purpose, ECHA will issue a request for services with the expectation that it will result in a specific contract signed by both parties. The Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. Signature of the Framework Contract does not place the Agency under any obligation to place an assignment. The Framework Contract does not preclude the Agency from assigning tasks in the areas set out above to other contractors or from having these tasks carried out by the Agency staff.

3.1 SPECIFIC CONTRACT TYPES

Services shall be provided on the basis of the below types of order:

- **Regular Service Delivery Contracts:** These will be driven by catalogue prices, and if feasible, by direct market prices for supplementary services, as provided for in Art. 4.2.2 b) of the FWC. They will be consumption-based, though in special cases minimum amounts for consumption can be agreed.
- **Fixed-Price orders,** which correspond to the order of a defined work.
- **Quoted Time & Means orders,** which correspond to the order of a number of person-days for defined sub-tasks.
- **Time & Means orders,** which correspond to the order of a number of person-days of particular profiles performed inside or outside the Agency's premises.

The number and content of specific contracts will depend on the needs of ECHA.

The draft Framework Contract and specific contracts can be found in Annexes 4.2.1 and 4.2.2 a) and b).

3.2 REGULAR SERVICE DELIVERY CONTRACTS

The regular specific contracts will be, for instance, used for regular service delivery contracts, i.e. mainly consumption-driven.

These contracts are to be used in cases where ECHA needs to define services and order their respective volumes, which will be based on best estimates of the expected consumption. In relation to the Contractor this type of contracts is signed stating that the price is based on estimates which are provided in the Technical annex to the Specific contract and that are subject to adjustment based on needs of the Agency. Both parties have responsibility to monitor the consumption against those estimates. Payments are carried out based on actual consumption and provided that relevant documentation is supplied with the invoice.

3.3 FIXED-PRICE CONTRACTS

In a Fixed-Price contract the Agency specifies the deliverables corresponding to the work to be delivered within an expected timeframe.

The work is by default performed at the Contractor's premises, unless otherwise requested or agreed by the Agency in the specific contract. The tenderer shall provide all necessary infrastructures on their premises for the successful execution of the work.

The following conditions relating to fixed-price orders apply:

The Agency specifies in the service request the work packages, deliverables, quality and security standards, delivery schedule and the place of execution.

The Contractor must present an offer meeting the requirements as specified in the service request and associated annexes, such as the technical specifications, work packages, deliverables, and deadlines.

The offer must include the technical proposal that has to indicate the proposed activities, project/service plan, the team structure and the list of staff members, profiles, roles, responsibilities and workload (person-days) of the different team members. The financial offer must be based on the estimation of the number of person-days for each profile. Once the financial offer is accepted by the Agency, this will be the fixed maximum amount that can be paid under the contract. The Agency will not monitor the actual time spent by the Contractor's resources in performance of the contract.

All resources engaged by the Contractor in the execution of the tasks under a specific contract must match the profile descriptions, as laid down in these Technical Specifications. Upon demand by the Agency, the Contractor shall provide the CVs (in Europass format) of the staff members, proposed for the implementation of the specific contract.

The Contractor may change the persons working under a specific contract, without notifying ECHA, and without need for approval from ECHA, except for core team members (for further details on core team, please see below). Upon demand by the Agency, the Contractor shall, however, provide the CVs (in Europass format) and/or certifications of the new staff members, proposed for the implementation of the specific contract.

In any case, the Contractor remains fully responsible for the deliverables and cannot justify any delay due to replacement of resources.

The offer must also include the financial bid. The financial proposal must include the price of the services and the maximum expected reimbursable costs, where applicable. The price must be based on the unit prices indicated in the financial proposal for the Framework Contract. The prices must be all inclusive. However, travel and subsistence expenses shall be reimbursed, but only in case of work performed at a location other than the normal place of performance of the specific contract, as indicated in the request for services.

The deliverables must be in line with the delivery schedule, and conform to the technical specifications of the specific contract.

The invoicing shall be based on the acceptance of the deliverables by the Agency, independently of the workload that the Contractor has used to produce the deliverables.

If required by the Agency, meetings and the presentation of the deliverables, during their acceptance process, may take place at the Agency's premises.

In the implementation of Fixed-Price specific contracts, ECHA typically retains a certain percentage from interim payments until final acceptance of all the deliverables agreed upon in the specific contract (please see Annex 4.2.2 a) and b) Model Specific Contracts).

