

ECHA/2009/39

**Multiple Framework Contracts
with reopening of competition
for the provision of IT and Security services**

**Open procurement procedure
Prior information notice: OJ 2009/S 56-079969
Contract notice: OJ 2009/S 98-140628**

**Specifications
Model Contract**

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ABBREVIATIONS

CMMI	Capability Maturity Model Integration
CV	Curriculum Vitae
ECHA	European Chemicals Agency
FAT	Factory Acceptance Test
FP	Fixed Price
ICT	Information and Communication Technologies
IS	Information System
ISMS	Information Security Management System
IT	Information Technology
ITIL	Information Technology Infrastructure Library
IUCLID	International Uniform Chemical Information Database
LAN	Local Area Network
MS	Microsoft
MSF	Microsoft Solutions Framework
p.a.	Per annum
QTM	Quoted Time & Means
RDBMS	Relational Database Management System
RIP	REACH Implementation Project
RUP	Rational Unified Process
SAT	Site Acceptance Test
SLA	Service Level Agreement
TFS	Team Foundation Server
TM	Time & Means
UML	Unified Modelling Language
XML	Extensible Mark-up Language
XP	Extreme Programming

SUMMARY

Contracting authority	The European Chemicals Agency (ECHA, referred to as 'Agency')
Purpose	Selection of tenderers as external service providers for development, studies and support of information systems and security.
Lots	This call for tenders is divided into six distinct lots, each lot consisting of a separate market: 1) Information systems development, implementation and maintenance 2) Information systems studies 3) Enterprise architecture 4) Information systems support 5) Security analysis and guidance 6) Security awareness
Volume (indicative)	The volume of the total market is estimated at 5,350 man-days per year of duration.
Contracts	For each lot, multiple Framework Contracts shall be signed with the successful tenderers. For the execution of these contracts a reopening of competition mechanism will apply.
Submission of offers	Each tenderer can only submit one offer. This offer may include proposals for one lot only, for any combination of lots, or for all lots. Proposals for various lots need to be clearly separated from each other.
Duration of Framework Contracts	2 years with two (2) possible prolongations of one additional year each
Places of delivery	The place of performance of the tasks concerning Lots 1 to 6 shall be either the Contractor's premises or the Agency's premises, as will be stipulated in the Specific Contracts or order forms. In exceptional cases, the necessity to deliver services in other places may occur.
Particulars of delivery	Delivery must be in conformity with the placed orders, which may be, depending on the specific lot, either Fixed Price, Time & Means or Quoted Time & Means Specific Contracts. Services will be carried out by the tenderer during normal working days and normal working hours. In exceptional cases, the necessity to deliver services outside the normal working days and the normal working hours may occur.
Variants	Not permitted.
Joint offers	Permitted.
Subcontracting	Subcontracting is permitted for subcontractors that are proposed in the offer for service delivery for defined locations or for precisely defined technologies. Apart from that, subcontracting will only be permitted in exceptional, well justified cases and for specific tasks.

INTRODUCTION

The European Chemicals Agency (ECHA or Agency) was established under Regulation (EC) No 1907/2006 for the purpose of ensuring effective management of the technical, scientific and administrative aspects of the REACH Regulation at Community level. More information about the Agency, its structure and activities can be found on the Agency website¹.

REACH sets out as one of its aims to improve the protection of human health and the environment through the better and earlier identification of the intrinsic properties of chemical substances enabling them to be adequately controlled during their manufacture and use. The main mechanism established in REACH to meet this aim is the registration requirement. Manufacturers and importers are required to gather information on the properties of their substances and to register the information to the Agency.

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

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

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

This service provision aims at providing a contractual way of satisfying the Agency's needs for information systems development, maintenance, studies, support and security.

¹ <http://www.echa.europa.eu>

1. TECHNICAL SPECIFICATIONS

1.1. OVERVIEW OF CURRENT INFRASTRUCTURE SITUATION

An indicative list of currently used products and infrastructure in the Agency is described hereafter². This list is not exhaustive and may evolve over time.

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

The present software infrastructure at the Agency is:

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

The information systems and software environment presently available at the Agency are:

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

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

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

1.2. REQUIRED SERVICES

The services required under this Framework Contract are organised in **six** (6) separate lots, each covering a distinct area of expertise:

- **Lot 1:** Information systems development projects
- **Lot 2:** Information systems studies
- **Lot 3:** Enterprise architecture
- **Lot 4:** Information systems support
- **Lot 5:** Security Guidance
- **Lot 6:** Security awareness

1.2.1. Lots

1.2.1.1. Lot 1 - Information systems development projects

Lot 1 encompasses the development of information systems and software products, their implementation, their enhancements, their integration, and their maintenance⁴.

Lot 1 may concern all types of information systems and areas, end to end software application developments or customisation of off-the-shelf products, further development and maintenance of legacy systems such as the central IT system of the Agency (REACH-IT⁵) or the software application used by industry to fulfil their REACH obligations (IUCLID 5⁶, CSA Tool⁷), based on open source software or commercial products.

Typical examples of the required services under Lot 1 are:

- Data processing and information management applications,
- Services and knowledge management tools in scientific areas,
- Operational IT support of regulatory business processes enriched by scientific and/or financial workflows,
- Document and content management applications,
- Web content management applications,
- Intranet development,
- Business intelligence applications,
- Data warehouse,
- Hosting services, etc.

⁴ The required profiles for this lot are listed in section “1.2.2. Profiles”.

⁵ REACH-IT link on ECHA homepage: http://echa.europa.eu/reachit_en.asp

⁶ <http://iuclid.eu/>

⁷ See Guidance on information requirements and chemical safety assessment available on the Agency website at http://guidance.echa.europa.eu/guidance_en.htm#GD_PROCC_I and “Study on IT tool to assist the development of Chemical Safety Reports”: deliverables available on DG ENTR website at http://ec.europa.eu/enterprise/reach/reach/studies/index_en.htm

Activities covered in all services required under Lot 1 may include all steps in a project life cycle:

- Project management, in accordance to recognised project methodology frameworks and quality assurance
- Feasibility studies, proof of concept and pilot implementation
- System analysis and design
- Programming, customisation and configuration
- Testing
- Installation, technical documentation and technical training
- Enhancements⁸
- Corrective and preventive maintenance⁹

It may require the use of all development technologies used at the Agency. In particular, this lot requires experience with the (non exhaustive) technologies and products referred above¹⁰.

1.2.1.2. Lot 2 - Information systems studies

Lot 2 covers all types of information system studies¹¹ in the following areas:

Information systems quality

- Information systems quality plans
- Information systems functional and quality tests
- Information systems development cycle quality control and evaluation
- Quality assessments
- Elaboration and implementation of Service Level Agreements
- Assistance in the implementation of the Agency's project management methodology
- Assistance of change management

⁸ Enhancements: additions, changes or deletions of functionalities from the software.

⁹ Corrective maintenance: Reactive modification of a software product performed after delivery to correct discovered problems; Preventive maintenance: Modification of a software product after delivery to detect and correct latent faults in the software product before they become effective faults.

¹⁰ See Section 1.1.

¹¹ The required profiles for this lot are listed in section "1.2.2. Profiles".

Information systems requirement analysis

- Vision documents, business case
- Design of information systems
- Business case modelling
- Risk analysis

Information systems specific studies

- Technical studies
- Technical evaluations
- Information systems implementation or deployment studies
- Information systems hosting

A strong methodology for producing studies is requested.

This lot requires experience (non-exhaustive) with:

- RUP
- Agile methods (XP, Scrum, etc.)
- UML modelling techniques
- MS Office (including MS Project and MS Visio)

Moreover, ITIL is applicable for service management and PRINCE2 and MSF for control of IT objectives.

1.2.1.3. Lot 3 - Enterprise architecture

Lot 3 covers development and enhancement of Information System architecture¹². It includes the following areas:

- Analysis of portfolio of information systems
- Analysis of business processes architecture
- Analysis of technology architecture
- Analysis of systems and application architecture
- Analysis of data architecture
- Analysis of organisational structures
- Costs/benefits analysis
- Development and enhancement of specific information systems architecture
- Assistance with the definition and implementation of architectural guidelines
- Architecture maturity assessment
- Data flow analysis

¹² The required profiles for this lot are listed in section “1.2.2. Profiles”.

A strong methodology and experience in enterprise architecture modelling are necessary.

This lot requires expertise (non-exhaustive) in:

- Framework support like Togaf (v.8 or 9)
- Enterprise architecture and representation tools (e.g. Trous technologies; Archimate; UML etc.)
- Software maturity models (e.g. CMMI)
- Business process analysis tools (e.g. Casewise)

1.2.1.4. Lot 4 - Information systems support

Lot 4 focuses on information support, user assistance, system administration and coordination¹³.

It includes the following activities:

User assistance

- User help and coaching concerning the use of information systems
- Assistance in information system installation for the users
- Authoring of user documentation
- Preparation and provision of user training
- Provision of user information

Administration

- Configuration of an information system
- Organisation of an information system help-desk
- Reporting of activities
- Mastering of information sites

Coordination

- Coordination of user communities
- Coordination of a development community
- Integration of developments provided by users communities
- Provision of user information (e.g. news, FAQ, feedback of requests)
- Information systems promotion

¹³ The required profiles for this lot are listed in section “1.2.2. Profiles”.

1.2.1.5. Lot 5 – Security Guidance

Lot 5 focuses on security guidance and may concern all areas¹⁴.

The services will require extensive experience and skills in the field of security and related disciplines¹⁵ and proven ability to adapt existing concepts and documents of the service provider's knowledge base (library of existing strategies, policies, procedures, guidelines, architecture blueprints and security metrics) to the organisational environment of the Agency.

It includes the following activities:

Information systems security

- Security studies
- Security assessments
- Risk analysis of operational environment
- Provide strategic guidance (direction, approaches, best practices, benchmarks, architecture blueprints, standards and recommend tools) for Business continuity planning or security services and solutions

Policies, procedures, guidelines and metrics

- Enhance and further develop the ISMS, policies, procedures, guidelines and metrics (Key Performance Indicators and Key Risk Indicators)

Risk management

- Enhance and further develop the risk assessment approach, help the Agency in performing risk analysis, choosing treatment options and selecting controls

Enhance and further develop the security controls in the areas of:

- Security policy
- Organisation of security
- Asset management
- Human resources security
- Physical and environmental security
- Communications and operations management
- Access control
- Information systems acquisition development and maintenance
- Incident management
- Business continuity management
- Compliance

¹⁴ The required profiles for this lot are listed in section "1.2.2. Profiles".

¹⁵ e.g. business continuity, knowledge management, behavioural & organisational sciences and communication

Audit

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

1.2.1.6. Lot 6 – Security awareness

Lot 6 focuses on security awareness and may concern all areas¹⁶.

The services will require extensive experience and skills in the field of information security and related disciplines and proven ability to adapt existing awareness concepts and deliverables of the service provider's knowledge base (library of awareness information modules including e-learning, rich multimedia content, promotional material, give-aways) to the organisational environment of the Agency.

It includes the following activities:

Security awareness programme

- Identify the needs of the organisation and prepare the concept to be used

Prepare training material

- Traditional classroom training presentations
- Education and workshops for specific target groups
- Computer aided training material (e-learning) for self learning
- Questionnaires and tests to test the knowledge
- E-mails and intranet content for multi-channel publication
- Video material to demonstrate security threats in working environment
- Newsletters to highlight important security topics
- Flyers to promote security awareness
- Other promotional material such as giveaways

1.2.2. Profiles

The following profiles are required for the provision of services¹⁷. Please note that the distribution of profiles per lot as indicated below is indicative. The actual use of profiles during the execution of the Framework Contracts may differ from these figures depending on the type of project or study.

¹⁶ The required profiles for this lot are listed in section "1.2.2. Profiles".

¹⁷ see section 5.1.1.

Profile	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6
1. Project Manager	7%	25%			10%	10%
2. Project Assistant	3%					
3. Senior Quality Consultant	3%	10%				
4. Quality Consultant	2%	10%				
5. Senior Security Consultant	3%				40%	20%
6. Security Consultant	2%					
7. Senior Analyst	10%	10%			30%	20%
8. User Requirements Analyst	7%	10%				
9. User Interface Specialist	3%	5%				
10. Senior Analyst-Programmer	10%	10%				
11. Analyst-Programmer	8%	5%				
12. Programmer	5%			15%		
13. Junior Programmer	2%			5%		
14. Workflow Engine specialist	4%	10%				
15. Technical Writer	3%			10%	20%	20%
16. Web Designer-Developer	5%	5%				
17. Web Developer	4%			15%		
18. Junior Web Developer	1%			5%		
19. Graphical Designer	2%			10%		15%
20. Senior Architect	4%		60%			
21. Architect	2%		40%			
22. Information System Tester	8%					
23. Trainer	2%			40%		15%

Volume

Current estimates for these services indicate resource requirements of approximately 5,350 man-days per year of the Framework Contract duration. The relative distribution among the various lots is estimated as follows:

Lot	Subject	Man-days p.a.
1	IT system development projects	4,000 man-days p.a.
2	Information system studies	450 man-days p.a.
3	Enterprise architecture	300 man-days p.a.
4	Information system support	300 man-days p.a.
5	Security analysis and guidance	150 man-days p.a.
6	Security awareness	150 man-days p.a.

For Lot 1, a distribution of approximately 30:70 between intra-muros and extramuros services is estimated, for the remaining lots this ratio is 70:30.

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

The Agency may exercise the option to increase the estimated market amount at a later stage via negotiated procedure with the successful tenderer(s) in accordance with Art. 126 (1) (f) of the Implementing Rules of the Financial Regulation¹⁸.

1.2.3. General conditions for the provision of services

1.2.3.1. Language

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

1.2.3.2. Used products and infrastructure

The technologies and tools used for the provision of services and products should be the ones listed above¹⁹ or equivalent. The personnel providing the service will use only the standard software packages in use at the Agency, and no other software may be installed or used without the written authorisation of the Agency.

1.2.3.3. Place of performance

The place of performance of the tasks concerning Lots 1 to 6 shall be either the Contractor's premises or the Agency's premises, as will be stipulated in the Specific Contracts or order forms.

¹⁸ Commission Regulation (EC, Euratom) No 1261/2005 of 20 July 2005, Commission Regulation (EC, Euratom) No 1248/2006 of 7 August 2006 and Commission Regulation (EC, Euratom) No 478/2007 of 23 April 2007, amending Regulation (EC, Euratom) No 2342/2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities.

¹⁹ See Section 1.1

1.2.3.4. Work time

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

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

Work outside of normal working hours and normal working days:

In exceptional cases and only on demand of the Agency, the necessity to deliver services outside of the normal working days and the normal working hours may occur. For these exceptional situations the following surcharges will be applied.

- Service delivery on normal working days, but outside of normal working hours: surcharge of 50% of the applicable day rate.
- Service delivery outside of normal working days: surcharge of 100% of the applicable day rate.

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

1.2.3.5. Training

As a rule, the Agency will not take charge of the training of the Contractor's staff. When needed, general informatics training courses must be followed outside the Agency's premises.

In exceptional cases (e.g. if the training course is not provided externally) and on special request of the Agency, staff working for a Time & Means Specific Contract may follow an informatics training course organised by the Agency. However, the training days are not paid to the Contractor by the Agency.

In principle, the Contractor is asked to plan at least five (5) days training course per year for its staff working in the Agency's premises.

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

1.2.3.6. Security clearance

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

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

1.2.4. Deliverables and acceptance of work

Official acceptance of the work carried out will take place at milestones during and at the end of each order execution after acceptance of all deliverables forming part of the order according to the default procedures described below.

Invoices may be issued only for executed orders and tasks that have been completed and duly accepted.

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

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

1.2.4.1. Document deliverables

1.2.4.1.1. Requirements

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

Contract/Project reports

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

The report will include:

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

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

Meetings and minutes

Meetings may take place either in Helsinki or any other location as requested by the the Agency's project managers. The frequency of meetings will depend on the size and complexity of the project and will be stipulated in the Specific Contracts or order forms.

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

Meeting minutes, which have been agreed with the Agency project team, will form part of the deliverables.

1.2.4.1.2. Acceptance procedure

When a document is submitted to the Agency for review, a review cycle of T1/T2/T3/T4 will apply, where:

- T1 refers to the number of working days needed by the Agency to review the deliverable and provide the Contractor with comments on the deliverable.
- T2 refers to the number of working days allotted to the Contractor to provide its position to the comments raised by the Agency. This position will be flagged by the Agency using the following status:
 - "To be implemented";
 - "To be discussed";
 - "No action" with the appropriate justification. "No action" refers to comments that do not impose any action to be taken by the Contractor.

Comments for which the position of Contractor is "To be discussed" or for which the Agency does not agree with the given position will be discussed during a review meeting. A meeting decision ("No Action" or "To be implemented") will be made and recorded in the meeting minutes made by the Contractor.

- T3 refers to the number of working days allotted to the Contractor to implement the meeting decisions and release an updated version of the deliverable.

- T4 refers to the number of working days needed by the Agency to verify the correct implementation of the reviewers' remarks.

The Contractor must take into account the expected acceptance time when planning the project deliverables.

The Agency can reject a document by interrupting the review cycle when there is evidence that the quality of the deliverable is too low or when there is evidence that the objective of the document is missed.

No document is accepted by default. When the responsibility of a delay in the review process is clearly identified on the Agency side, the Contractor must alert the Agency.

After T4, the Agency will accept the deliverable only when all meeting decisions have been implemented successfully. In any other situation the Agency may reject the deliverable or ask the Contractor to resume from T3.

The default review cycle for a non software related document is as follows:

- T1: 10
- T2: 5
- T3: 5
- T4: 5

Following final acceptance, the Agency will issue a Certificate of Acceptance.

1.2.4.2. IT product deliverables

1.2.4.2.1. *Requirements*

Any software developed should be delivered with a clearly documented and well structured computer source code. Code review may be performed at any time in order to establish the quality of the deliverables.

Before the Contractor delivers software to the Agency and before starting the Site Acceptance Test (SAT), the Agency needs to ensure that all tests required by the development cycle have been executed and completed successfully by the Contractor.

For this purpose, the Contractor will conduct a Factory Acceptance Test (FAT) in order to verify that the software that will be delivered for acceptance meets its specifications and that all development activities are completed and finally that the test scripts to be run during the SAT passed successfully.

After the Agency has accepted the results of the FAT the Contractor will be allowed to deliver its software for acceptance.

The Contractor shall guarantee the integration of the software deliverables in the target informatics environment.

To ensure a successful SAT and to facilitate the acceptance process, the preparation and verification of the test infrastructure is foreseen as one of the tasks in the Specific Contract. In addition, within each development iteration, the Contractor should provide on-site support of the SAT to enable the sharing of knowledge between the different

parties and to verify the test infrastructure. During this period all parties involved in the acceptance process may update any of the items that will undergo the SAT.

For each development iteration deliverable, documentation should be provided to enable the Agency to perform the SAT. This documentation will include release notes, installation notes and the Contractor's FAT report. The Contractor must deliver, in addition to these documents, up to date User and Installation manuals prior to SAT of the Beta-version.

A technical meeting where the results are discussed and actions on issues are assigned should be held prior to each SAT.

The SAT can only begin when the Agency considers that the necessary pre-SAT requirements have been met.

1.2.4.2.2. Acceptance procedure

If not specified otherwise in a Specific Contract or order form, the following acceptance procedures will be applicable:

(i) Site acceptance test

SAT activities: the Agency will run the test scenarios specified in the Project Test Plan and/or Iteration Test Plan. This plan will be available to the Agency before the start of the SAT. The Contractor shall provide assistance to the Agency's personnel in order to set up the test environment, as described under the SAT pre-requisites.