Note: These contracts will be based on deliverables and following a negotiation with the Contractor. While the price has to be justified based on the FWC, it may be that every cost cannot be retrieved from a line item of the original FWC price catalogue. The main usage of these contracts would be for one-off transitions or other defined work packages related to innovation, thus not being available on the original price list. For non-standardised services, the Agency may request a quote from the contractor, and may accept or refuse it. In this case, the ordering and/or implementation details should be indicated in the procurement documents.

3.4 QUOTED TIME AND MEANS CONTRACTS

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

In a Quoted Time & Means order (QTM) the Agency specifies in the service request the different services to be provided, namely the different sub-tasks to be executed in a project, as well as the duration of the specific contract. The Agency may also specify the required profiles and the total maximum number of person days.

The place of performance of the work can be both off-site or on-site, depending on the needs of the Agency and as agreed in the specific contract. If requested by ECHA, meetings and execution of a sub-task – including the acceptance process - will be performed at the Agency's premises.

The Contractor 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 staff members proposed for the execution of the order. All Contractor resources must match the profile descriptions as laid down in these Specifications. Upon demand by the Agency, the Contractor shall provide the CVs (in Europass format) of the staff members, proposed for the execution of the specific contract and/or the respective subtask.

The Contractor may change the persons performing the work under the specific contract without notifying ECHA, and without need for approval from ECHA, except for core team members (for further details on core team, please see below). Upon demand by the Agency, the Contractor shall provide the CVs (in Europass format) of the new staff members, proposed for the execution of the specific contract.

ECHA reserves the right to reject the proposed replacement and request new CV(s). The Contractor shall be informed on the reason for the rejection.

In any case, the Contractor remains fully responsible for the delivery of a sub-task and cannot claim any delay due to replacement of resources.

3.4.1 SUB-TASKS

The work is divided into various sub-tasks performed during the implementation of the specific contract. The Agency will provide the Contractor with a detailed description of each sub-task. The Contractor will send the Agency a proposal for the execution of each sub-task (including the workload and time schedule) on the basis of a number of person-days with the requested profile(s). When agreement with the Agency has been reached, a QTM form must be signed by both parties. Only the costs agreed for the specified sub-tasks are chargeable, after acceptance of the deliverables by the Agency. The price quoted for the sub-task can be invoiced by the Contractor only after acceptance of the deliverables of the sub-task by the Agency, as specified in the specific contract. The QTM form may include an estimated amount for reimbursable expenses, in case of travel outside the normal place of performance of the contract is required during the implementation of the sub-task. Reimbursable expenses shall be paid on actual costs incurred and as specified in Articles I.5.3 and II.22 of the Framework Contract.

In the implementation of this type of specific contract, ECHA typically retains a certain

percentage from interim payments (usually that retention excludes reimbursable expenses) until final acceptance of all the deliverables agreed upon in the specific contract (please see Annex 4.2.2 a) Model Specific Contracts).

3.5 TIME AND MEANS CONTRACTS

The following conditions relating to Time & Means (T&M) orders apply:

The Agency specifies in the service request its needs for profiles of the Framework Contract, the workload (e.g. person-days) per profile, the tasks to be carried out and the expected deliverables, as well as the place of performance. The service request can combine different profiles, with the requested individual workload.

The Contractor must present candidates that match the requested profile description as laid down in the service request and in line with these specifications. The Contractor shall provide the CVs (in Europass format) and/or certifications of the staff members, proposed for the implementation of the specific contract.

The offer must also include the financial bid based on the unit prices of the Framework Contract. The financial proposal must include the price for the services and the reimbursable costs, where applicable. The prices must be all inclusive. However, travel expenses shall be reimbursed on actual costs, but only in case of work performed at a location other than the normal place of performance of the contract.

Prior to the signature of the specific contract, the Agency will verify that the team of consultants proposed by the Contractor meets the requirements of the service request of ECHA and of the profiles in the Framework Contract. Candidates proposed must be available for interviews. Candidates proposed must be available on the start date of the assignment defined in the service request.

The invoicing will be based on the number of person-days performed. In case of a T&M order, for the work performed off ECHA premises, the Contractor can request payment only if accompanied by a report specifying the tasks, related deliverables, worked days and hours per resource; for the work performed on ECHA premises, the Contractor can request payment only after the Agency has verified the correctness of the alleged worked time against the time recorded in the Time Tracking system of ECHA.