SAT closure: The SAT is under the responsibility of the Agency and may be repeated until the software attains the acceptance criteria.

A technical meeting where the results are discussed marks the end of each SAT. Based on the outcome of this meeting, the Agency will draft a SAT report and decide whether the software under test can be accepted as is or can be accepted with reserves (which will be implemented in future releases of the application) or cannot be accepted. In the latter case, the changes agreed in the meeting will need to be implemented and a new SAT cycle will be planned.

(ii) Acceptance test pass / fail criteria

Each test shall only have been deemed to be successful if the actual result matches exactly the expected result specified in the SAT acceptance test script document. If this is not the case, the tester will raise an issue and report that the test failed.

Unless specified otherwise in the specific contracts or order forms, the following number of defects that can be accepted and their criticality shall apply:

When one critical issue is raised during the SAT, the SAT may be interrupted and the software may be rejected.

- When more than 3 major issues are raised during the SAT, the SAT may be interrupted and the software may be rejected.

- For any of the major issues identified raised during the SAT, provided that the Agency accepts the SAT acceptance test script, the Agency shall be entitled to withhold an amount of 20% per major issue on the related payment. In the case of a fixed price Specific Contract this will be 20% per major issue of the total amount of the Specific Contract. In case of a quoted times and means Specific Contract this will be 20% per major issue of the total amount of the respective subtask agreement.
- When more than 7 minor issues are raised during the SAT, the SAT may be interrupted and the software may be rejected.

A critical issue is: a defect that prevents the user to use the software for its purpose.

A major issue is: a defect that will prevent the user to use one or more functionalities of the software.

A minor issue is: a defect that will not prevent the user to use any functionality. However the implementation of the functionality is considered faulty and requires a modification.

(iii) *Decision on Acceptance:*

The decision of the Agency on acceptance of software is based on the SAT report produced by the Agency.

(iv) *Acceptance phases*

Provisional acceptance procedure:

During this phase, the procedure defined in point (i) and (ii) above is applicable during the course of the project for deliverables under each Specific Contract.

Final acceptance:

Although some deliverables may be accepted within a Specific Contract to allow project subsequent steps to be executed, the Agency's aim is to perform a final acceptance of all deliverables as a whole at the end of the project. The rationale being alignment and consistency of all deliverables resulting from further development in subsequent Specific Contracts. While there may be a final subtask acceptance, which would relate to the acceptance of the beta-version, there would be a subsequent final acceptance at the end of the project. A provisionally accepted deliverable may be rejected during final acceptance of all deliverables. In such case, the "provisional" acceptance procedure must re-apply to the deliverable and if satisfactory, another final acceptance procedure must be called.

If after three attempts at acceptance, the software still fails to meet the terms of the Contract, the Agency shall have the following options:

- To require the Contractor to supply, without charge, a replacement or additional set of Software;
- To accept and retain part of the Software, at a reduced price agreed between the Agency and the Contractor,

- To refuse the software and cancel the Specific Contract on reimbursement of sums unduly paid.

In the case the tests have been satisfactory, the Agency shall deliver a certificate of acceptance that shows the acceptance date and mentions any reservations it may have regarding the services.

When acceptance is linked to payment, a copy of the certificate of acceptance shall be attached to the invoice.

2. THE TENDER

2.1. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

The offer must remain valid for a period of 9 months following the final date for submitting tenders²⁰. During this period, tenderers must maintain all the conditions of their bids.

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

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

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

2.2. CONTENT OF THE TENDER

2.2.1. General

Tenderers may decide to apply for one, several or all lots. If a tenderer opts to provide offers for more than one lot then the tenderer needs to prepare and submit one offer

²⁰ See section 2.4

including the proposals and bid for each lot and all requested documents and annexes. Offers for various lots need to be clearly separated.

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

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

Tenders must include the following information:

- all the information and documents requested by the Agency in order to assess the tender;
- the price in euros;
- one specimen signature of an authorised agent (preferably in blue ink) on the legal entity form, and a statement from the same agent confirming the validity of the tender;
- the name and contact details of a contact person in relation to the submission of the bid.

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

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

2.2.2. Structure

2.2.2.1. Section One: Administrative proposal

2.2.2.1.1. *Eligibility documentation*

The eligibility of the tenderer will be verified at the beginning of the assessment procedure²¹.

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

The Legal Entity Form²² is to be signed by a representative of the tenderer authorised to sign contracts with third parties.

The Financial Identification Form²³ shall be duly filled in and signed by an authorised representative of the tenderer and his or her banker.

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

Both joint offers and subcontracting are allowed in response to this call for tenders. Offers may even combine both approaches. In any case, the tender documents must

²¹ See section 3.3.

²² This form is available at: http://europa.eu/comm/budget/execution/legal_entities_en.htm; see also section 5.2.1.

²³ This form is available at: http://europa.eu/comm/budget/execution/ftiers_en.htm; see also section 5.2.1.

specify very clearly by means of the appropriate forms, detailed hereafter, whether each company involved in the tender is acting as a partner in a joint offer or as a subcontractor (this also applies where the various companies involved belong to the same group, or even where one is the parent company of the others).

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

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

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

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

In case of tenderers submitting a joint offer, the tenderers are asked to fill in and duly sign one of the attached **powers of attorney**²⁴, depending on the set up that has been chosen by the tenderers.

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

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

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

If the tenderer envisages subcontracting, the tender must include:

- a **declaration**²⁵ concerning the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent**²⁶ by each proposed subcontractor stating its intention to collaborate with the tender if the tenderer wins the Contract and their willingness to accept the tasks and the terms and conditions set out above²⁷, in particular Article II.17 of the draft framework service contract²⁸.

²⁴ This document is available in section 5.2.1.2.

²⁵ This document can be provided in free format.

²⁶ This document is available in section 5.2.1.1.

²⁷ See also section 2.1.

²⁸ This document is available in section 5.4.

2.2.2.1.2. *Exclusion criteria documentation*

The compliance with the exclusion criteria shall be assessed in the first stage of the evaluation of the tenders²⁹.

Tenderers or their representatives shall provide a **declaration on their honour**³⁰, duly signed and dated in which they:

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

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

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

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

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

2.2.2.1.3. *Selection criteria documentation*

General

The evidence for the selection criteria shall be assessed in the second stage of the evaluation of the tenders³¹.

This part of the tender concerns the criteria and evidence relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid, It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided that it will have at its disposal the resources necessary for performance of the Contract, for

²⁹ See section 3.3.

³⁰ This document is available in section 5.2.2.1.

³¹ See section 3.3.

example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

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

Evidence for selection criterion 1.1³²:

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

- a) *A statement of overall turnover for the past three financial years³³*
- b) *A complete copy of the tenderer's audited annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks) of the past three years, as approved by the general assembly of the company and, where applicable, published; If, for some exceptional reason which the Agency considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Agency considers appropriate. In any case, the Agency must at least be notified of the exceptional reason and its justification in the tender. The Agency reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.*

All tenderers must provide proof of their economic and financial capacity. If several service providers are involved in the bid, their consolidated economic and financial capacity will be taken into consideration in order to assess this selection criterion. The same applies to subcontractors whose tasks are equal to or exceed 30% of the Contract.

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

Evidence for selection criterion 2.1³⁴:

A statement of the manpower³⁵ meeting the general requirements³⁶ of the profiles for the lot and the number of managerial staff which is available for the services required.

The CVs of the staff members meeting the general and specific requirements³⁷ of the profiles per lot which are responsible for carrying out the service, in the form of a Europass Curriculum Vitae (CV)³⁸.

Evidence for selection criterion 2.2³⁹:

A detailed description of all the projects provided according to the template⁴⁰.

Evidence for selection criterion 2.3⁴¹:

³² See section 3.3.

³³ To be provided in free format

³⁴ See section 3.3.

³⁵ To be provided in free format.

³⁶ See section 5.3.2.1

³⁷ See section 5.3.2.2

³⁸ Format available at:

<http://europass.cedefop.europa.eu/europass/home/vernav/Europass+Documents/Europass+CV/navigate.action?locale id=1>; see also section 5.2.2.

³⁹ See section 3.3.

⁴⁰ See section 5.2.3.2.

List of previous projects and deliverables performed in English as well as an excerpt of a technical draft relating to a previous project concerning similar deliverables in English⁴².

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

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

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

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

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

2.2.2.2. Section Two: Technical proposal

2.2.2.2.1. *Qualitative award criteria documentation*

This section is of great importance in the assessment of the bids, the award of the Contract and the future execution of any resulting Contract. Some guidelines are given below, but attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention.

The technical proposal should address all matters laid down in the technical specifications for the lot for which a tender is submitted and should include models, examples and technical solutions to problems raised in the corresponding basis for assessment giving an answer to each of the points mentioned with regard to the methodology, deadlines and organisation. The level of practical details provided in the tender will be extremely important for the evaluation of the tender. The technical proposal must respond to these technical specifications and provide, as a minimum, all the information needed for the purpose of awarding the Contract.

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

⁴¹ See section 3.3.

⁴² To be provided in free format.

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

Assessment basis	Lot 1	Lot 2 to Lot 6
Assessment basis for Award Criterion AW1	Answers to questionnaire ⁴³ and case studies of the respective lot ⁴⁴	Answers to questionnaire ⁴³ and case studies of the respective lot ⁴⁴
Assessment basis for Award Criterion AW2	Answers to questionnaire ⁴³ and case studies of the respective lot ⁴⁴	Answers to questionnaire ⁴³ and case studies of the respective lot ⁴⁴
Assessment basis for Award Criterion AW3	Answers to questionnaire ⁴³ and case studies of the respective lot ⁴⁴	Answers to questionnaire ⁴³ and case studies of the respective lot ⁴⁴
Assessment basis for Award Criterion AW4	Answers to questionnaire ⁴³ and case studies of the respective lot ⁴⁴	Answers to questionnaire ⁴³ and case studies of the respective lot ⁴⁴
Assessment basis for Award Criterion AW5	Answers to questionnaire ⁴³ and case studies of the respective lot ⁴⁴	n.a.

⁴³ See section 5.2.4.1.1

⁴⁴ See section 5.2.4.1.2

2.2.2.3. Section Three: Financial proposal

2.2.2.3.1. *Financial award criteria documentation*

Tenderers must use the financial form⁴⁵ to formulate their financial bid.

The tenderers' attention is drawn to the following points:

- Prices must be expressed in euros.
- Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to the Agency by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderers' responsibility to contact their national authorities to clarify the way in which the European Community is exempt from VAT.
- Prices shall not be conditional and be directly applicable by following the technical specifications.
- Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

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

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

Revision shall be calculated in accordance with the following formula:

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

where:

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

⁴⁵ See Section 5.2.3

- The reference price for the award of the Framework Contract shall be based on unit prices reported in Table 1⁴⁶ (daily rate – on-site and off-site - for the profiles required for the lot for which a tender is submitted).
- Price quoted for person-days will have to be all-inclusive, thus no additional costs may be charged for delivery at the normal place of delivery (i.e. the Agency).
- Upon signature of the Framework Contract, the reference price table shall be included in Annex I of the Framework Contract as a reference price list.

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

2.3. FORM OF THE TENDER

A tender has to be submitted separately for each lot.

The tender must be submitted under double sealed cover.

The outer envelope should bear the address as mentioned below.

The inner envelope should be addressed to the Finance Unit R1 and marked "*Invitation to tender No ECHA/2009/39-LOT No []*" and "*Not to be opened by the internal mail service*". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape. The inner envelope must also contain three sealed envelopes, one containing the administrative proposal, the second the technical proposal and the third the financial bid. Each of these envelopes must clearly indicate the content. The administrative proposal, the technical proposal and the financial bid must be submitted, in duplicate (one set of originals and one set of copies) and a third set in electronic format (on CD ROM).

2.4. SUBMISSION OF THE TENDER

Tenders may be:

- a) either sent by registered mail, posted no later than 03/07/2009, (date as postmark); to the following address:

*European Chemicals Agency (ECHA)
 Invitation to tender No: ECHA/2009/39-LOT No []
 Finance Unit R1
 PO Box 400
 Annankatu 18
 00121 Helsinki
 Finland*

⁴⁶ See section 5.2.4.2.1.

- b) or sent by courier services, no later than 03/07/2009 (date of deposit slip), to the following address:

*European Chemicals Agency (ECHA)
Invitation to tender No: ECHA/2009/39-LOT No []
Finance Unit R1
Annankatu 18
00120 Helsinki
Finland*

- c) or delivered by hand, in person or by an authorised representative no later than 16:00 hours Helsinki time on 03/07/2009, (date of acknowledgement of receipt by the Agency) to the address mentioned above.

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

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

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

3. THE ASSESSMENT PROCEDURE

3.1 CONTACT BETWEEN THE TENDERER AND THE AGENCY

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

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

Such requests for further information may be made only in writing with the subject indication, « ECHA/2009/39-LOT No [] » to the following e-mail address:

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

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

Insofar as it has been requested in good time, the questions raised and the additional information provided by the Agency will be published on the website⁴⁷.

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

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

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

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

⁴⁷ http://echa.europa.eu/opportunities/procurement_en.asp

3.2 OPENING OF THE TENDERS

Tenders will be opened at 16:00 on 10/07/2009 at the following location:

<p style="text-align: center;"><i>Office address:</i> <i>European Chemicals Agency (ECHA)</i> <i>Annankatu 18</i> <i>00120 Helsinki</i> <i>Finland</i></p>
--

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

3.3 EVALUATION OF THE TENDERS

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

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

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

The aim of each of these stages is:

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

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

Where the Multilateral Agreement on Public Contracts concluded within the framework of the WTO applies, the contracts are also open to nationals (natural or physical) of States that have ratified this Agreement under the conditions provided for therein⁴⁸.

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

Stage 1 – Application of exclusion criteria

In accordance with Articles 93 and 94 of the Financial Regulation, tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the standard form⁴⁹.

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

Stage 2 - Application of selection criteria

In this stage the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion criteria will be assessed on the basis of the mentioned documents⁵⁰ and additional information available to or requested by the Agency:

A consolidated assessment shall be made for joint offers (all members of the consortium together) and in case of subcontracting (tenderer plus subcontractor) to the extent that the subcontractor puts its resources at the disposal of the tenderer for the performance of the Contract.

The following selection criteria will apply:

⁴⁸ See also: http://www.wto.org/english/tratop_e/gproc_e/memobs_e.htm#top#top.

⁴⁹ See section 5.2.2.

⁵⁰ See section 5.2.3.

<u>SELECTION CRITERIA</u>
1. FINANCIAL AND ECONOMIC CAPACITY
1.1 Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the Contract for the specific lot ⁵¹ .
2. TECHNICAL AND PROFESSIONAL CAPACITY
2.1 The ability to provide the necessary human resources to deliver the required services for the specific lot ⁵² .
2.2 Relevant experience in the field of the services for the specific lot ⁵³ .
2.3. Adequate and relevant language skills to execute the required tasks in English.

Stage 3 - Application of award criteria

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

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

⁵¹ See section 5.3.1.

⁵² See section 5.3.2.

⁵³ See section 5.3.3.

No	Qualitative award criteria	Lot 1 Weighting (maximum points)	Lots 2 to 6 Weighting (maximum points)
AW1	<i>Quality of the tenderer's proposal for the overall management of the service</i>	10	10
AW2	<i>Quality of the tenderer's proposal for the ordering of the service</i>	10	10
AW3	<i>Quality of the tenderer's proposal for the delivery of the service</i>	15	15
AW4	<i>Lot 1: Quality of the service, methodological and technological proposal in the domain of the lot</i> <i>Lot 2 to 6: Quality of the service and methodological proposal in the domain of the lot</i>	30	35
AW5	<i>Quality of the tenderer's infrastructure proposal⁵⁴</i>	5	n.a.
Total number of points		70	70

The selected tender is assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

Tenders scoring less than 70% in the overall points total or less than 50% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.

⁵⁴ Offers for Lot 1 will be evaluated as to whether the proposed development infrastructure for the delivery of the services, which is to be provided at the Contractor's expense, adequately matches ECHA's needs. Elements of consideration will be:

- Proposed Hardware
- Proposed Software
- Security (e.g. availability, confidentiality)

Technical Merit for Lot 1	
TM	$TM = (AW1 + AW2 + AW3 + AW4 + AW5)$

Technical Merit for Lots 2 to 6	
TM	$TM = (AW1 + AW2 + AW3 + AW4)$

The **Technical Merit (TM)** is evaluated as follows: a maximum of **70 points** are given for all qualitative award criteria applied for the specific lot. The other offers are ranked according to the above mentioned formula, in which:

- AW1 = Award Criteria 1
- AW2 = Award Criteria 2
- AW3 = Award Criteria 3
- AW4 = Award Criteria 4
- AW5 = Award Criteria 5
- 70 = Maximum points to be awarded

Price	
P	$P = (Pmin/Po) \times 30$

The **Price criterion (P)** is evaluated as follows: a maximum of 30 points is given to the lowest price offer. The other offers are ranked according to the above mentioned formula, in which:

- P = Classification of each price offer (points to be awarded)
- Po = Price of each offer : total price as computed according to the weighting table⁵⁵
- Pmin = Minimum price offered among all tenders
- 30 = Maximum points to be awarded

Final Evaluation	
X	$X = TM + P$

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

- Technical Merit (TM) (70 points)
- Price (P) (30 points)

⁵⁵ See section 5.3.4.

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

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

No	Qualitative award criteria	Lot 1 Weighting (maximum points)	Lots 2 to 6 Weighting (maximum points)
AW1	<i>Quality of the tenderer's proposal for the overall management of the service</i>	10	10
AW2	<i>Quality of the tenderer's proposal for the delivery of the service</i>	10	10
AW3	<i>Quality of the service (and methodological) proposal in the domain of the lot</i>	20	30
AW4	<i>Quality of the tenderer's technological proposal in the domain of the lot</i>	10	n.a.
AW5	<i>Quality of the proposed team</i>	10	10
Total number of points		60	60

The selected tender is assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

Tenders scoring less than 70% in the overall points total or less than 50% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.

Technical Merit for Lot 1	
TM	$TM = (AW1 + AW2 + AW3 + AW4 + AW5)$

Technical Merit for Lots 2 to 6	
TM	$TM = (AW1 + AW2 + AW3 + AW5)$

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

- AW1 = Award Criteria 1
- AW2 = Award Criteria 2
- AW3 = Award Criteria 3
- AW4 = Award Criteria 4
- AW5 = Award Criteria 5
- 60 = Maximum points to be awarded

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

The **Price criterion (P)** is evaluated as follows: a maximum of **40 points** is given to the lowest price offer. The other offers are ranked according to the following formula:

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

in which:

- P = Classification of each price offer (points to be awarded)
- P_o = Price of each offer : total price as computed according to the weighting table⁵⁶
- P_{min} = Minimum price offered among all tenders
- 40 = Maximum points to be awarded

Final Evaluation	
X	$X = TM + P$

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

- Technical Merit (TM) (60 points)
- Price (P) (40 points)

⁵⁶ See section 5.3.4.

3.4 AWARD OF THE CONTRACT

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

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

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

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

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

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

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

The tenderer to whom the Contract is to be awarded shall provide, within the 15 days following the receipt of the letter informing him of the proposed award of the Contract and preceding the signature of the Contract, the following evidence confirming the declaration referred to in Section 2.2.2.1.:

1. The Agency shall accept as satisfactory evidence that the tenderer to whom the Contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
2. The Agency shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State.

3. Where the document or certificate referred to in paragraph 1 and 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 93 of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested Party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.
4. Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, and 3 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer or tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever the Agency requests it.
5. Where they have doubts as to whether tenderers are in one of the situations of exclusion, the Agency may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
6. The Agency may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Agency in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Agency services to check this evidence.

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

4. THE CONTRACT

4.1. DEFINITIONS

When used in the Framework Contract with a capitalised first letter the following terms shall have the following meaning:

Third Party Background: all Assets – tangible or intangible – owned by a Third Party, as well as the Intellectual property rights pertaining to such Assets, which are needed for performing the object of this Framework agreement or for using by the Agency the Deliverables in the future, and to which the Third Party has granted a user license to either or both of the Parties.

Agency's Software: Software owned or developed by the Agency.

Background: all Assets – tangible or intangible- owned by the Parties prior to their accession to this Framework agreement, as well as the Intellectual property rights pertaining to such Assets, which are needed for performing the object of this Framework agreement or for using by the Agency the Deliverables in the future.

Commissioned Software: Software developed by the Contractor for the Agency under the Framework Contract.

Compatibility: ability of a Product to function in accordance with the system specifications or type of equipment into which it will be integrated.

Deliverables: all the rights and results, including but not limited to source codes, Products, manuals and media (e.g. CD-ROMs,.....), Software, data, trade secrets, studies, technical documentation, documents, guidebooks, plans, drawings, slideshows, presentations, websites, training material, videos, audio-visual training material, newsletters, flyers, promotional material subject of this Framework Agreement as specified in the Tender Specifications.

Documentation: instructions, handbooks and manuals delivered with the Product(s) and/or Service(s), whether intended for support/technical staff or for end-users, and whether in printed or in electronic form.

Escrow agent: the Third Party providing the safekeeping facilities specified in the Escrow rider.

Escrow rider: agreement between the Agency, the Contractor and a Third Party, by which such Third Party provides safekeeping facilities for the source code of the Software product(s) covered by the Framework Contract and/or for the related Documentation.

Extended working hours: any working hours other than Normal working hours.

Extra muros: outside the Agency's premises.

Informatics Services: all Services related to information technology, such as (but not limited to) training, consultancy, removal, logistics, integration work, engineering, development, maintenance and writing of documentation, as further described in the Framework Contract.

Intellectual property rights: all industrial and intellectual property rights, such as, but not limited to, copyright, the rights of the producer of a database, rights on semi-conductors, patents, patent applications, utility models, trademarks (whether Benelux, Community, international or foreign trademarks), trade names, designs and models.

Internal use: within the Agency's premises and the use by a member of the staff, elsewhere than in his normal office located in the Agency's premises, but within the context of his official work.

Intra muros: within the Agency's premises.

Means of communication: any communication between the Parties relating to the execution of the Framework Contract, whether made by letter, facsimile, telegram, e-mail or by any other Means of communication, the content of which can be printed on paper. These Means of communication also include communication by telephone, SMS, or any other Means of communication whose content cannot be printed on paper, provided such communication is confirmed within two (2) Normal working days by a communication by one of the means mentioned in the first sentence.

New release: revision of an existing version of a Software program, usually amending the reference to the Software's version from for example version 0.1 to version 0.2.

New version: new version of a Software program, usually amending the reference to the Software's version from for example version 0.1 to version 1.1.

Normal working days: from Mondays to Fridays inclusive, excepting the Agency's holidays only. The Agency's holidays are usually — but not necessarily — the same as the national holidays of the place of execution of the Framework Contract. When expressly so provided in the Framework Contract or in a Specific Contract, the Agency on-duty days (such as Holy Thursday, Good Friday, the day following Ascension Day and the period between 27 and 31 December) may be included in the Normal working days. If nothing is provided in this respect, such Agency on-duty days will be regarded as Agency's holidays.

Normal working hours: from 8 a.m. to 8 p.m. on Normal working days.

Product: any Software, Hardware or Telecommunications product. Where a distinction between the three types of Products is intended, it shall either be explicit, by the use of one of the three terms, or it may be implicitly deduced from the context of the Framework Contract.

Services: Informatics and/or Telecommunications Services.

Software: any series of instructions constituting a computer-executable program or programs, and being (part of) the object of the Framework Contract.

Telecommunications products: all products and equipment related to the provision of Telecommunications services.

Telecommunications services: all Services related to the transmission, emission or receipt of signs, signals, writings, images, sounds or data of whichever nature, whether enabled by wire or wireless means or by any other electromagnetic System, such as (but not limited to) training, consultancy, removal, installation, administration, management and maintenance, as further described in the Framework Contract.

4.2. THE SUBJECT OF THE CONTRACT

The subject of the Contract⁵⁷ is external service provision for development, studies and support of information systems and security. It concerns the provision of specialised services and support for developing and enhancing information systems and software applications, ensuring their maintenance, carrying out studies, such as analysis and design, quality, security, enterprise architecture, and providing support.

4.3. THE NATURE OF THE CONTRACT

The Contract is a multiple framework service contract with reopening of competition and division into lots⁵⁸.

The contractual relationship between the Agency and the successful tenderers will be governed by a special type of Contract known as a “Framework Contract”. It should be stressed that Framework Contracts involve no direct commitment and, in particular, do not constitute orders *per se*. Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between 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 “order forms” or “Specific Contracts” concluded in performance of the Framework Contract. The draft Framework Contract specifies the basic conditions applicable to any assignment placed under its terms. Signature of the Framework Contract does not place 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.

The Agency intends to establish a minimum of three Framework Contracts for each of the six lots⁵⁹.

There will be reopening of competition for each Specific Contract or order form awarded within a lot.

After signing the Framework Contract, the Contractor will receive annually a preliminary plan of the works to be assigned through Specific Contracts or order forms

⁵⁷ See section 5.4.1.

⁵⁸ Article 88 of the Financial Regulation and Art. 117 of the Implementing Rules of the Financial Regulation. For further information see e.g. Section 3.4 in “Explanatory Note - Framework Agreements - Classic Directive” at http://ec.europa.eu/internal_market/publicprocurement/docs/explan-notes/classic-dir-framework_en.pdf

⁵⁹ See section 1.2.

during the period for which the Framework Contract will be valid. The plan is indicative and not binding for the Agency and will be updated when necessary.

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

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

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

4.5. PLACE OF PERFORMANCE

The place of performance of the tasks concerning Lots 1 to 6 shall be either the Contractor's premises or the Agency's premises, as will be stipulated in the Specific Contracts or order forms. In exceptional cases, travel outside the normal location may be required, at the request of the Agency.

4.6. TERMS OF PAYMENT

The terms of payment will be laid down in the Specific Contracts or order forms.

Payments shall be made in accordance with Articles I.3, I.5 & II.4 of the model Framework Contract.

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

4.7. GUARANTEES

4.7.1. Pre-financing guarantee

Where required by the Specific Contract or order form, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a Third Party.⁶⁰

⁶⁰ Guarantees shall be provided in accordance with the model available in section 5.4.4.

4.2.1 *Performance guarantee*

The Contractor may be required to provide a performance guarantee⁶¹ for an amount of 10% of the value of a Specific Contract or order form and for its whole duration, which shall cover performance of the Specific Contract or order form in accordance with the terms set out in Annex A to the Specific Contract or order form. It shall be released six (6) months after complete execution and the last payment under the Specific Contract or order form.

For Specific Contracts or order forms with a value equal to or above 500 000 EUR, the Contractor shall be required to provide a guarantee. The guarantee shall be issued by a bank, an authorised financial institution or a Third Party in favour of the Agency.

For Specific Contracts or order forms with a value below 500 000 EUR, the Contractor may be required to provide a guarantee. The guarantee may also be constituted by deductions from payments as and when they are made.

4.8. LIABILITY

4.8.1. *Joint Offers*

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

Statements saying, for instance:

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

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

4.8.2. *Subcontracting*

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

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

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

⁶¹ Guarantees shall be provided in accordance with the model available in section 5.4.5.

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

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

4.9. WARRANTY

As from the final acceptance of all deliverables of the Specific Contract or order, a guarantee period shall run for the number of months indicated in the Specific Contract or order form. During this period, in the event of non-compliance with one or more of the quality standards laid down in the Annex A to Specific Contracts or orders, the Contractor has respectively five, ten or twenty working days following the notification by the Agency to remedy the non-compliance. The Agency shall notify by a Means of communication the Contractor of the type and scale of any failure as soon as it occurs.

4.10. QUALITY STANDARDS

Quality standards will be defined for each Specific Contract or order form, of which they will form an integral part. These will be applied according to the relevant provisions of the model Framework Contract.

Prior to final acceptance, in the event of non-compliance with one or more of the standards over a sliding period of three months, the Contractor shall submit an improvement plan. In the event of non-compliance with one or more of the standards for three months, consecutive or not, over a sliding period of six months, a deliverable whose quality has proved substandard may be withdrawn from the Specific Contract or order form, or the the Specific Contract or order form may be terminated where the overall quality of the Services is substandard.

4.11. INTELLECTUAL PROPERTY RIGHTS

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

4.12. DATA PROTECTION

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

tenderer has the right to recourse at any time to the European Data Protection Supervisor.

4.13. IMPLEMENTATION OF THE FRAMEWORK CONTRACT

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

4.13.1. Order types

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

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

4.13.1.1. Time & Means orders

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

The following conditions relating to Time & Means orders apply:

- The Contractor must present proposals meeting the requirements as specified in the Service Requests and associated documents. Contractor's proposed staff must match the requested profile description and the specific needs indicated in the Service Request.
- The Contractor must be able to propose per requested profile at least two qualified persons to choose from.
- Pre-defined CV forms must be used. All information indicated in the CV has to be correct and validated.
- Persons proposed must be available for interviews.
- Persons proposed must be available at the start of the project.
- Work is normally performed on the Agency's premises.
- In some cases, on the Agency's request travels outside the normal location can be required.
- On the Agency's demand, the Contractor must replace personnel who prove incapable of carrying out the specified tasks to the required standards. The replacement candidate will be given sufficient training during an adequate handover period, so that he/she may be immediately operational when the

original candidate is withdrawn. Any such replacement and training, if required, will be carried out at no additional cost to the Agency.

- The Contractor shall give a month notice to the Agency of any personnel changes in the team. The prior agreement of the Agency must be obtained.
- In case of '*force majeure*', if the original person is no longer able to carry out the work, the Contractor is obliged to inform the Agency, immediately provide a competent replacement person and arrange sufficient training (during an adequate handover period where possible) to guarantee continuity of the service provided to the Agency. Any such replacement will be effected at no additional cost to the Agency.
- In case of replacement, the handover period must be at least 10 working days, free of charge of the Agency. If no handover is possible and additional training is needed for the replacement person, at least 15 working days (free of charge for the Agency) must be performed by the replacement person.
- In case of replacement, the Contractor must propose a minimum of one replacement person with the equivalent qualifications and experience and as required for the profile. If the Contractor does not propose suitable replacement staff, the Agency may immediately terminate the Contract.
- On the Agency's demand, during holidays or other periods of planned absence by the person employed, the Contractor will be required to provide an adequate replacement. The replacement person will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to the Agency. All such training and handover work will be carried out at the Contractor's expense.
- When a person is no longer available before the start of a new Contract, the Contractor is obliged to inform the Agency immediately. If the Specific Contract is not yet signed by both parties, the Contractor shall propose new candidates with the equivalent qualifications and experience and as required for the profile. If the Specific Contract is signed, the Agency can either ask for a replacement with the performance of 10 working days free of charge or exercise its rights under Article II.1.9 to the Framework Contract.
- The invoicing is based on the number of days performed.

Remarks:

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

4.13.1.2. Fixed Price orders

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

The following conditions relating to fixed price orders apply:

- The Contractor must present proposals meeting the requirements as specified in the Service Requests and associated annexes (specifications, work packages, deliverables, deadlines etc.).
- The offer must include a project plan. It has to indicate the proposed activities, the team structure, profiles, roles, responsibilities and workload (person-days) of the different team members. Based on this, the financial offer must be based on the estimation of the number of days for each profile.
- Work is performed off-site, typically on the Contractor's premises. The Contractor shall provide all necessary infrastructure on his premises for the successful execution of the work.
- The Contractor is obliged to supply a list of CVs to the Agency.
- The deliverables must be on time, and conform to the specifications as described in the Specific Contract.
- The invoicing is based on the acceptance of the deliverables by the Agency, independently of the real workload.
- A warranty applies to the deliverables accepted by the Agency.

4.13.1.3. Quoted Time & Means orders

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

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

- The Agency specifies the different sub-tasks to be executed and the total number of days. The Agency may also specify the required profiles.
- The Contractor must present proposals meeting the requirements as specified in the Service Requests and associated documents (e.g. technical annex with description of sub-tasks, etc...).
- The offer must include a technical proposal based on the requirements, the profiles and workload (person-days). The financial proposal has to be based on the profiles and their workload.
- Contractor's staff must match the requested profile description.
- The Contractor is obliged to supply a list of CVs to the Agency.

- The work is performed off-site, typically on Contractor's premises. The Contractor shall provide all necessary infrastructures on his premises for the successful execution of the work.
- The work is divided into various sub-tasks performed during the execution of the Specific Contract. The Agency will provide the Contractor with a detailed description of each sub-task. The Contractor will send the Agency a proposal for the execution of each sub-task (including the workload and time schedule) on the basis of a number of person days with the requested profile(s). When agreement with the Agency has been reached, a Quoted Time and Means form must be signed by both parties. Only agreed costs for the specified sub-tasks are chargeable, after acceptance by the Agency.
- If required, meetings and the physical delivery of a sub-task – including acceptance process, have to be done at the Agency's premises. In principle, these activities will not exceed an average of one day per week.
- The warranty applies to the sub-tasks accepted by the Agency.
- On the Agency's demand, the Contractor must replace personnel who prove incapable of carrying out the specified tasks to the required standards. The replacement candidate will be given sufficient training during an adequate handover period, so that he/she may be immediately operational when the original candidate is withdrawn. Any such replacement and training, if required, will be carried out at no additional cost to the Agency.
- The Contractor shall give a month notice to the Agency of any personnel changes in the team. The prior agreement of the Agency must be obtained.
- In case of '*force majeure*', if the original person is no longer able to carry out the work, the Contractor is obliged to inform the Agency, immediately provide a competent replacement person and arrange sufficient training (during an adequate handover period where possible) to guarantee continuity of the service provided to the Agency. Any such replacement will be effected at no additional cost to the Agency.
- In case of replacement, the Contractor must propose a minimum of two replacement persons with the equivalent qualifications and experience and as required for the profile. If the Contractor does not propose suitable replacement staff, the Agency may immediately terminate the Contract.
- On the Agency's demand, during holidays or other periods of planned absence by the person employed, the Contractor will be required to provide an adequate replacement. The replacement person will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to the Agency. All such training and handover work will be carried out at the Contractor's expense.
- When a person is no more available before the start of a new Contract, the Contractor is obliged to inform the Agency immediately. If the Specific Contract is not yet signed by both parties, the Contractor is not authorised to propose new candidates.

4.13.2. Roadmaps

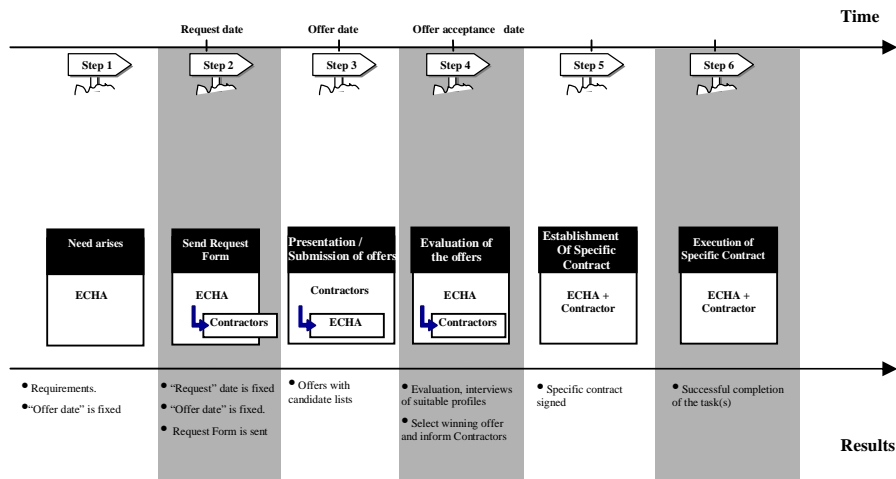
The following paragraphs detail the processes for:

- Time & Means orders
- Fixed Price orders
- Quoted Time & Means orders

The involved actors are the Contractor and the the Agency.

4.13.2.1. Roadmap for Time & Means projects

Roadmap for *Time & Means* projects



Step 1: Need arises



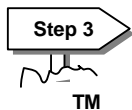
What	<p>The need for some Time & Means service arises in the Agency.</p> <p>The Agency prepares the requirements/specifications.</p> <p>The Agency specifies how much time it wants to allow the Contractors to prepare their offer with a list of the qualified persons they propose. The time allowed to the Contractors must be at least 15 working days as from the "Request Date". This date, by which the Contractors must present their list of proposed qualified persons, is referred to as the "Offer date".</p>
Parties involved	The Agency
Result	<p>Requirements</p> <p>"Offer date" deadline is fixed.</p>

Step 2: Send the Request Form



What	<p>The Agency checks which Contractors the Request Form should be sent to.</p> <p>The Agency fills out the Request Form and makes sure that the "Offer date" decided upon.</p> <p>The Agency sends the Request Form by registered mail with acknowledgement of receipt to the Contractors of the corresponding Lot. The date on which the Agency sends the Request Form is referred to as the "Request date".</p>
Parties involved	The Agency
Result	<p>"Request date" is fixed.</p> <p>"Offer date" is fixed.</p> <p>Request Form is sent.</p>

Step 3: Presentation of the Offer



What	<p>The Contractors send an offer corresponding to the requirements and containing a list of candidates having the required profiles by the "Offer date" to the Agency. The candidate list will include for each candidate the name of the candidate, the date that the candidate is available, the candidate's profile, whether the candidate is offered via subcontracting, whether the candidate is permanent or non permanently employed and any other relevant information. The CVs of all candidates must be attached to the list sent to the Agency. All candidates on the list must be available for interviews during the 10 working days as from the Offer Date.</p> <p>If a Contractor does not send the offer and candidate list to the Agency by the "Offer date", the Agency may consider this as not respecting the requirements.</p>
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Parties involved	Contractors The Agency
Result	Offers with list of proposed qualified candidates

Step 4: Evaluation of the Offers



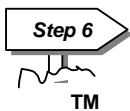
What	The period after the “Offer date” will be used by the Agency to evaluate the received offers and to organise interviews with the persons proposed.
Parties involved	Contractors The Agency
Result	The Agency selects the winning offer and informs the Contractors who have submitted an offer.

Step 5: Establishment of the Specific Contract



What	The Specific Contract is established based on the accepted offer. The Specific Contract will include details of the work to be carried out, the start date, the duration in days and any other relevant information including the offer of the Contractor.
Parties involved	Contractors The Agency
Result	Specific Contract is signed.

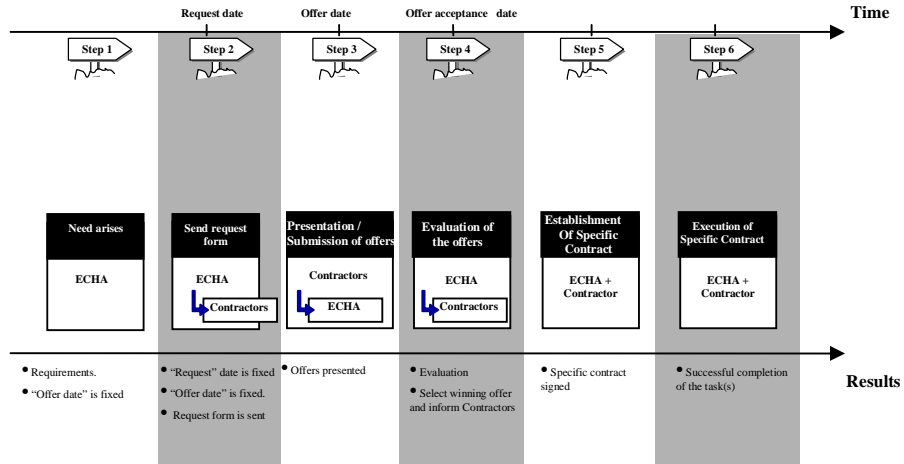
Step 6: Execution of the Specific Contract



What	The Contractor executes the Contract in line with the requirements set out in the Specific Contract. The Agency is informed on a regular basis about the intermediate results achieved. The final deliverables will be presented in a deliverables meeting.
Parties involved	Contractor The Agency
Result	All tasks outlined in the Specific Contract are executed.