Replacements:

- When a person approved by ECHA is no longer available before the start of the implementation of a specific contract, the Contractor is obliged to inform the Agency immediately as they become aware of the fact. If the specific contract is not yet signed by both parties, the Contractor 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, a new candidate with equivalent qualifications and experience with respect to those of the person originally approved by the Agency, and as required for the profile. If requested by the Agency, the Contractor shall propose more candidates with the equivalent qualifications and experience 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 (the agreement will be formalised by exchange of emails) or exercise contractual remedies, as provided for in the Framework Contract.
- During the implementation of a specific contract, in case of replacement at the initiative of the Contractor, the Contractor 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, candidate(s) with qualifications and experience equivalent to those of the replaced staff. Prior

agreement of the Agency with the replacement must also be obtained. This agreement will be formalised by exchange of e-mails. 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 person approved by ECHA, up to 15 working days (free of charge for the Agency) must be performed by the replacement person. Any such replacement will be effected at no additional cost for the Agency.

- If in case of "force majeure", as defined in the Annex 4.2.1 ("Draft Framework Service Contract"), a person is no longer able to carry out the assignment, the Contractor is obliged to inform the Agency as soon as they become aware of the fact and immediately (within a maximum of 5 working days) provide a competent replacement 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 for the Agency. This interim replacement may ultimately be replaced by personnel having equivalent qualifications and experience to those of the person replaced.
- During the implementation of a specific contract, upon written request from the Agency the Contractor must present as soon as possible and within a maximum of 5 working days the CV (and if requested certifications) of candidate(s) 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 candidate 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 person is withdrawn. If no handover is possible and additional training is needed for the replacement person approved by ECHA, up to 15 working days free of charge for the Agency must be performed by the replacement person. Any such replacement will be effected at no additional cost to the Agency. The agreement will be formalised by exchange of emails.
- The holidays or other long periods of planned absence of the Contractor's team are expected to be agreed in advance with the Agency. On the Agency's demand, during holidays or other periods of planned absence, the Contractor may be required to provide an adequate replacement. The replacement will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to the Agency. All such training and handover work will be carried out at the Contractor's expense.

In case of replacement the Contractor must propose one candidate with equivalent qualifications and experience to those of the replaced person and as required for the relevant profile. If requested by the Agency, the Contractor shall propose more candidates with the equivalent qualifications and experience and as required for the profile. If the Contractor does not propose suitable replacement staff, the Agency may exercise contractual remedies, as provided for in the Framework Contract.

3.6 CONDITIONS APPLICABLE TO ALL THREE KINDS OF ORDERS (FIXED PRICE, TIME AND MEANS, QUOTED TIME AND MEANS)

ECHA reserves the right to ask for additional proof in the form of diplomas, certificates and references of studies, training, technical competence and work experience alleged in the CV of candidates proposed for a Specific Contract. ECHA reserves the right to take into account only the studies, training, technical competence and work experience, for which sufficient evidence has been provided, as evaluated by ECHA.

CVs (Europass format) must be used unless agreed otherwise by ECHA. Whenever EuroPass CVs are given to the Agency, these CVs must clearly demonstrate that the candidate fulfils the profile requirements of the Framework Contract, including where relevant the years of experience with specific technologies and/or methods. The Contractor must ensure that all information indicated in the CV is up-to-date, correct and validated with the relevant resource.

3.7 TERMS OF PAYMENT

The schedule and the procedure for approval of payments and the documents to be submitted will be defined separately in each specific contract depending on the nature of the tasks and duration of the given contract.

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 contracts creating an obligation for the Contractor to provide deliverables, the payment schedule, based on prior acceptance of deliverables by the Agency, will be defined in the specific contract. Requests for payment shall be admissible only when they are based on an invoice made in good and due form for services accepted by the Agency. Each invoice must include a detailed list of services covered by the invoice. For further details, please see Annex 4.2.1 ("Draft Framework Service Contract").

ECHA reserves the right to pay less than the amount foreseen in the specific contracts in accordance with the services actually rendered by the Contractor.

Where foreseen by the relevant specific contract, expenditure incurred at the request of the Agency for travels outside the normal place of performance of the contract, will be reimbursed in accordance with Articles I.5.3 and II.22 of the draft Framework Contract.

As a rule, under this Framework Contract paper invoices will not be required. However, if requested by ECHA, the Contractor shall send paper invoices to the Agency at no additional cost for ECHA.

Potentially in the future, upon request by ECHA, the Contractor shall make invoices available to the Agency in a common and structured electronic format, as agreed between ECHA and the Contractor, suitable for automated processing (for example, ECHA may decide to implement the European Commission's e-Procurement platform and in particular its e-invoicing module). The introduction of such system into the Framework Contract shall be agreed by the parties at governance level.