4.13.2.2. Roadmap for Fixed Price projects

Roadmap for **Fixed Price** projects

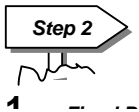


Step 1: Need arises



What	The need for some Fixed Price service arises in the Agency. The Agency prepares the requirements/specifications. The Agency specifies how much time it wants to allow the Contractors to prepare their offer including the technical proposal and a list of the qualified persons they propose. The time allowed to the Contractors must be at least 15 working days as from the Request Date. "The date, by which the Contractors must present their offer is referred to as the "Offer date".
Parties involved	The Agency
Result	Requirements "Offer date" is fixed.

Step 2: Send the Request Form



What	The Agency fills out a Request Form for Fixed Price projects and makes sure that the "Offer date" is decided upon. The Agency sends by registered mail with acknowledgement of receipt the Request Form to the Contractors of the corresponding Lot. The date on which the Agency sends the Request Form is referred to as the "Request date".
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Parties involved	The Agency
Result	“Request date” is fixed. “Offer date” is fixed. Request Form and requirements are dispatched.

Step 3: Presentation of the Offer



What	The Contractors send an offer which corresponds to the requirements, contains the technical proposal and a list of candidates by the “Offer date” to the Agency. The CVs of all candidates must be attached to the list sent to the Agency. If a Contractor does not send the offer including the technical proposal and candidate list to the Agency by the “Offer date”, the Agency may consider this as not respecting the requirements.
Parties involved	Contractors The Agency
Result	Offers presented

Step 4: Evaluation of the Offers



What	The period after the “Offer date” will be used by the Agency to evaluate the received offers.
Parties involved	Contractors The Agency
Result	The Agency selects the winning offer and informs the Contractors who have submitted an offer.

Step 5: Establishment of the Specific Contract



What	The Specific Contract is established based on the accepted offer. The Specific Contract will include details of the work to be carried out, the start date, the duration in days and any other relevant information including the offer of the Contractor.
Parties involved	Contractors The Agency
Result	Specific Contract is signed.

Step 6: Execution of the Specific Contract

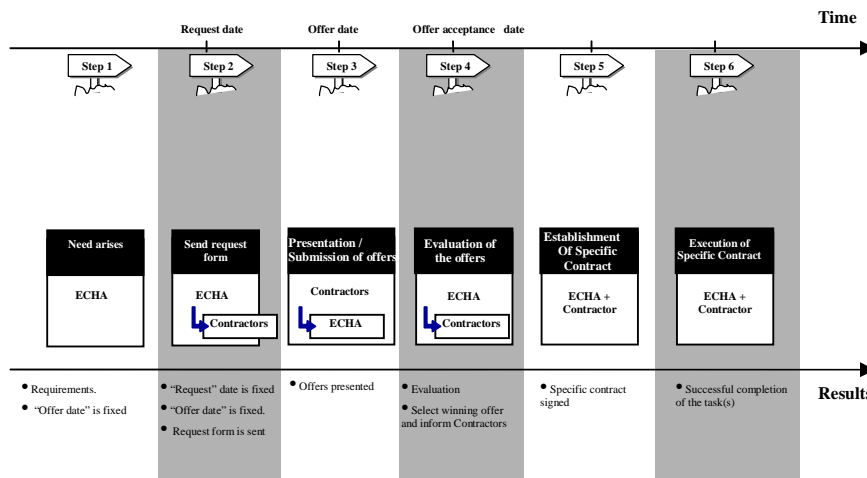


What	The Contractor executes the Contract in line with the requirements set out in the Specific Contract. The Agency is informed on a regular basis about the intermediate results achieved.
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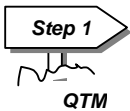
	The final deliverables will be presented in a deliverables meeting.
Parties involved	Contractor The Agency
Result	All tasks outlined in the Specific Contract are executed.

4.13.2.3. Roadmap for Quoted Time & Means and projects

Roadmap for
**Quoted Time
& Means
projects**

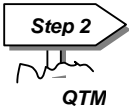


Step 1: Need arises



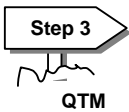
What	<p>The need for some Quoted Time & Means service arises in the Agency.</p> <p>The Agency prepares the requirements/specifications.</p> <p>The Agency specifies how much time it wants to allow the Contractors to prepare their offer with a list of the qualified persons they propose. The time allowed to the Contractors must be at least 15 working days as from the “Request Date”. The date, by which the Contractors must present their offer is referred to as the “Offer date”.</p>
Parties involved	The Agency
Result	Requirements “Offer date” is fixed.

Step 2: Send the Request Form



What	The Agency fills out a Request Form for Quoted Time & Means projects and makes sure that the “Offer date” is decided upon. The Agency sends by registered mail with acknowledgement of receipt the Request Form to the Contractors of the corresponding Lot. The date on which the Agency sends the Request Form is referred to as the “Request date”.
Parties involved	The Agency
Result	“Request date” is fixed. “Offer date is fixed”. Request Form and requirements are dispatched.

Step 3: Presentation of the Offer



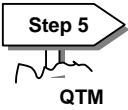
What	The Contractors send an offer which corresponds to the requirements by the “Offer date” to the Agency. The CVs of all candidates must be attached to the list sent to the Agency. If a Contractor does not send the offer which corresponds to the requirements to the Agency by the “Offer date”, the Agency may consider this as not respecting the requirements.
Parties involved	Contractors The Agency
Result	Offers presented

Step 4: Evaluation of the Offers



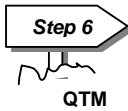
What	The period after the “Offer date” will be used by the Agency to evaluate the received offer(s).
Parties involved	Contractors The Agency
Result	The Agency selects the winning offer and informs the Contractors who have submitted an offer.

Step 5: Establishment of the Specific Contract



What	The Specific Contract is established based on the accepted offer. The Specific Contract will include details of the work to be carried out, the start date, the duration in days and any other relevant information including the offer of the Contractor.
Parties involved	Contractors The Agency
Result	Specific Contract is signed.

Step 6: Execution of the Specific Contract



What	The Contractor executes the Contract in line with the requirements set out in the Specific Contract. The Agency is informed on a regular basis about the intermediate results achieved. The final deliverables will be presented in a deliverables meeting.
Parties involved	Contractor The Agency
Result	All tasks outlined in the Specific Contract are executed.

Please note that for Quoted Time & Means projects a “Quoted Time & Means Form” may be used in case the Agency indicates in its request for offer that it wants to carry out the work in different subtasks. For each specific subtask a “Quoted Time & Means Form will have to be completed.

5. ANNEXES

5.1 TECHNICAL DOCUMENTATION

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

5.1.1 Description of the tasks per Profile

5.1.1.1. Project Manager

The management of projects, typically involving the development and implementation of information systems to meet identified business needs, acquiring and utilising the necessary resources and skills, within agreed parameters of cost, timescales, and quality.

<i>Nature of the tasks</i>	<ul style="list-style-type: none">○ Project management including proposals for project strategies, planning, definition of tasks and deliverables, review of project deliverables, quality control, risk analysis and management, status reports, problem reporting and management systems, follow up and organisation.○ Guide sub-contractors in charge of project activities and review their deliverables.○ Participate in functional and technical working groups and progress meetings.○ Estimate costs, timescales and resource requirements for the successful completion of each project to agreed terms of reference.○ Prepare and maintain project and quality plans and tracks activities against the plan, provide regular and accurate reports.○ Monitor costs, timescales and resources used, and take action where these deviate from agreed tolerances. Ensure that delivered systems are implemented within these criteria.○ Manage the change control procedure gaining agreement for revisions to the project from project sponsors.○ Provide effective leadership for the project team ensuring that team members are motivated and constantly developing their skills and experience.
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5.1.1.2. Project Assistant

<i>Nature of the tasks</i>	<ul style="list-style-type: none">○ Assisting the Project Manager in all administrative tasks.○ Coordination and Communication.○ Follow up of actions points.○ Create and update reports, meeting minutes.
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5.1.1.3. Senior Quality Consultant

<i>Nature of the tasks</i>	<ul style="list-style-type: none">○ Consultancy studies on quality matters regarding information systems and IT processes.○ Assistance and support with the preparation and validation of quality plans for building and maintaining information systems.○ Assistance and support on service level agreements or other quality documents associated with information system projects.○ Coaching on quality assurance regarding information systems and IT processes.
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5.1.1.4. Quality Consultant

<i>Nature of the tasks</i>	<ul style="list-style-type: none">○ Consultancy studies on quality matters regarding information systems and IT processes.○ Assistance and support with the preparation and validation of quality plans for building and maintaining information systems.○ Assistance and support on service level agreements or other quality documents associated with information system projects.○ Coaching on quality assurance regarding information systems and IT processes.○ Carrying out quality audits and IT processes quality assessments.
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5.1.1.5. Senior Security Consultant

<i>Nature of the tasks</i>	<ul style="list-style-type: none">○ Consultancy studies in the analysis and application of security regarding information systems.○ Provide expertise in the security of information systems.○ Technical evaluations of security requirements and measures.○ Carrying out security audits and IT processes security assessments.
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5.1.1.6. Security Consultant

<i>Nature of the tasks</i>	<ul style="list-style-type: none">○ Consultancy studies in the analysis and application of security regarding information systems.○ Provide expertise in the security of information systems.○ Technical evaluations of security requirements and measures.
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5.1.1.7. Senior Analyst

<i>Nature of the tasks</i>	<ul style="list-style-type: none">○ Interview staff, management team and other stakeholders.○ Carrying out research and data collection and conduct analysis.○ Running focus groups and facilitating workshops.○ Preparing proposals/presentations.○ Analysis of requirements and design of new information systems.○ Data analysis, data modelling, document management workflow analysis.○ Cost/benefit analyses.
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5.1.1.8. User Requirements Analyst

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| <i>Nature of the tasks</i> | <ul style="list-style-type: none">○ Production of user requirements for new information systems in a form understandable for both users and technical persons developing/maintaining the information system.○ Interface between users and the technical team developing/maintaining the information system. |
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5.1.1.9. User Interface Specialist

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| <i>Nature of the tasks</i> | <ul style="list-style-type: none">○ Assistance and support with the preparation and validation of all aspects regarding the human interaction with information systems.○ Design of user interfaces.○ Ergonomy. |
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5.1.1.10. Senior Analyst-Programmer

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| <i>Nature of the tasks</i> | <ul style="list-style-type: none">○ Detailed analysis of new user requirements.○ Prototyping.○ Write/maintain programs that reflect the specifications based on user requirements.○ Configuration of workflows.○ Assist with the testing of such programs together with the other programs making up the system.○ Produce the relevant technical documentation and documentation for the support team.○ Assist the support team with training the users of the system.○ Assist with evaluating and testing products delivered by external system suppliers to ensure that they conform to the Agency requirements and methodology.○ Participation in meetings with the users. |
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5.1.1.11. Analyst-Programmer

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|----------------------------|--|
| <i>Nature of the tasks</i> | <ul style="list-style-type: none">○ Analysis of new user requirements.○ Prototyping.○ Write, maintain & test programs which reflect the specifications based on user requirements.○ Development of database and workflow applications.○ Assist with the testing of such programs together with the other programs making up the system.○ Produce the relevant technical documentation and documentation for the support team.○ Assist the support team with training the users of the system.○ Assist with evaluating and testing products delivered by external system suppliers to ensure that they conform to the Agency requirements and methodology.○ Participation in meetings with the users. |
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5.1.1.12. Programmer

<i>Nature of the tasks</i>	<ul style="list-style-type: none">○ Preparation of diagrams.○ Writing/maintaining programs in different programming languages.○ Preparation and execution of test programs.○ Technical documentation.○ Optimising procedures.○ Preparation of scripts for data base migrations.○ Preparation for scripts for application installation (to be used by support team).
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5.1.1.13. Junior Programmer

<i>Nature of the tasks</i>	<ul style="list-style-type: none">○ Preparation of diagrams.○ Writing/maintaining programs in a specific programming language.○ Preparation and execution of test programs.○ Technical documentation.○ Optimising of simple procedures.○ Preparation of scripts for simple data base migrations.○ Preparation of scripts for application installation (to be used by support team).
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5.1.1.14. Workflow Engine Specialist

<i>Nature of the tasks</i>	<ul style="list-style-type: none">○ Implement abstract workflow processes in the proprietary environment of a commercially available workflow engine.○ Data analysis, data modelling, document management workflow analysis.○ Cost/benefit analyses.
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5.1.1.15. Technical Writer

<i>Nature of the tasks</i>	<ul style="list-style-type: none">○ Writing technical documentation regarding information systems in different languages.○ Preparation of end user training in different languages.
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5.1.1.16. Web Designer-Developer

<i>Nature of the tasks</i>	<ul style="list-style-type: none">○ Definition of the logical and physical structure of websites and web pages.○ Definition of navigation methods.○ Definition and integration of the various required technological components.○ Development of complex web-enabled applications, from front-end to back-end systems.○ Creation of distributed applications for internet/intranet environments.
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5.1.1.17. Web Developer

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| <i>Nature of the tasks</i> | <ul style="list-style-type: none">○ Development of web-enabled applications.○ Creating/maintaining applications for internet/intranet environments.○ Development of front-ends.○ Development of back-end systems. |
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5.1.1.18. Junior Web Developer

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| <i>Nature of the tasks</i> | <ul style="list-style-type: none">○ Development/maintenance of simple web-enabled applications.○ Creating simple applications for internet/intranet environments.○ Development of simple front-ends.○ Development of simple backend systems. |
|----------------------------|---|
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5.1.1.19. Graphical Designer

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|----------------------------|---|
| <i>Nature of the tasks</i> | <ul style="list-style-type: none">○ Definition and creation of the design concept and graphical layout in general and in web pages.○ Creation of brochures and posters and other promotional material.○ Creation of graphical elements to be included in web pages. |
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5.1.1.20. Senior Architect

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| <i>Nature of the tasks</i> | <ul style="list-style-type: none">○ Analysis of information systems portfolio.○ Analysis of business processes.○ Analysis of organisational structures.○ IS costs/benefits analysis.○ Development and enhancement of architecture.○ Assistance with the implementation of the architecture.○ Data flow analysis. |
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5.1.1.21. Architect

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- | | |
|----------------------------|--|
| <i>Nature of the tasks</i> | <ul style="list-style-type: none">○ Analysis of information systems portfolio.○ Analysis of business processes.○ Analysis of organisational structures.○ IS costs/benefits analysis.○ Development and enhancement of architecture.○ Assistance with the implementation of the Architecture.○ Data flow analysis. |
|----------------------------|--|
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5.1.1.22. Information System Tester

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| <i>Nature of the tasks</i> | <ul style="list-style-type: none">○ Definition of test plans.○ Definition of test cases.○ Construction of test scenarios and scripts.○ Tests coordination and execution.○ Reporting of test results. |
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5.1.1.23. Trainer

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| <i>Nature of the tasks</i> | <ul style="list-style-type: none">○ Designs, prepares and facilitates training programs and workshops.○ Responsible for the design and creation of training and informational material such as presentations and newsletters. |
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- Works with management to identify training needs and solutions.
 - Help end users to get their job done instead of focussing how specific technology is used.
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5.2 TENDER DOCUMENTATION

5.2.1 Eligibility documentation

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

LEGAL ENTITIES

PRIVATE COMPANIES

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

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

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

DATE AND SIGNATURE

LEGAL ENTITIES

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

INDIVIDUAL

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

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

DATE AND SIGNATURE

LEGAL ENTITIES

PUBLIC ENTITIES

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

***This "Legal entity" form should be filled in and returned together with:
* a copy of the resolution, law, decree or decision establishing the entity in question;
* or, failing that, any other official document attesting to the establishment of the entity.***

DATE :	<input type="text"/>	STAMP
NAME AND FUNCTION OF THE AUTHORISED REPRESENTATIVE	<input type="text"/>	
SIGNATURE	<input type="text"/>	

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

The tenderer's attention is drawn to the fact that this document is a model, and a specific form for each Member State is available at the following Internet address:
http://europa.eu/comm/budget/execution/ftiers_en.htm.



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT http://ec.europa.eu/budget/execution/ftiers_fr.htm

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

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

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

REMARKS:

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both Obligatory) ⁽³⁾	DATE + SIGNATURE ACCOUNT HOLDER : (Obligatory)
<div style="border: 1px solid black; height: 80px;"></div>	<div style="border: 1px solid black; height: 80px;"></div>
	DATE <input type="text"/>

⁽¹⁾ The name or title under which the account has been opened and not the name of the authorized agent
⁽²⁾ If the IBAN Code (International Bank account number) is applied in the country where your bank is situated
⁽³⁾ It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.

5.2.1.1 Subcontractor / Letter of Intent

Insert reference of this call

The undersigned:

.....

Name of the company/organisation:

.....

Address:

.....

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

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

Full name

Date

Signature

.....

POWER OF ATTORNEY – MODEL 1

Agreement / Power of Attorney

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

We the undersigned:

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

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

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

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

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

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

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

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

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

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

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

Signed in on

Name
Function
Company

Name
Function
Company

Name
Function
Company

Name
Function
Company

POWER OF ATTORNEY – MODEL 2
Agreement / Power of Attorney

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

We the undersigned:

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

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

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

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

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

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

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

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

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

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

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

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

Signed in on

Name

Function

Company

Name

Function

Company

Name

Function

Company

Name

Function

Company

5.2.2 Exclusion criteria documentation

5.2.2.1 Declaration of honour

Exclusion Criteria Form

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

- in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator⁶²*)
- or
- representing (*if the economic operator is a legal person*)

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

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

official address in full:

VAT registration number:

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

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

⁶² To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).

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

In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the Contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any Party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the Contract.
- k) that the information provided to the Agency within the context of this invitation to tender is accurate, sincere and complete.
- l) that in case of award of Contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above⁶³.

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

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

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

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

Full name

Date

Signature

⁶³ Mandatory for contracts of value above €133 000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.

5.2.3 Selection criteria documentation

5.2.3.1 European curriculum vitae format

EUROPEAN CURRICULUM VITAE FORMAT



PERSONAL INFORMATION

Name [**SURNAME, other name(s)**]
Address [**House number, street name, postcode, city, country**]
Telephone
Fax
E-mail

Nationality
Date of birth [Day, month, year]

WORK EXPERIENCE

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

EDUCATION AND TRAINING

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

**PERSONAL SKILLS
AND COMPETENCES**

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

MOTHER TONGUE

[Specify mother tongue]

OTHER LANGUAGES

[Specify language]

- Reading skills
- Writing skills
- Verbal skills

[Indicate level: excellent, good, basic.]

[Indicate level: excellent, good, basic.]

[Indicate level: excellent, good, basic.]

SOCIAL SKILLS

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

AND COMPETENCES

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

ORGANISATIONAL SKILLS

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

AND COMPETENCES

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

TECHNICAL SKILLS

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

AND COMPETENCES

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

ARTISTIC SKILLS

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

AND COMPETENCES

Music, writing, design, etc.

OTHER SKILLS

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

AND COMPETENCES

Competences not mentioned above.

DRIVING LICENCE(S)

ADDITIONAL INFORMATION

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

ANNEXES

[List any attached annexes.]

5.2.3.2 Project reference form

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

The Project Reference Form consists of two pages:

- Front page
- Description page

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

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

Project Reference Form (page 1 of 2)

Project reference n° _____

Project reference front page

Project name:

Start date (mm/yy):

Finish date (mm/yy):

Client name:

Contact person:

Phone:

Project type (development, maintenance, etc.):

Principal Contractor for this project (check the appropriate):

- Tenderer
- Other

Principal location for this project:

- Tenderer's premises
- Client's premises
- Other

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

1.

2.

3.

4.

5.

...

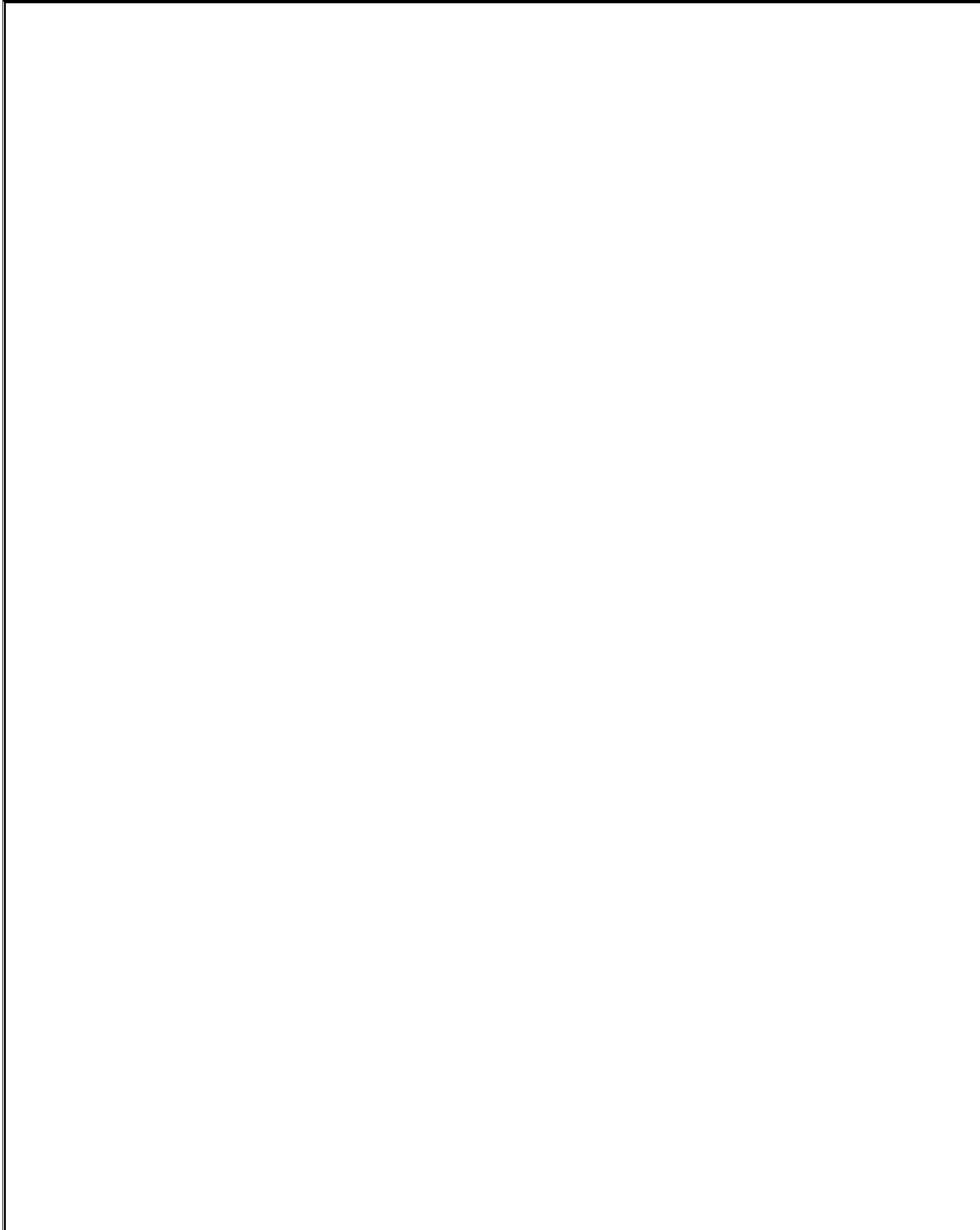
Total:

Methodologies involved:

Project Reference Form (page 2 of 2)

Project reference n° _____

Project description page

A large, empty rectangular box with a thin black border, intended for the project description. It occupies the majority of the page's vertical space.

5.2.4 Award criteria documentation

5.2.4.1 Qualitative Award criteria documentation

5.2.4.1.1 Questionnaire

Question Groups 1, 2 and 3 shall be answered for each lot for which you submit an offer:

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

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

Answer: _____

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

Answer: _____

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

Answer: _____

- 1.4. Considering that you receive 30 requests per year FP or QTM for a total of 250 persons/year, describe how you will manage the ordering process described in the service requirements.

Answer: _____

- 1.5. Considering that you have 20 Specific Contracts (FP and QTM) running at the same time with the Agency, describe how you will manage their execution.

Answer: _____

- 1.6. Give a risk analysis related to the overall management of the Contract.

Answer: _____

2. *Quality of the tenderer's proposal for the ordering of the service (linked to Award Criterion 2).* Tenderer's quality assurance and control mechanisms:

- 2.1. You receive the Request Form (Case Study(ies) of each lot⁶⁴) for a project. Based on the example(s) (i.e. Case Study(ies)) relevant for the lot, describe how you work to propose a correct offer to the Agency. Detail all documents that you will send and their proposed timing. You must include a practical proposal for the offer.

Important note: the tenderers shall answer this question for each case study linked to the lot for which an offer is made (e.g. there are two case studies for lot 1).

Answer: _____

- 2.2. Describe how you propose to measure and monitor the ordering process service quality indicators and service performance values.

Answer: _____

- 2.3. Give a risk analysis linked with the ordering procedure. How will you treat the problems that you can encounter? Give practical examples.

Answer: _____

⁶⁴ The list of case studies is available in section 5.2.4.1.2.

3. *Quality of the tenderer's proposal for the delivery of the service (linked to Award Criterion 3).*
Organisational structure allowing the delivery of the required services:

- 3.1. Describe your organisational structure detailing the departments and allocated number of staff on all levels of your company(ies), as well as the division(s) responsible for the delivery of services requested in the present call for tenders? If relevant, include the relationships between the tenderer and other companies of the same group, including those that could participate (e.g. as subcontractor) in the delivery of the requested services.

Answer: _____

- 3.2. In case you have a permanent centre of expertise, in the enterprise, that provide(s) support for the efficient implementation, enhancement and maintenance of information systems delivered to your customers, describe its functioning and how your staffs has access to it.

Answer: _____

- 3.3. Provide details on any agreements and / or alliances with third parties or your own organisation to ensure a rapid response to resolve technical problems.

Answer: _____

- 3.4. In case you have a technical knowledge base relevant to the delivery of the requested services describe it and indicate how your staff access it. Otherwise indicate how you guarantee the availability of information relevant to the technical knowledge for the services required.

Answer: _____

3.5. Do you have training programme(s) that support the quality of the services required? If yes, describe it (e.g. functioning, overview of the courses). If no, how do you guarantee the training program and the staff competence that supports the quality of the services required?

Answer: _____

3.6. How do you propose to assure the delivery and acceptance of the work described in the first case study for the relevant lot(s)?

Answer: _____

3.7. Describe how you propose to measure and monitor the delivery process quality indicators and service performance values.

Answer: _____

3.8. Give a risk analysis linked with the delivery of the services. How will you treat the problems that you can encounter? Give practical examples.

Answer: _____

Question Group 4 shall be answered in case you are submitting an offer for Lot 1:

4. *Quality of the tenderer's methodological and technological proposal in the domain of the lot and tenderer's development infrastructure environment (linked to Award Criteria 4 and 5):*

- 4.1. Describe the organisation of your development environment, including the organisational structure and responsibilities.

Answer: _____

- 4.2. Describe the mechanisms of the periodical update of your technical infrastructure. Clearly indicate the procedures, responsibilities and timing.

Answer: _____

- 4.3. Describe in detail how you propose to develop and maintain your competence in data processing and information management multi-tiers applications. It must be described for the different profiles and for the relevant technologies given in the description of the lot.

Answer: _____

- 4.4. Describe in detail how you propose to develop and maintain your competence in document and web content management. It must be described for the different profiles and for the relevant technologies given in the description of the lot.

Answer: _____

- 4.5. Describe in detail how you propose to develop and maintain your competence in data warehouse, reporting and statistical applications. It must be described for the different profiles and for the relevant technologies given in the description of the lot.

Answer: _____

- 4.6. Describe in detail how you propose to develop and maintain your competence in project management, UP and Agile methodologies.

Answer: _____

- 4.7. Describe in detail the infrastructure that you propose to have in your premises at the execution of the Contract. It must include the hardware, software, administration tools, means of transmission.

Answer: _____

- 4.8. Describe your proposal for software upgrading, considering that the support of different versions of a product could be necessary at the same time.

Answer: _____

- 4.9. Describe the infrastructure that you propose to put in place for the tests of the work to be delivered.

Answer: _____

4.10. Describe how you will guarantee the security of the applications developed for the Agency on your infrastructure.

Answer: _____

Question Group 5 shall be answered in case you are submitting an offer for Lot 2:

5. *Quality of the service and methodological proposal in the domain of the lot (linked to Award Criterion 4):*

In response to the following questions, you need to describe in detail your service proposal in the related field, the methodologies and the infrastructure that you propose to use. Take into account that the services can be executed in your premises or in the Agency's premises.

5.1. Describe in detail your proposal in the field of information systems quality (except testing).

Answer: _____

5.2. Describe in detail your proposal in the field of information systems testing.

Answer: _____

5.3. Describe in detail your proposal in the field of information systems hosting.

Answer: _____

5.4. Describe in detail your proposal in the field of information systems requirements analysis.

Answer: _____

5.5. Describe in detail the methodology you propose for producing studies.

Answer: _____

Question Group 6 shall be answered in case you are submitting an offer for Lot 3:

6. *Quality of the service and methodological proposal in the domain of the lot (linked to Award Criterion 4):*

In response to the following questions, you need to describe in detail your service proposal in the related field, the methodologies and the tools that you propose to use. Take into account that the services can be executed in your premises or in the Agency's premises.

6.1. Describe in detail your proposal in the field of analysis of portfolio of information systems.

Answer: _____

6.2. Describe in detail your proposal in the field of information systems architecture for large organisations.

Answer: _____

6.3. Describe in detail your proposal in the field of the analysis of business processes and data flow.

Answer: _____

6.4. Describe in detail your methodology for enterprise architecture studies.

Answer: _____

6.5. Describe in detail how you propose to develop and maintain your competence in enterprise architecture and business process analysis tools.

Answer: _____

Question Group 7 shall be answered in case you are submitting an offer for Lot 4:

7. *Quality of the service and methodological proposal in the domain of the lot (linked to Award Criterion 4):*

In response to the following questions, you need to describe in detail your service proposal in the related field, the methodologies and the tools and infrastructure that you propose to use. Take into account that the services can be executed in your premises or in the Agency's premises

7.1. Describe in detail your proposal in the field of information systems support (distinguishing on-site and off-site support).

Answer: _____

7.2. Describe in detail your proposal for information systems user training (distinguishing the training in the Agency's premises and in your premises).

Answer: _____

7.3. Describe in detail your proposal for provision of information systems end user documentation.

Answer: _____

7.4. Describe in detail your proposal for the management in your premises of a site dedicated to the support and promotion of an Information System.

Answer: _____

- 7.5. Describe in detail how you propose to coordinate development communities and integrate the developments to provide an information system to the users (assuming that you do not develop the system yourself).

Answer: _____

Question Group 8 shall be answered in case you are submitting an offer for Lot 5:

8. *Quality of the service and methodological proposal in the domain of the lot (linked to Award Criterion 4):*

In response to the following question, you need to describe in detail your service proposal in the related field, the methodologies and the tools and infrastructure that you propose to use. Take into account that the services can be executed in your premises or in the Agency's premises

8.1. Describe in detail your proposal in the field of security analysis and guidance (distinguishing on-site and off-site support).

Answer: _____

Question Group 9 shall be answered in case you are submitting an offer for Lot 6:

9. *Quality of the service and methodological proposal in the domain of the lot (linked to Award Criterion 4):*

In response to the following question, you need to describe in detail your service proposal in the related field, the methodologies and the tools and infrastructure that you propose to use. Take into account that the services can be executed in your premises or in the Agency's premises

9.1. Describe in detail your proposal in the field of security awareness (distinguishing on-site and off-site support).

Answer: _____

5.2.4.1.2 Case studies

The case studies for the different lots are available as attachments.

Attachment 1	Lot 1 – Case Study 1
Attachment 2	Lot 1 – Case Study 2
Attachment 3	Lot 2 – Case Study 1
Attachment 4	Lot 3 – Case Study 1
Attachment 5	Lot 3 – Case Study 2
Attachment 6	Lot 3 – Case Study 3
Attachment 7	Lot 4 – Case Study 1
Attachment 8	Lot 5 – Case Study 1
Attachment 9	Lot 6 – Case Study 1

5.2.4.2 Financial Award criteria documentation

5.2.4.2.1 Unit price list Lot 1

Profile	Onsite Price in Euros	Off-site Price in Euros
1. Project Manager		
2. Project Assistant		
3. Senior Quality Consultant		
4. Quality Consultant		
5. Senior Security Consultant		
6. Security Consultant		
7. Senior Analyst		
8. User Requirements Analyst		
9. User Interface Specialist		
10. Senior Analyst-Programmer		
11. Analyst-Programmer		
12. Programmer		
13. Junior Programmer		
14. Workflow Engine Specialist		
15. Technical Writer		
16. Web Designer-Developer		
17. Web Developer		
18. Junior Web Developer		
19. Graphical Designer		
20. Senior Architect		
21. Architect		
22. Information System Tester		
23. Trainer		

5.2.4.2.2 Unit price list Lot 2

Profile	Onsite Price in Euros	Off-site Price in Euros
1. Project Manager		
2. Senior Quality Consultant		

3. Quality Consultant		
4. Senior Analyst		
5. User Requirements Analyst		
6. User Interface Specialist		
7. Senior Analyst-Programmer		
8. Analyst-Programmer		
9. Workflow Engine Specialist		
10. Web Designer-Developer		

5.2.4.2.3 Unit price list Lot 3

Profile	Onsite Price in Euros	Off-site Price in Euros
1. Senior Architect		
2. Architect		

5.2.4.2.4 Unit price list Lot 4

Profile	Onsite Price in Euros	Off-site Price in Euros
1. Programmer		
2. Junior Programmer		
3. Technical Writer		
4. Web Developer		
5. Junior Web Developer		
6. Graphical Designer		
7. Trainer		

5.2.4.2.5 Unit price list Lot 5

Profile	Onsite Price in Euros	Off-site Price in Euros
1. Project Manager		
2. Senior Security Consultant		
3. Senior Analyst		
4. Technical Writer		

5.2.4.2.6 Unit price list Lot 6

Profile	Onsite Price in Euros	Off-site Price in Euros
1. Project Manager		
2. Senior Security Consultant		
3. Senior Analyst		
4. Technical Writer		
5. Graphical Designer		
6. Trainer		

5.3 ASSESSMENT DOCUMENTATION

5.3.1 Selection Criteria 1.1

Lot	Minimum average annual turnover for the last three financial years⁶⁵
1	€ 30.000.000
2	€ 5.000.000
3	€ 2.500.000
4	€ 5.000.000
5	€ 5.000.000
6	€ 1.000.000

5.3.2 Selection Criteria 2.1

5.3.2.1 Minimum staff numbers with general expertise for the profiles required by the lot⁶⁶

5.3.2.1.1. Minimum staff numbers

Lot	Total
1	250
2	100
3	50
4	100
5	100
6	25

⁶⁵ As evidenced by the financial and economic capacity form

⁶⁶ As evidenced by the statement of manpower

5.3.2.1.2. General expertise requirements

A university degree corresponds now to a master degree. A full cycle of at least four (4) years studies after the secondary school is as well considered as a university degree.

A non university degree corresponds at least to the successful completion of a secondary school.

Note: in the Specific Contracts the Agency will also specify the needs for the work to be delivered and indicate the requested expertise. The offer from the Contractor must conform to the profile description with the requested level of expertise and to the specific requirements indicated in the Request Form. During the execution of the work under this Framework Contract, the Agency will have the possibility to request a proof that the staff assigned to the work is compliant to the required expertise.

Project Manager

<i>Education</i>	<ul style="list-style-type: none">○ University degree, in a relevant subject.
<i>Knowledge and skills</i>	<ul style="list-style-type: none">○ Project management.○ Usage of project management tools. Willingness to use the project management tool as specified by the Agency.○ In depth technical knowledge of the projects main aspects.○ General technical knowledge on the other aspects touched by the project.○ Usage of methods and techniques for reporting.○ Ability to give presentations.○ Ability to apply high quality standards to all tasks in hand, no matter how small and ensuring that nothing is overlooked.○ Ability to participate in English-only meetings, good communicator.○ Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working, understanding the needs, objectives and constraints of those in other disciplines and functions.
<i>Experience</i>	<ul style="list-style-type: none">○ Leadership capability.○ Minimum 6 years in IT of which minimum 3 years experience in project management of computer software construction. Practical hands-on experience with most stages of the system development life-cycle is desirable.○ Minimum 2 years of experience with a project management tool.○ Proven experience with quality procedures.

Project Assistant

<i>Education</i>	<ul style="list-style-type: none">○ Successful training by a competent institute.
<i>Knowledge and skills</i>	<ul style="list-style-type: none">○ Ability to participate in English-only meetings.○ Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working, understanding the needs, objectives and constraints of those in other disciplines and functions.○ Excellent communication skills required.○ Strong knowledge of office applications including presentation software.
<i>Experience</i>	<ul style="list-style-type: none">○ Ability to cope with tight deadlines and unclear guidance.○ Minimum 3 years in administrative tasks, of which minimum 2 years experience related to project assistance.

Senior Quality Consultant

<i>Education</i>	○ University degree, in a relevant subject.
<i>Knowledge and skills</i>	○ Ability to participate in English-only meetings, good communicator. ○ Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working are mandatory. ○ Capability of applying formal quality standards in the IT environment. ○ Quality management, quality models, IT quality assurance (ISO standards, guidelines and references of other organisations...).
<i>Experience</i>	○ Experience in carrying out high-level management studies. ○ Quality assurance of IT projects. ○ Minimum 8 years in Quality Assurance, of which minimum 6 years experience in IT Quality Assurance.

Quality Consultant

<i>Education</i>	○ University degree, in a relevant subject.
<i>Knowledge and skills</i>	○ Ability to participate in English-only meetings, good communicator. ○ Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working are mandatory. ○ Capability of applying formal quality standards in the IT environment. ○ Quality management, quality models, IT quality assurance (ISO standards, guidelines and references of other organisations...).
<i>Experience</i>	○ Experience in carrying out high-level management studies. ○ Quality assurance of IT projects. ○ Minimum 4 years in Quality Assurance, of which minimum 3 years experience in IT Quality Assurance.