4 ANNEXES

4.1 TECHNICAL DOCUMENTATION

The technical documentation constitutes an integral part of the Specifications and consists of the following documents:

4.1.1 FWC400 TECHNICAL SPECIFICATIONS AND ANNEXES

- Annex 1 to the Technical Specifications - IT Infrastructure Architecture (CMO)
- Annex 2 to the Technical Specifications - Network Service Model (CMO)
- Annex 3 to the Technical Specifications - IT BCP - IT Continuity Technical Preparedness Plan (CMO)
- Annex 4 to the Technical Specifications - ICT Change Management (CMO)

- Annex 5 to the Technical Specifications - ECHA Indicative teleworking rules and requirements for IT hosting contractor

4.2 CONTRACTUAL DOCUMENTATION

4.2.1 DRAFT FRAMEWORK SERVICE CONTRACT AND ANNEXES

4.2.2 MODEL SPECIFIC CONTRACTS A) AND B)

4.2.3 REIMBURSEMENTS

4.2.4 PERFORMANCE- RETENTION GUARANTEE

4.2.5 STATEMENTS IRP

4.2.6 NON-DISCLOSURE AGREEMENT FOR IMPLEMENTATION OF THE FWC

4.3 ADMINISTRATIVE DOCUMENTATION

4.3.1 ELIGIBILITY DOCUMENTATION

4.3.1.1 Identification of the Candidate (LEF)

4.3.1.2 Model financial identification form (BAF)

4.3.1.3 Subcontractor/Letter of Intent

4.3.1.4 Power of Attorney

4.3.2 DECLARATION ON HONOUR - EXCLUSION AND SELECTION CRITERIA

4.3.3 SELECTION CRITERIA DOCUMENTATION

4.3.3.1 Financial and Economic Capacity Overview Form

4.3.3.2 Selection criterion 2.1. description organisation

4.3.3.3 Selection criterion 3.1.a) description security certification

4.3.3.4 Selection criterion 3.1 b) security services references

4.3.3.5 Selection criterion 3.2 a) transition of services references

4.3.3.6 Selection criterion 3.3 Managed Datacentre facilities and WAN services

4.3.3.7 Selection criterion 3.4 ECHA Managed WAN Service

4.3.3.8 Selection criterion 3.5 Services references

4.4 AWARD CRITERIA DOCUMENTATION

The award criteria documentation constitutes an integral part of the specifications and consists of the following documents:

4.4.1 FWC400 AWARD ANNEX SCENARIO 1

4.4.2 FWC400 AWARD ANNEX SCENARIO 2

4.4.3 FWC400 PRICE CATALOGUE (INCLUDING PRICE MODEL)

4.5 OTHER ANNEXES

4.5.1 CANDIDATE ADMINISTRATIVE DATA FORM

4.5.2 NON-DISCLOSURE AGREEMENT RECEIPT DOCUMENTS-PHASE II

4.5.3 MINIMUM REQUIREMENTS CHECKLIST

4.6 CHECKLIST OF DOCUMENTS TO BE SUBMITTED FOR PHASE I

The purpose of the table below is to facilitate the preparation of the request to participate by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the request to participate (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 request to participate.

Description	Section	Coordinator or group leader in joint bid	All partners in joint bid	Single or Main contractor	Sub- contractor
Candidate administrative data form (see section 2.4.1)	1	■		■	

Minimum Requirements Checklist (see sections 1.2.2, 2.3, 2.5.1 and Annex 4.5.3)	1	■		■	■
Power of attorney of partners in joint bid indicating the group leader (see section 2.4.1 and annex 4.3.1.4)	1		■		
Letter(s) of intent of subcontractor(s) (see section 2.4.1 and annex 4.3.1.3)	1				■
Legal Entity Form (see section 2.4.1)	1	■	■	■	■
Supporting documents for the Legal Entity Form	1	■	■	■	
Financial Identification Form (see section 2.4.1)	1	■		■	
Exclusion and Selection Criteria Form – Declaration on honour (see sections 2.3 and 2.4.2 and annex 4.3.2)	1	■	■	■	■ (5% for exclusion criteria)
Evidence of Economic and financial capacity (see sections 2.4.3 and 2.4.4)	1	■	■	■	■
Evidence of Technical and professional capacity (see section 2.4.3 and 2.4.4)	1	■	■	■	■

4.7 CHECKLIST OF DOCUMENTS TO BE SUBMITTED FOR PHASE II

The purpose of the table below is to facilitate the preparation of the tenders. 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	2	■