Senior Security Consultant

<i>Education</i>	○ University degree, in a relevant subject.
<i>Knowledge and skills</i>	○ Ability to participate in multi-lingual meetings, good communicator.
<i>Experience</i>	○ Minimum 8 years in IT, of which minimum 6 years experience in technical consulting in security aspects for large scale IT systems, including web applications, preferably within a high security environment.

Security Consultant

<i>Education</i>	○ University degree, in a relevant subject.
<i>Knowledge and skills</i>	○ Ability to participate in multi-lingual meetings, good communicator.
<i>Experience</i>	○ Minimum 4 years in IT, of which minimum 3 years experience in technical consulting in security aspects for large scale IT systems, including web applications.

Senior Analyst

<i>Education</i>	○ University degree, in a relevant subject.
<i>Knowledge and skills</i>	○ Ability to analyse document management and workflow requirements. ○ Ability to participate in English-only meetings, ease of communication. ○ Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working are mandatory.
<i>Experience</i>	○ Minimum 8 years in IT, including 2 at senior analyst level.

User Requirements Analyst

<i>Education</i>	○ University degree, in a relevant subject.
<i>Knowledge and skills</i>	○ Ability to participate in English-only meetings, ease of communication. ○ Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working are mandatory.
<i>Experience</i>	○ Having a good balance between technical and interpersonal skills. ○ Minimum 5 years in IT, of which minimum 3 years experience with requirements analysis.

User Interface Specialist

<i>Education</i>	○ University degree or equivalent, in a relevant subject.
<i>Knowledge and skills</i>	○ Knowledge of ergonomics regarding man/machine interfacing. ○ Ability to participate in English-only meetings, ease of communication. ○ Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working are mandatory. ○ Diplomatic. ○ Having a good balance between technical and interpersonal skills.
<i>Experience</i>	○ Minimum 5 years experience in this or a related field, of which minimum 2 years experience as user interface specialist.

Senior Analyst-Programmer

<i>Education</i>	○ Successful training in informatics by a competent institute.
<i>Knowledge and skills</i>	○ Ability to participate in English-only meetings, ease of communication are assets. ○ Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working are mandatory.
<i>Experience</i>	○ Minimum 5 years experience in IT, including 2 as analyst-programmer. ○ Experience with CASE tools. ○ 2 years of programming experience in the programming languages currently used in the Agency (available on request). ○ At least 1 year of experience with multi-user SQL-based databases. ○ At least 1 year of experience with workflow systems. ○ Experience in multi-client and multi-national environments.

Analyst-Programmer

<i>Education</i>	<ul style="list-style-type: none">○ Successful training in informatics by a competent institute.
<i>Knowledge and skills</i>	<ul style="list-style-type: none">○ Ability to participate in English-only meetings, ease of communication are assets.○ Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working are mandatory.
<i>Experience</i>	<ul style="list-style-type: none">○ Minimum 3 years experience in IT.○ 2 years of programming experience in object oriented programming languages.○ At least 1 year of experience with multi-user SQL-based databases.○ At least 1 year experience in workflow development.○ Experience in multi-client and multi-national environments.

Programmer

<i>Education</i>	<ul style="list-style-type: none">○ Successful training as a programmer by a competent institute.
<i>Knowledge and skills</i>	<ul style="list-style-type: none">○ Ability to participate in English-only meetings, ease of communication in technical matters are assets.○ Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working are mandatory.
<i>Experience</i>	<ul style="list-style-type: none">○ 2 years of programming experience in object oriented programming languages.○ At least 1 year of experience with multi-user SQL-based databases.

Junior Programmer

<i>Education</i>	<ul style="list-style-type: none">○ Successful training as a programmer by a competent institute.
<i>Knowledge and skills</i>	<ul style="list-style-type: none">○ Ability to participate in English-only meetings, ease of communication in technical matters are assets.○ Willing to integrate in an international/multi-cultural environment, and willing to work in a team.○ Willing to learn.
<i>Experience</i>	<ul style="list-style-type: none">○ Less than 2 years of programming experience.○ Successfully completed training for the programming languages currently used in the Agency (available on request).

Workflow Engine Specialist

<i>Education</i>	<ul style="list-style-type: none">○ University degree, in a relevant subject.
<i>Knowledge and skills</i>	<ul style="list-style-type: none">○ Ability to analyse document management and workflow requirements and apply them to a commercially available workflow engine product.○ Ability to participate in English-only meetings, ease of communication are essential.○ Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working are mandatory.○ Knowledge of J2EE-based workflow applications.
<i>Experience</i>	<ul style="list-style-type: none">○ Minimum 5 years in IT, including 2 at senior analyst level.

Technical Writer

<i>Education</i>	<ul style="list-style-type: none">○ Training on the general aspects of information technology and information systems.○ End-user training on the office automation tools used in the Agency (MS Office).○ Successfully completed training on drafting skills at a specialised institute.
<i>Knowledge and skills</i>	<ul style="list-style-type: none">○ Ability to participate in English-only meetings, ease of communication in technical matters are assets.○ Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working are mandatory.○ Excellent writing skills are required.○ Able to use the office automation tools used in the Agency (MS Office).
<i>Experience</i>	<ul style="list-style-type: none">○ Minimum 2 years experience in IT.○ 2 years of documentation authoring experience, of which 1 year of technical documentation authoring.○ Minimum 1 year of experience with the office automation tools used in the Agency (MS Office).

Web Designer-Developer

Requirements as a senior analyst-programmer and in addition:

<i>Education</i>	<ul style="list-style-type: none">○ Successful training at a specialised institute on the products used for web development at the Agency.
<i>Knowledge and skills</i>	<ul style="list-style-type: none">○ Ability to participate in English-only meetings.○ Able to cope with the fast changing technologies used in web development.○ Strong interest in follow-up of trends in web development.○ Able and willing to follow the Agency guidelines regarding internet/intranet development.○ Conceptual understanding of content structuring, storage, access and presentation elements.○ Able to cope with the needs of multi-language site design.
<i>Experience</i>	<ul style="list-style-type: none">○ Minimum 2 years of web development experience.○ Minimum 1 year of multi-language web design experience.

Web Developer

Requirements as a programmer and in addition:

<i>Education</i>	<ul style="list-style-type: none">○ Successful training at a specialised institute on the products used for web development at the Agency.
<i>Knowledge and skills</i>	<ul style="list-style-type: none">○ Able to cope with the fast changing technologies used in web development.○ Strong interest in follow-up of trends in web development.○ Able and willing to follow the Agency guidelines regarding internet/intranet development.
<i>Experience</i>	<ul style="list-style-type: none">○ Minimum 2 years of web development experience.

Junior Web Developer

Requirements as a junior programmer and in addition:

<i>Education</i>	<ul style="list-style-type: none">o Successful training on the products used for web development at the Agency.
<i>Knowledge and skills</i>	<ul style="list-style-type: none">o Able to cope with the fast changing technologies used in web development.o Strong interest in follow-up of trends in web development.o Able and willing to follow the Agency guidelines regarding internet/intranet development: http://europa.eu.int/comm/ipg/index_en.htm
<i>Experience</i>	<ul style="list-style-type: none">o Less than 2 years of web development experience.o A first experience in web development during a training or study project.

Graphical Designer

<i>Education</i>	<ul style="list-style-type: none">o Successful training in graphical design by an adequate institute.
<i>Knowledge and skills</i>	<ul style="list-style-type: none">o Able to cope with the fast changing technologies used in graphical design.o Awareness of usability and accessibility considerations in design.o Strong interest in follow-up of trends in web design.o Proficiency of web design tools in particular Flash (including action scripting).o Must have experience in the design, administration and content creation for Intranet websites.o Able and willing to follow internet/intranet style guidelines.o Familiar with the current W3C standards.o Excellent interpersonal, presentation, and communication skills.
<i>Experience</i>	<ul style="list-style-type: none">o Minimum 2 years experience of graphical web design or e-learning.

Senior Architect

<i>Education</i>	<ul style="list-style-type: none">o University degree with minimum 6 years experience in IT
	OR
<i>Knowledge and skills</i>	<ul style="list-style-type: none">o non university degree with minimum 12 years experience in IT.o Ability to participate in multi-lingual meetings, excellent communicator.o Capability of working in an international/multicultural environment.o In depth knowledge of enterprise architecture.o Strong capacity in writing and presenting studies.
<i>Experience</i>	<ul style="list-style-type: none">o Strong experience in consulting.o Strong experience in enterprise architecture models and tools.o Proven experience with quality procedures.o Strong experience in the realisation of studies.

Architect

<i>Education</i>	<ul style="list-style-type: none">○ University degree with minimum 4 years experience in IT OR
<i>Knowledge and skills</i>	<ul style="list-style-type: none">○ non university degree with minimum 8 years experience in IT.○ Ability to participate in multi-lingual meetings, excellent communicator.○ Capability of working in an international/multicultural environment.
<i>Experience</i>	<ul style="list-style-type: none">○ In depth knowledge of enterprise architecture.○ Strong capacity in writing and presenting studies.○ Strong experience in consulting.○ Strong experience in enterprise architecture models and tools.○ Proven experience with quality procedures.○ Strong experience in the realisation of studies.

Information System Tester

<i>Education</i>	<ul style="list-style-type: none">○ University degree with minimum 2 years experience in IT OR
<i>Knowledge and skills</i>	<ul style="list-style-type: none">○ non university degree with minimum 4 years experience in IT.○ Capability of integration in an international/multicultural environment, rapid self-starting capability and experience in team working.○ Good communication skills.○ Proven knowledge of testing technologies and tools.○ Ability to cope with fast changing technologies used in application developments.
<i>Experience</i>	<ul style="list-style-type: none">○ Aptitudes in reporting.○ Minimum 2 years of information system testing experience.

Trainer

<i>Education</i>	<ul style="list-style-type: none">○ University degree with minimum 2 years experience in training OR
<i>Knowledge and skills</i>	<ul style="list-style-type: none">○ Non-university degree with minimum 4 years experience in training.○ Ability to participate in English-only meetings, good communicator.○ Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working, understanding the needs, objectives and constraints of those in other disciplines and functions.○ Excellent communication and pedagogical skills required.○ Knowledge of information technology as well as advanced concepts.○ Strong knowledge of office applications including presentation software.
<i>Experience</i>	<ul style="list-style-type: none">○ Ability to translate technical issues to non-technical terms○ Minimum 2 years of training experience.

5.3.2.2 Minimum number of permanent⁶⁷ staff with general and specific expertise⁶⁸ for the lot⁶⁹

For Lot 1

Profile	Minimum number	Specific expertise
1. Project Manager	3	RUP (or other UP) 1 Scrum (or other Agile method) 1 Jira or TFS 1
2. Project Assistant	3	
3. Senior Quality Consultant	2	
4. Quality Consultant	2	
5. Senior Security Consultant	2	
6. Security Consultant	2	
7. Senior Analyst	4	Oracle 2 WebLogic 2 Java 2 XML 2 Business Object 1 RUP (or other UP) 1 Scrum (or other Agile method) 1
8. User Requirements Analyst	2	
9. User Interface Specialist	3	
10. Senior Analyst-Programmer	4	Oracle 2 WebLogic 2 Java 2 XML 2 Business Object 1 RUP (or other UP) 1 Scrum (or other Agile method) 1 Documentum 1
11. Analyst-Programmer	5	Oracle 2 WebLogic 2 Java 2 XML 2 Business Object 1 RUP (or other UP) 1 Scrum (or other Agile method) 1 Documentum 1
12. Programmer	5	Oracle 2 WebLogic 2 Java 2 XML 2 Business Object 1
13. Junior Programmer	4	

⁶⁷ Permanent shall be understood to be employed under non-fixed term employment contracts.

⁶⁸ Where specified

⁶⁹ As evidenced with CV's

Profile	Minimum number	Specific expertise
14. Workflow Engine Specialist	3	
15. Technical Writer	3	
16. Web Designer-Developer	2	Dreamweaver 1
17. Web Developer	2	
18. Junior Web Developer	2	
19. Graphical Designer	2	
20. Senior Architect	2	
21. Architect	3	
22. Information System Tester	3	
23. Trainer	3	

Note that the same person could have a specific expertise in different technologies.

For Lot 2

Profile	Minimum number	Specific expertise
1. Project Manager	2	RUP (or other UP) 1 Scrum (or other Agile method) 1 Jira or TFS 1
3. Senior Quality Consultant	2	
4. Quality Consultant	2	
7. Senior Analyst	4	
8. User Requirements Analyst	3	
9. User Interface Specialist	2	
10. Senior Analyst-Programmer	3	
11. Analyst-Programmer	3	
14. Workflow Engine specialist	2	
16. Web Designer-Developer	2	

Note that the same person could have a specific expertise in different domains.

For Lot 3

Profile	Minimum number	Specific expertise
20. Senior Architect	3	Togaf 1 CMMI 1 UML 2 Casewise 1 .NET 2 Java EE 2 Oracle RDBMS 2
21. Architect	2	Togaf 1 CMMI 1 UML 2 Casewise 1 .NET 2 Java EE 2 Oracle RDBMS 2

Note that the same person could have a specific expertise in different domains.

For Lot 4

Profile	Minimum number	Specific expertise
12. Programmer	2	Oracle RDBMS SharePoint Business Objects Remedy Documentum
13. Junior Programmer	1	Oracle RDBMS SharePoint Business Objects Remedy Documentum
15. Technical Writer	1	
17. Web Developer	2	Java EE Oracle WebLogic Apache Tomcat
18. Junior Web Developer	1	Java EE Oracle WebLogic Apache Tomcat
19. Graphical Designer	1	
23. Trainer	5	

Note that the same person could have a specific expertise in different domains.

For Lot 5

Profile	Minimum Number
1. Project Manager	2
5. Senior Security Consultant	5
7. Senior Analyst	5
15. Technical Writer	2

For Lot 6

Profile	Minimum Number
1. Project Manager	2
5. Senior Security Consultant	2
7. Senior Analyst	2
15. Technical Writer	2
19. Graphical Designer	2
23. Trainer	2

5.3.3 Selection Criteria 2.2

Lot	Minimum number of different projects ⁷⁰ executed in 2007 or 2008 ⁷¹	Minimum number of different customers covered ⁷²	Minimum volume of the project (in man-days)	Range for the duration of the project	Other criteria
1	7	5	1,100	6 months - 3 years	<p>The use of the following technologies is required as a minimum:</p> <ul style="list-style-type: none"> ▪ Oracle RDBMS in 3 references ▪ Oracle WebLogic in 2 references ▪ A Java IDE in 2 references ▪ UML in 4 references ▪ XML in 2 references ▪ Documentum in 1 reference ▪ Business Objects in 1 reference ▪ Dreamweaver in 1 reference
2	7	5	50	1 month – 9 months	
3	7	5	100	3 months – 3 years	<p>The use of the following methodologies, models and tools is required as a minimum:</p> <ul style="list-style-type: none"> ▪ Enterprise Architecture Frameworks in 3 references ▪ Enterprise architecture and representation tools in 2 references ▪ Software maturity models in 2 references ▪ Business process analysis tools in 2 references ▪ Service Oriented Architecture in 2 references

⁷⁰ A Framework Contract with different Specific Contracts must be considered as a single reference.

⁷¹ As evidenced by project reference forms

⁷² At least 3 different customers should be in the public sector. Departments, divisions, directorates, etc. are regarded as the same customer. For example, a specific European Institution or Ministry or company is considered as one customer.

Lot	Minimum number of different projects ⁷⁰ executed in 2007 or 2008	Minimum number of different customers covered ⁷²	Minimum volume of the project (in man-days)	Range for the duration of the project	Other criteria
4	5	4	50	2 months – 2 years	The use of the following technologies and platforms is required as a minimum: <ul style="list-style-type: none"> ▪ Oracle RDBMS in 2 references ▪ Oracle WebLogic in 2 references ▪ Apache Tomcat in 1 reference ▪ Java EE in 2 references ▪ .NET in 2 references ▪ Documentum in 1 reference ▪ Business Objects in 1 reference ▪ SharePoint in 2 references ▪ Remedy in 1 reference
5	5	3	10	2 weeks – 1 year	One customer must be from the public sector
6	5	3	10	1 month – 1 year	One customer must be from the public sector

5.3.4 Financial award criteria

Profile	Lot 1 a) onsite b) offsite weighting (0 to 10)	Lot 2 a) onsite b) offsite weighting (1 to 10)	Lot 3 a) onsite b) offsite weighting (1 to 10)	Lot 4 a) onsite b) offsite weighting (1 to 10)	Lot 5 a) onsite b) offsite weighting (1 to 10)	Lot 6 a) onsite b) offsite weighting (1 to 10)
1. Project Manager	a) 0,28 b) 0,42	a) 1,75 b) 0,75			a) 0,5 b) 0,5	a) 0,7 b) 0,3
2. Project Assistant	a) 0,12 b) 0,18					
3. Senior Quality Consultant	a) 0,03 b) 0,27	a) 0,7 b) 0,3				
4. Quality Consultant	a) 0,02 b) 0,18	a) 0,7 b) 0,3				
5. Senior Security Consultant	a) 0,09 b) 0,21				a) 2 b) 2	a) 1,4 b) 0,6
6. Security Consultant	a) 0,06 b) 0,14					
7. Senior Analyst	a) 0,3 b) 0,7	a) 0,7 b) 0,3			a) 1,5 b) 1,5	a) 1,4 b) 0,6
8. User Requirements Analyst	a) 0,21 b) 0,49	a) 0,7 b) 0,3				
9. User Interface Specialist	a) 0,03	a) 0,3				

Profile	Lot 1 a) onsite b) offsite weighting (0 to 10)	Lot 2 a) onsite b) offsite weighting (1 to 10)	Lot 3 a) onsite b) offsite weighting (1 to 10)	Lot 4 a) onsite b) offsite weighting (1 to 10)	Lot 5 a) onsite b) offsite weighting (1 to 10)	Lot 6 a) onsite b) offsite weighting (1 to 10)
	b) 0,27	b) 0,2				
10. Senior Analyst-Programmer	a) 0,2 b) 0,8	a) 0,6 b) 0,4				
11. Analyst-Programmer	a) 0,16 b) 0,64	a) 0,25 b) 0,25				
12. Programmer	a) 0,05 b) 0,45			a) 1,2 b) 0,3		
13. Junior Programmer	a) 0,02 b) 0,18			a) 0,4 b) 0,1		
14. Workflow Engine specialist	a) 0,12 b) 0,28	a) 0,7 b) 0,3				
15. Technical Writer	a) 0,03 b) 0,27			a) 0,6 b) 0,4	a) 0,6 b) 1,4	a) 0,6 b) 1,4
16. Web Designer-Developer	a) 0,05 b) 0,45	a) 0,3 b) 0,2				
17. Web Developer	a) 0,04 b) 0,36			a) 1,05 b) 0,45		
18. Junior Web Developer	a) 0,01 b) 0,09			a) 0,35 b) 0,15		
19. Graphical Designer	a) 0,04 b) 0,16			a) 0,6 b) 0,4		a) 0,45 b) 1,05
20. Senior Architect	a) 0,24 b) 0,28		a) 4,2 b) 1,8			
21. Architect	a) 0,06 b) 0,14		a) 2,8 b) 1,2			
22. Information System Tester	a) 0,16 b) 0,64					
23. Trainer	a) 0,08 b) 0,12			a) 2,8 b) 1,2		a) 1,05 b) 0,45

5.4 CONTRACTUAL DOCUMENTATION

5.4.1 Model Framework Contract



MULTIPLE FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – ECHA/2009/39/LOT [...]

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

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"⁷³), [represented for the purposes of the signature of this contract by [name in full and function,]]

of the other part,

HAVE AGREED

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

Annex I Tender Specifications

Annex II Contractor's Tender

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

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

⁷³ In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Agency for the performance of this contract".

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

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

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

ARTICLE I.2 - DURATION

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

The Contract shall continue to apply to such orders and Specific Contracts after its expiry, but no longer than 6 months.
- I.2.5** The Contract may be renewed up to 2 times, each time for a period of 12 months only before expiry of the Contract and with the express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 –PRICES

- I.3.1** The unit prices of the services shall be as listed in Annex II.
- I.3.2** Prices shall be expressed in EUR.
- I.3.3** Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

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

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

Revision shall be calculated in accordance with the following formula:

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

where:

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

- I.3.4.** In addition to the total amount specified in each order or Specific Contract, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications up to a maximum amount specified in each Specific Contract or order. The daily subsistence allowance referred to in Article II.7.4 (d) shall be specified in each Specific Contract or order.

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

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

ARTICLE I.5 – PAYMENT PERIODS AND FORMALITIES

- I.5.1.** Payments under the Contract shall be made in accordance with Article II.4 and II.5. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Within thirty days of the date

on which the admissible request for payment is received, the Agency shall make the payment corresponding to the relevant invoices and statements of reimbursable expenses.

I.5.2. The terms of payment shall be specified for each Specific Contract or order form as indicated by the Agency in its request for offer for the respective Specific Contract or order form.

I.5.3 The Contractor may be required to provide a performance guarantee for an amount of 10% of the value of a Specific Contract or order form and for its whole duration, which shall cover performance of the Specific Contract or order form in accordance with the terms set out in Annex A to the Specific Contract or order form. It shall be released six (6) months after complete execution and the last payment under the Specific Contract or order form.

For Specific Contracts or order forms with a value equal to or above 500 000 EUR, the Contractor shall be required to provide a guarantee. The guarantee shall be issued by a bank, an authorised financial institution or a Third Party in favour of the Agency.

For Specific Contracts or order forms with a value below 500 000 EUR, the Contractor may be required to provide a guarantee. The guarantee may also be constituted by deductions from payments as and when they are made.

ARTICLE I.6 – BANK ACCOUNT

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

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[IBAN⁷⁴ code: [complete]]

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract and order or Specific Contract numbers. Ordinary mail shall be deemed to have been received by the Agency on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses⁷⁵:

The Agency:

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

Contractor:

⁷⁴ BIC or SWIFT code for countries with no IBAN code.

⁷⁵ Fax number and e-mail accounts may be added. If an e-mail account is given, incoming e-mails should be redirected if the account holder is absent and a clause should be added specifying what is considered to be the reference date of the electronic communication (date of sending, receiving or opening).

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

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I.8.1** The Contract shall be governed by Finnish law.
- I.8.2** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the Helsinki district court.

ARTICLE I.9 – DATA PROTECTION

Any personal data included in or relating to the Contract, including its execution, shall be processed pursuant to Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the Agency without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the Agency. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.10 – PROVISION OF DELIVERABLES

- I.10.1** Any Deliverable provided under this Framework Contract shall have been demonstrated by the Contractor, at its expense, to conform to the technical specifications sent to the Contractor as part of the invitation to tender pursuant to which the Specific Contract or order form has been drawn up. Where a Specific Contract or Order Form foresees the provision of a Deliverable, any Deliverable provided by the Contractor under the Contract will be quality controlled by the Contractor before delivery, in accordance with Article I.14. On the request of the Agency, the Contractor has to be in a position to show that the outcome of the quality control was positive.
- I.10.2** Software shall be delivered with adequate technical support, as required by the Specific Contract or order form. The Contractor undertakes to develop and install the Software and provide the Informatics Services in accordance with the section on Informatics Architecture of Annex 1 or similar information given at the level of the Specific Contract or in an order. The Contractor agrees to co-operate with other suppliers to make the Softwares work with those of these other suppliers. It agrees to attend meetings called for that purpose by the Agency.
- I.10.3** Where the Specific Contract or order form mentions interfaces that need to be observed, the Contractor shall not modify such interfaces without the Agency's written agreement.

Such agreement shall not be unreasonably withheld. The Contractor shall ensure that all Software delivered under the Framework Contract is compatible and operates by means of interfaces with all other Software specified in the Framework Contract or in Specific Contracts or orders.

- I.10.4.** The Contractor shall assist and advise the Agency on the use of its Software and Services. It shall be responsible for Software integration as regards its inclusion in the Framework Contract, its operation in the Agency's environment and the introduction of new versions.
- I.10.5** The Contractor is liable on behalf of the Agency, on the basis of the supporting documents and after preliminary formal notice, for expenses that the Agency should pay to a Third Party because of a delay in the completion of work ascribable to the Contractor.
- I.10.6** When in order to provide the services, the Contractor uses proprietary Software of the Contractor or of a Third Party or that provided software comprises partly proprietary Software of the Contractor or of a Third Party, the Contractor shall be obliged to:
- mention this software explicitly in its tender;
 - specify if use by the Agency of this software involves payments for development or usage licenses and to provide an estimate of these costs;
 - specify if use by Third Parties (for example Member States, other institutions) of this software involves payments for development or usage licenses.
- I.10.7** The Agency has to give its agreement in writing for the use of this software under the Specific Contract or order for the development.

Where Software delivered utilises Software from a Third Party and where that Software is updated, the Contractor shall adapt Software in accordance with terms jointly agreed.

- I.10.8** The Contractor shall ensure that maintenance of the Software delivered under this Framework Contract is provided for at least the duration of the Framework Contract, if requested by the Agency.

ARTICLE I.11 – ACCEPTANCE

- I.11.1** Without prejudice to Article II.15, if the Agency does not accept any Deliverable related to the performance of the tasks referred to in Article I.1 and foreseen in a Specific Contract or in an order, the Agency can legally cancel the Specific Contract or order by means of a written notification leaving thirty days to the Contractor to satisfy its obligations.
- I.11.2** Following the acceptance of a Deliverable, the Agency will issue a Certificate of Acceptance. The acceptance procedure outlined in Annex I of the Contract shall apply.
- I.11.3** Even if a Software is accepted by the Agency, any incompatibility with previous Products that becomes apparent in the course of its use shall be resolved by the Contractor immediately and at no cost to the Agency.

ARTICLE I.12 – USE OF DOCUMENTATION AND PRODUCTS

- I.12.1** The Contractor declares that he is the rightful owner of the intellectual property rights to all products supplied by virtue of the Contract, and that he is entitled to sell or dispose of those rights in accordance with the terms of the Contract. If intellectual rights are the property of Third Parties, the Contractor shall request those Third Parties to confirm to the Agency, in writing and before the signature of a Specific Contract or order, that the Contractor is indeed entitled to sell or dispose of those rights in accordance with the terms of the Contract.
- I.12.2** From the reception date, the Agency has the complete user rights of the documentation and products under the normal conditions of use, without any restriction.
- I.12.3** When the service provision involves the use of a patent, of a usefulness certificate ("Gebrauchsmuster"), of a trademark or trade, design or industrial model belonging to a Third Party, the Contractor shall indemnify the Agency against any infringement proceedings.
- I.12.4** The Agency and the Contractor shall exchange all information on any industrial property right that could impede performance of the Contract.
- I.12.5** At the first sign of proceedings by a Third Party, in particular of a claim, even after completion of the Contract, the Party involved shall notify the other Party as soon as possible and the two parties shall then act in unison and provide each other with all information and evidence that they possess or obtain.

ARTICLE I.13 – DOCUMENTATION

- I.13.1** The Contractor shall provide the Agency with all documentation necessary for the planning and the control of the operations connected with the tasks referred to in Article I.1 of the Contract, as well as the documentation concerning the Deliverables provided.
- I.13.2** Thereafter, the Contractor shall provide free of charge to the Agency two copies of any update of his documentation, as soon as it is available for its customers.
- I.13.3** The Contractor shall permit the Agency to reproduce all or part of his documentation for its internal needs, directly connected with use by its personnel. The Agency shall ensure that any indication concerning the intellectual property rights appearing on the original copies is reproduced.
- I.13.4** The Contractor shall draw up the documentation necessary for the satisfactory and correct operation of any software developed under the Contract and shall place them at the disposal of the Agency. The Contractor shall adhere to the standards and rules in force for the drawing-up of this documentation.

ARTICLE I.14 – QUALITY OF THE DELIVERABLES

- I.14.1** Without prejudice to Article II.1.1, the performance of the Contractor's services will be measured by reference to the definitions, quality standards and procedures laid down in the Annex A to Specific Contracts or orders.

- I.14.2** The Contractor commits itself to adhere to these quality standards. Compliance with the standards will be monitored by the Agency. Quality standards may be revised in line with market developments.
- I.14.3** Prior to final acceptance, in the event of non-compliance with one or more of the standards over a sliding period of three months, the Contractor shall submit an improvement plan. In the event of non-compliance with one or more of the standards for three months, consecutive or not, over a sliding period of six months, a Deliverable whose quality has proved substandard may be withdrawn from the Specific Contract or order form, or the the Specific Contract or order form may be terminated where the overall quality of the *Services* is substandard.
- I.14.4** As from the final acceptance of all Deliverables of the Specific Contract or order, a guarantee period shall run for the number of months indicated in the Specific Contract or order form During this period, in the event of non-compliance with one or more of the quality standards laid down in the Annex A to Specific Contracts or orders, the Contractor has respectively five, ten or twenty working days following the notification by the Agency to remedy the non-compliance. The Agency shall notify by a Means of communication the Contractor of the type and scale of any failure as soon as it occurs.
- I.14.5** Except in the case of hidden defects, for which its liability shall be of unlimited duration, the Contractor shall guarantee the proper operation of Commissioned Software in conformity with Article II.1. It shall be held responsible for the immediate repair, at its own expense, of any breakdowns that occur during the guarantee period, unless it can prove that such breakdowns have occurred for reasons other than mistakes made in performance of the service, or other than manufacturing or design errors in that portion of the work for which it was responsible.
- I.14.6** The duration of the guarantee shall be extended by the period which elapses between the notification of the type and scale of any failure to the Contractor duly sent by the Agency during the stated guarantee period and the date at which the Agency accepts the corrected work.
- I.14.7** In case of failure to comply with this obligation, including the provision of corrective and preventive maintenance, the Agency may decide to impose liquidated damages, as foreseen by Article II.16, without prejudice to the Agency's right to recover payments in accordance with Article II.1.9. If the Contractor does not repair Commissioned Software within the time limits, the Agency may have it repaired by a Third Party, on the responsibility and at the own and sole expense of the Contractor.

ARTICLE I.15 – SECURITY AND CONFIDENTIALITY

- I.15.1** The Contractor will treat all material encountered during the duration of the Contract and any Specific Contract or order (including any data on any Agency network) as confidential and will not disclose the material to any Third Party, except when explicitly authorised by the Agency. The Contractor may only utilise the information contained in the material for the purposes identified in the Contract. The Contractor shall take all practical steps to keep the material confidential and shall restrict access to the material to the members of the Contractor's team assigned to the execution of the Contract only.
- I.15.2** Without prejudice to Articles I.12 and I.14, the Agency shall respect the confidentiality of documents and data when so requested by the Contractor.

- I.15.3** The Contractor shall take all appropriate steps for each Deliverable to ensure that the data and the media upon which they are stored are safely preserved. The Deliverable provided shall not contain any mechanism (for example viruses) which could compromise their proper operation and that of other products. The cost of repairing the damage caused by such a mechanism shall be borne by the Contractor.
- I.15.4** The Contractor undertakes to inform the Agency in writing as soon as he has any knowledge of faults in his products that endanger the security of the configurations of which they form a part. The Contractor shall immediately take any measures necessary to restore the security of the configurations and correct the faults.
- I.15.5** The Contractor shall ensure that all security precautions for each product are clearly spelled out in the relevant user manuals and technical documentation supplied to the Agency.
- I.15.6** Contractors working in the Agency's premises must conform to any internal Agency security rules, including the Agency's Information Systems Security Policy. If the Contractor's staff are working in the Agency's buildings, the Contractor is required, at the Agency's request, to replace immediately and without compensation any person considered undesirable by the Agency.
- I.15.7** The Contractor undertakes to comply with Article 5 of the European Commission's decision concerning the security of information Systems used by the European Commission [C(2006) 3602 16/08/2006⁷⁶] and any subsequent versions.
- I.15.8** The security requirements for each individual project shall be described in the Specific Contracts or orders.
- I.15.9** The Contractor agrees to impose the security obligations of this Article upon any of its subcontractors and their staff who perform tasks for the Agency in execution of this Framework Contract.
- I.15.10** The Contractor recognises that no Products, equipment or material whatsoever owned by the Agency or present at the Agency's premises, may be moved or removed without the Agency's express written approval and the signature of a Specific Contract relating thereto. Each move or removal of a Product, equipment or material whatsoever, shall be recorded in a note, as specified in the Specific Contract in execution of which these Products, equipments or materials are moved or removed.
- I.15.11** Should the Contractor, during the performance of the tasks which are the subject of the Contract, need remote access to internal informatics resources from the external domain, he shall be requested to comply with the Agency's internal rules on practical and technical security for remote intervention. This must be achieved by way of signature of a specific agreement for remote intervention provided by the Agency.

⁷⁶ http://ec.europa.eu/internal_market/imi-net/docs/decision_3602_2006_en.pdf

ARTICLE I.16 – LIABILITY AND INSURANCE

- I.16.1** The Contractor is liable under the law applicable to the Contract (Article I.8) for any damage caused by a default of a Deliverable provided under the Contract.
- I.16.2** Without prejudice to Article II.2.5, the Contractor shall be insured against all claims in respect of personal injury or material damages. [For Lot 1, this insurance cover shall be for a sum not less than **EUR 2.000.000** per claim for material and personal damage.] [For Lot 2 to 6 the insurance shall be for a sum not less than **EUR 500.000** per claim for material and personal damage.] Compensation shall be paid to the Agency directly.
- I.16.3** The Contractor shall provide proof of insurance cover upon request by the Agency, within thirty days of the signature of the Contract. A copy of the Contract of insurance shall be given to the Agency without charge. Should the Contractor fail to provide this proof of insurance, the Agency shall be entitled, in conformity with Article II.15.1(k), to terminate the Contract at the Contractor's expense and be entitled to damages and interest thereof.
- I.16.4** Before the implementation of any change in the terms of the insurance contract referred to in paragraph 3 of this Article, of its termination by the insurer, of its replacement by a new Contract, of a change in insurer, or of any other change materially affecting the Contract referred to in paragraph 3 of this Article, the Contractor shall notify the Agency immediately, in writing. The Agency shall give its consent to such change, and may offer its comments. The Agency may withhold its consent should it find that the change may result in the absence of the necessary insurance cover during the period of the Contractor's civil liability. In the event of the Contractor's failing to find insurance cover meeting the criteria of paragraph 2 of this Article, the Agency shall be entitled to terminate the Contract, in conformity with Article II.15.1(k).
- I.16.5** Should the Contractor fail to notify the Agency of any change in accordance with paragraphs 4 of this Article, the Agency shall be entitled to terminate the Contract, in conformity with Article II.15.1(k), at the Contractor's expense. The Agency shall also be entitled to seek damages and interest thereof from the Contractor. Termination of the Contract shall not signify that the Contractor is relieved of his civil liability under the terms of paragraph 1 of this Article.

ARTICLE I.17 – ADVERTISING

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

ARTICLE I.18 – TERMINATION BY EITHER CONTRACTING PARTY

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

ARTICLE I.19 – OWNERSHIP AND TRANSFER OF INTELLECTUAL PROPERTY RIGHTS

I.19.1 Specific provisions concerning the Background

I.19.1.1 As regards Background of the Agency which the Contractor is likely to use in the execution of its obligations under this Framework Contract, the Agency expressly authorises, to the extent the Agency has the power of disposal, the Contractor to use such Background, within the limits strictly necessary and exclusively for the execution of this Framework agreement.

I.19.1.2 In case of the Third Party Background the Contractor undertakes to obtain the necessary user rights in order to perform the works subject of this Framework agreement and in order to allow the Agency and its contractors to use the Deliverables properly in its future functions for the purposes set out in Article I.19.2. below.

The Contractor shall provide the Agency with such written authorisations from Third Parties demonstrating the scope of user rights granted to the Contractor and the Agency by the Third Parties on the specific request of the Agency but at the latest by the expiry of the Framework agreement.

I.19.1.3. In case the Contractor's Background is inseparably incorporated with the Deliverables the Contractor undertakes to grant to the Agency and its contractors a license permitting the necessary access thereto so that the Agency can use the Deliverables in its future functions. This license grant to the Contractor's Background shall enable the Agency - within the limits strictly necessary for the proper utilisation of the Deliverables - to:

- use, re-use and edit the Background, as a whole or parts of them
- translate and re-write Background in a different language or into a different form
- exploit the Background
- modify the Background, and in particular to cut, insert legends or other graphic, visual, audio or word elements
- license and sub-license the Background
- distribute the Background with or without modifications to them,
- distribute copies of the Background
- display the Background publicly
- put the Background on the Internet
- communicate the Background to the public by telecommunication, by electronic publication, by press information services, by downloadable and non-downloadable files, by communication with computer terminals, by sending of telegrams, messages and wire service, by electronic and non-electronic publications, or by any other media of expression now known or later developed
- reproduce the Background by any technical procedure into paper, digital, electronic or non-electronic format
- prepare derivative documentation of the Background
- store the Background
- include the Background in the indexes and databases worldwide
- extract audio files from the Background
- compile or decompile the Background
- as well as any other rights that are necessary for the Agency to use the Deliverables properly in its future functions.

The Agency shall reproduce all references to Intellectual property rights appearing on the Contractor's Background, and acknowledge the source where possible.

I.19.2 Specific provisions concerning the Deliverables and the assignment of rights

I.19.2.1 All Deliverables and related industrial or Intellectual property rights obtained in performance of the Contract, shall become the exclusive property of the Agency, which may use, publish, assign or transfer them as it seems fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Framework agreement being entered into.

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

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

I.19.2.2 The Contractor therefore warrants that it is a rightful owner of all the Intellectual property rights to the Deliverables obtained under this Framework Contract, and that it is entitled to assign to the Agency those Intellectual property rights in accordance with the terms of this Framework Contract.

I.19.2.3 The Contractor shall assign the ownership to the Agency all rights in all the Deliverables, obtained under this Framework agreement and shall warrant that the Agency has the appropriate rights, including but not expressly limited to the rights mentioned below, to:

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

I.19.2.4 The assignment of the rights and ownership becomes effective upon payment of the Deliverables by the Agency. The Deliverables remain the property of the Contractor until the payment is received. The Contractor shall provide the Agency all the necessary legal documents allowing the Agency to record the transfer of ownership into its name.

Until full payment of the amounts due, the Agency (and its contractors) is granted a non-exclusive, worldwide, royalty-free license related to the use of the Deliverables for the purposes described in Article I.19.2.3. above.

I.19.3 Specific provisions concerning the protections of rights and guarantees

I.19.3.1 The Contractor guarantees that none of the Deliverables, whether or not developed in execution of this Framework Contract, infringes any Third Party's Intellectual property rights.

The Contractor shall indemnify and hold the Agency harmless for all damages and costs incurred due to any claim rightfully brought forward against the Agency by the rights holder or by any other person for any breach of rights (intellectual, industrial or other property rights) based on the Agency's (or its contractor's) use of the Deliverables to which the Contractor has assigned the Agency the rights or granted the user rights.

I.19.3.2 Each Party shall inform the other Party of the existence of a dispute or threat of any Third Party's action or claim alleging an infringement of its Intellectual property rights by Agency's use of the Deliverables.

In the event of such a dispute or threat thereof, the Contractor undertakes to conduct all litigation, arbitration or negotiations for settlement, in its own name as well as a representative of the Agency, at its own and sole expense.

The Agency agrees to provide the Contractor with all information and assistance that may reasonably be required, at the Contractor's own and sole expense.

However, the Agency reserves the right to decide to conduct its own defence or to negotiate its own settlement, at its own discretion. The Contractor will be responsible for any payment arising out of any settlement or judgement following such a dispute or threat, except for the payment of a settlement made by the Agency without the Contractor's written consent. Such consent may not be withheld without reasonable grounds.

I.19.3.3 If the infringement of a Third Party's Intellectual property right on a Deliverable is declared in a judgement, arbitration sentence or Party settlement, or if such is likely to happen, the Contractor agrees on its own expense to (1) either procure for the Agency the right to continue using the Deliverable, (2) either replace them with substantially equivalent non-infringing Deliverable, or, if none of the foregoing is available, (3) grant to the Agency a credit in the amount corresponding to the purchase price of the proportion of the Deliverable which can no longer be used.

I.19.3.4 Pursuant to Article II.8 of the General Conditions and as regards the Deliverables obtained in performance of the Framework Contract, the Contractor undertakes to refrain from:

- filing a trademark, patent or design application in relation with any of the Deliverables obtained in performance of the Framework Contract in his own name or that of a Third Party.
- claiming a copyright over the Deliverables obtained in performance of the Framework Contract in his own name or of that of a Third Party.

Failure to comply with this provision will entitle the Agency to seek damages against the Contractor and will not prevent the Agency from protecting the Deliverables rights assigned under the Framework Contract.

II – GENERAL CONDITIONS

ARTICLE II. 1 – PERFORMANCE OF THE CONTRACT

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

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

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Agency;
 - the Agency may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Agency any right arising from the contractual relationship between the Agency and the Contractor.
- II.1.7** In the event of disruption resulting from the action of a member of the Contractor's staff working on Agency premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Agency shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the provision of the services assigned to him resulting from the replacement of staff in accordance with this Article.

II.1.8 Should any unforeseen event, action or omission directly or indirectly hamper provision of the services, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Agency. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

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

ARTICLE II. 2 – LIABILITY

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

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

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

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

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

ARTICLE II. 3 - CONFLICT OF INTERESTS

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

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

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

II.3.3 The Contractor declares:

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

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

ARTICLE II. 4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

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

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

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

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

II.4.2 Interim payment:

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

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

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

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

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

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

II.4.3 Payment of the balance:

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

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

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

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

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

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

ARTICLE II. 5 – GENERAL PROVISIONS CONCERNING PAYMENTS

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

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

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

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

ARTICLE II. 6 – RECOVERY

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

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

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

ARTICLE II. 7 - REIMBURSEMENTS

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

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

II.7.3 Travel expenses shall be reimbursed as follows:

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

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

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

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

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

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

ARTICLE II. 9 – CONFIDENTIALITY

- II.9.1.** The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to Third Parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.
- II.9.2.** The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to provision of the services and that they will not divulge to Third Parties or use for their own benefit or that of any Third Party any document or information not available publicly, even after completion of the tasks.

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

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

ARTICLE II. 11 – TAXATION

- II.11.1** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2** The Contractor recognises that the Agency is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.
- II.11.3** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.

II.11.4 Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II. 12 – FORCE MAJEURE

II.12.1 *Force majeure* shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* unless they stem directly from a relevant case of *force majeure*.

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

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

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

ARTICLE II. 13 – SUBCONTRACTING

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

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

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

ARTICLE II. 14 – ASSIGNMENT

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

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

ARTICLE II. 15 – TERMINATION BY THE AGENCY

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

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

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

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

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

II.15.4 Consequences of termination: in the event of the Agency terminating the Contract or a pending order or Specific Contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

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

If the Agency terminates the Contract pursuant to Article II.15 and the Agency has been assigned the rights on Commissioned software or has paid for maintenance of Commissioned software, the Contractor shall:

- hand over (immediately and without charge) the source code, the Software plans, the access keys and the Documentation required by the Agency for the proper operation of the Software, insofar as the Contractor has a legal right to do so.
- expressly undertake not to use such developments in the future and to purge any copies of the same from his equipments;
- undertake to keep every information in relation to the developed Software confidential even after the termination of the Contract;

If the Contract concerns the provision of Software as well as maintenance Services relating to the Software, the Agency has the right, if the circumstances justifying termination only concern the provision of the Software, to terminate only the part of the Contract which concerns the provision of Software, while keeping the part of the Contract relating to the maintenance Services in force.

The Contractor shall not provide any Software or Services if the Contract is not in force, if no Specific Contract has been entered into or if no order is pending.

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

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

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

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

Article II.15.4. shall apply.

ARTICLE II. 16 – LIQUIDATED DAMAGES

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

ARTICLE II. 17 – CHECKS AND AUDITS

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

ARTICLE II. 18 – AMENDMENTS

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

ARTICLE II. 19 – SUSPENSION OF THE CONTRACT

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

SIGNATURES

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

For the Agency,
Mr Geert Dancet, Executive Director

signature[s]: _____

signature[s]: _____

Done at [place], [date]
In duplicate in English.

Done at Helsinki, [date]

ANNEX I

Tender Specifications

ANNEX II

Contractor's tender and Price list

The tender documents submitted by the Contractor and accepted by the Agency on the basis of invitation to tender ECHA/2009/39 shall form an integral part of this Framework Contract.

5.4.2 Model Specific Contracts

FIXED PRICE

SPECIFIC CONTRACT No [complete]⁷⁷
implementing Framework Contract No ECHA/2009/39/Lot No[complete]

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

of the one part,

and

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

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

of the other part,

HAVE AGREED

ARTICLE 1: SUBJECT

- 1.1 This Specific Contract implements Framework Contract No ECHA/2009/39/Lot No[complete] signed by the Agency and the Contractor on [complete date] [*and renewed on complete date*].
- 1.2 The subject of this Specific Contract is [short description of subject].
- 1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this Specific Contract and the annex[es] thereto, which form an integral part thereof, to perform the tasks as specified in Annex A of the Specific Contract.

⁷⁷ Options [*in italics*] to be deleted where not applicable.
Options [in roman] to be completed.

ARTICLE 2: DURATION

- 2.1** This Specific Contract shall enter into force on the date on which it is signed by the last contracting Party.
- 2.2** The duration of the tasks shall not exceed [*days/months*]. Execution of the tasks shall start from the [*date of entry into force of this Specific Contract*] or [*indicate date*]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE 3: PRICE

- 3.1** The total amount to be paid by the Agency under this Specific Contract for the provision of the Deliverables specified in Annex A shall be EUR [*amount in figures and in words*].
- [3.2]** In addition to the amount specified in Article 3.1, travel and subsistence expenses up to a maximum amount of EUR [*amount in figures and in words*] shall be reimbursed according to the provisions of the Framework Contract. The daily subsistence allowance shall be [...]

ARTICLE 4: PAYMENTS

Payments under this Specific Contract shall be made in accordance with Article II.4 of the Framework Contract. [*A performance guarantee shall be made in accordance with Article I.5.3 of the Framework Contract.*]If indicated in the request for offer

4.1 Pre-financing:

If indicated in the request for offer that a pre-financing shall apply, the following clauses are to be inserted, otherwise it will be stated “not applicable”.

A pre-financing of XX %⁷⁸ equal to the amount of the Specific Contract shall be made.

Within 30 days of Specific Contract signature by the last contracting Party and the receipt by the Agency of a request for pre-financing with a relevant invoice a pre-financing payment equal to XX% of the total amount referred to in the Specific Contract shall be made.

In case it has been stated in the request for offer that a pre-financing guarantee is required the above paragraph is to be replaced with

Within 30 days of the latest of the following dates:

- *signature of the Specific Contract by the last contracting part and the receipt by the Agency of a request for pre-financing with a relevant invoice*

⁷⁸ A pre-financing may not exceed 30% of the total amount as specified in Article 3.1.

- *the receipt by the Agency of a duly constituted financial guarantee equal to at least XX % of the amount of the Specific Contract*

a pre-financing payment of XX% of the total amount referred to in the Specific Contract shall be made.

4.2 Interim payment:

If indicated in the request for offer that an interim-payment shall apply, the following clauses are to be inserted, otherwise it will be stated “not applicable”.

The request for an interim payment of EUR [amount in figures and in words] which represents XX % of the total value of the amount specified in Article 3.1 of the Specific Contract shall be valid if accompanied by:

- a technical report and/or Deliverable in another format in accordance with Annex A of the Specific Contract;
- statements of reimbursable expenses in accordance with Article II.7 of the Framework Contract;
- the relevant invoices, indicating the reference number of the Framework Contract and the Specific Contract to which they refer

provided the above report and/or Deliverable has been approved by the Agency.

If not specified otherwise in Annex A to the Specific Contract, the approval of the report and/or Deliverable by the Agency will be given according to the acceptance procedure as laid out in Annex I to the Framework Contract. [Depending on the complexity of the project, the Agency may foresee a longer period for approval or rejection of reports and/or Deliverables. However, this will be specified in the request for offer].

Within 30 days of the date on which the report and/or Deliverable is approved by the Agency, an interim payment corresponding to the relevant invoice shall be made.

4.3 Payment of the balance:

The request for payment of the balance of the Contractor shall be valid if accompanied by:

- the final technical report and/or Deliverable in another format in accordance with Annex A of the Specific Contract;
- statements of reimbursable expenses in accordance with Article II.7 of the Framework Contract;
- the relevant invoices, indicating the reference number of the Framework Contract and the Specific Contract to which they refer

provided the above report and/or Deliverable has been approved by the Agency.

If not specified otherwise in Annex A to the Specific Contract, the approval of the report and/or Deliverable by the Agency will be given according to the acceptance procedure as laid out in Annex I to the Framework Contract. *[Depending on the complexity of the project, the Agency may foresee a longer period for approval or rejection of reports and/or Deliverables. However, this will be specified in the request for offer].*

Within thirty days of the date on which the report and/or Deliverable is approved by the Agency, payment of the balance corresponding to the relevant invoice shall be made.

ARTICLE 5: GENERAL ADMINISTRATIVE PROVISIONS

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

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

For the Agency: European Chemicals Agency
P.O. Box 400,
00121 HELSINKI, Finland
Fax: +358 9 68618210
[Name & Office address of the contract manager]
Email: [to be completed]

For the Contractor: Mr/Mrs
[Function]
[Company name]
[Official address in full]

ARTICLE 6: PLACE OF PERFORMANCE

The tasks shall be executed at the premises of *[the Contractor]* or *[the Agency]*.

ARTICLE 7: ANNEXES

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

Annex A: Technical annex

Annex B: Contractor's offer dated and accepted by the Agency

SIGNATURES

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

For the Agency,
[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done in [place], [date]

Done in [Helsinki], [date]

In duplicate in [English].

Specific Contract N° XXXX

Annex A

Technical Annex

1. Tasks

[As outlined in the request for offer by the Agency]

2. Deliverables

The specific deliverables, which are all the subject of acceptance unless specified otherwise, are:

-
- [list of all requested deliverables as outlined in the request for offer by the Agency]

3. Delivery schedule

The delivery schedule is as follows:

- 3.1 T0 being the date of signature of this agreement;
- 3.2 [list of all requested deliverables with timetable]

4. Quality standards and procedures

5. Security requirements

Annex B

Contractor's Offer

QUOTED TIME & MEANS

SPECIFIC CONTRACT No [complete]⁷⁹
implementing Framework Contract No ECHA/2009/39/Lot No[complete]

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

of the one part,

and

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

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

of the other part,

HAVE AGREED

ARTICLE 1: SUBJECT

- 1.1** This Specific Contract implements Framework Contract No ECHA/2009/39/Lot No[complete] signed by the Agency and the Contractor on [complete date] [*and renewed on complete date*].
- 1.2** The subject of this Specific Contract is [short description of subject].
- 1.3** The Contractor undertakes, on the terms set out in the Framework Contract and in this Specific Contract and the annex[es] thereto, which form an integral part thereof, to perform the tasks as specified in Annex A of the Specific Contract.

⁷⁹ Options [*in italics*] to be deleted where not applicable.
Options [in roman] to be completed.

ARTICLE 2: DURATION

- 2.1** This Specific Contract shall enter into force on the date on which it is signed by the last contracting Party.
- 2.2** The duration of the tasks shall not exceed [*days/months*]. Execution of the tasks shall start from the [*date of entry into force of this Specific Contract*] or [indicate date]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE 3: PRICE

- 3.1** The Agency undertakes to pay the Contractor in consideration for the services provided in performance of this Specific Contract an amount of EUR [to be completed] per day of actual services rendered, for [to be completed] days, i.e. a total of EUR [to be completed].

Profile of service provider: _____

[profile of the Contractor and daily rate to be specified in accordance with the profiles listed in Annex I of the Framework Contract]

- an amount of EUR [to be completed] per day of actual services rendered, for [to be completed] days, i.e. a total of EUR [to be completed].

[to be repeated for as many profiles as required]

The overall maximum total amount for this Specific Contract is EUR [amount in figures and in words].

- [3.2]** In addition to the amount specified in Article 3.1, travel and subsistence expenses up to a maximum amount of EUR [amount in figures and in words] shall be reimbursed according to the provisions of the Framework Contract. The daily subsistence allowance shall be [...]

ARTICLE 4: PAYMENTS

Payments under this Specific Contract shall be made in accordance with Article II.4 of the Framework Contract. [*A performance guarantee shall be made in accordance with Article I.5.3 of the Framework Contract.*]

- 4.1** Pre-financing:

If indicated in the request for offer that a pre-financing shall apply, the following clauses are to be inserted, otherwise it will be stated “not applicable”.

As indicated in the request for offer from the Agency for this Specific Contract, a pre-financing of XX%⁷⁸ equal to the amount of each subtask agreement shall be made.

Within 30 days

- Following acceptance of the work estimate by the Agency and
- The receipt by the Agency of a request for pre-financing with a relevant invoice

a pre-financing payment equal to XX% of the total amount referred to in the respective quoted time & means form shall be made.

In case it has been stated in the request for offer that a pre-financing guarantee is required the above paragraph is to be replaced with

Within 30 days of the latest of the following dates:

- *Following acceptance of the work estimate by the Agency and the receipt by the Agency of a request for pre-financing with a relevant invoice*
- *the receipt by the Agency of a duly constituted financial guarantee equal to at least XX % of the total amount of the respective quoted time & means form*

a pre-financing payment equal to XX% of the total amount referred to in the respective quoted time & means form shall be made.

4.2 Interim payment:

If indicated in the request for offer that an interim-payment shall apply, the following clauses are to be inserted, otherwise it will be stated “not applicable”.

The request for an interim payment of XX % of the total price for each subtask, as specified in the relevant “Quoted Times and Means – form” (Annex I of the Framework Contract) shall be valid if accompanied by:

- the interim technical report and/or deliverable in another format in accordance with the Quoted Time & Means form (Expected Deliverables);
- statements of reimbursable expenses in accordance with Article II.7 of the Framework Contract;
- the relevant invoices, indicating the reference number of the Framework Contract and the Specific Contract and subtasks to which they refer

provided the above report and/or deliverable has been approved by the Agency.

If not specified otherwise in Annex A to the Specific Contract, the approval of the report and/or deliverable by the Agency will be given according to the acceptance procedure as laid out in Annex I of the Framework Contract. [Depending on the complexity of the project, the Agency may foresee a longer period for approval or rejection of reports and/or deliverables. However, this will be specified in the request for offer].

Within 30 days of the date on which the report and/or deliverable is approved by the Agency, an interim payment corresponding to the relevant invoice shall be made.

4.3 Payment of the balance:

The request for payment of the balance for each subtask, as specified in the relevant “Quoted Times and Means – form” (Annex I of the Framework Contract) shall be valid if accompanied by:

- the final technical report and/or deliverable in another format in accordance with Annex A of the Specific Contract;
- statements of reimbursable expenses in accordance with Article II.7 of the Framework Contract;
- the relevant invoices, indicating the reference number of the Framework Contract and the Specific Contract and subtasks to which they refer

provided the above report and/or deliverable has been approved by the Agency.

If not specified otherwise in Annex A to the Specific Contract, the approval of the report and/or deliverable by the Agency will be given according to the acceptance procedure as laid out in Annex I of the Framework Contract. [Depending on the complexity of the project, the Agency may foresee a longer period for approval or rejection of reports and/or deliverables. However, this will be specified in the request for offer].

Within thirty days of the date on which the report and/or deliverable is approved by the Agency, payment of the balance corresponding to the relevant invoice shall be made.

ARTICLE 5: GENERAL ADMINISTRATIVE PROVISIONS

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

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

For the Agency:

Administrative matters: European Chemicals Agency
P.O. Box 400,
00121 HELSINKI, Finland
Fax: +358 9 68618210
[Name & Office address]
Email: [to be completed]

Technical questions: European Chemicals Agency
P.O. Box 400,
00121 HELSINKI, Finland
Fax: +358 9 68618210
[Name & Office address]
Email: [to be completed]

For the Contractor:

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

ARTICLE 6: PLACE OF PERFORMANCE

The tasks shall be executed at the premises of [*the Contractor*] or [*the Agency*].

ARTICLE 7: ANNEXES

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

Annex A: Technical annex

Annex B: Contractor’s offer dated and accepted by the Agency

SIGNATURES

For the Contractor,

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

For the Agency,

[forename/surname/function]

signature[s]: _____

signature[s]:_____

Done in [place], [date]

Done in [Helsinki], [date]

In duplicate in [English].

Specific Contract N° XXXX

Annex A

Technical Annex

1. Tasks

[As outlined in the request for offer by the Agency]

2. Deliverables

The specific deliverables, which are all the subject of acceptance unless specified otherwise, are:

-
- [list of all requested deliverables as outlined in the request for offer by the Agency]

3. Delivery schedule

The delivery schedule is as follows:

- 3.1 T0 being the date of signature of this agreement;
- 3.2 [list of all requested deliverables with timetable]

4. Quality standards and procedures

5. Security requirements

Annex B

Contractor's Offer

TIME & MEANS

SPECIFIC CONTRACT No [complete]⁸⁰
implementing Framework Contract No ECHA/2009/39/Lot No[complete]

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

of the one part,

and

[official name in full]

[*official legal form*]

[*statutory registration number*]

[official address in full]

[*VAT registration number*]

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

of the other part,

HAVE AGREED

ARTICLE 1: SUBJECT

- 1.1 This Specific Contract implements Framework Contract No ECHA/2009/39/Lot No[complete] signed by the Agency and the Contractor on [complete date] [*and renewed on complete date*].
- 1.2 The subject of this Specific Contract is [short description of subject].
- 1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this Specific Contract and the annex[es] thereto, which form an integral part thereof, to perform the tasks as specified in Annex A of the Specific Contract.

⁸⁰ Options [*in italics*] to be deleted where not applicable.
Options [in roman] to be completed.

ARTICLE 2: DURATION

- 2.1** This Specific Contract shall enter into force on the date on which it is signed by the last contracting Party.
- 2.2** The duration of the tasks shall not exceed [*days/months*]. Execution of the tasks shall start from the [*date of entry into force of this Specific Contract*] or [*indicate date*]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE 3: PRICE

- 3.1.** The Agency undertakes to pay the Contractor, in consideration for the services rendered under this Specific Contract.
- an amount of EUR XXX per day of actual services rendered, for XX days for (name of service provider), i.e. a total of EUR XXXXX
Profile of service provider:
(specify the profile of the service provider in accordance with the profiles listed in the "PRICES" Annex to the Framework Contract)
 - an amount of EUR XXX per day of actual services rendered, for XX days for (name of service provider), i.e. a total of EUR XXXXX
Profile of service provider:
(specify the profile of the service provider in accordance with the profiles listed in the "PRICES" Annex to the Framework Contract)

The total amount to be paid by the Agency under this Specific Contract shall be EUR XXX [amount in figures] covering all tasks executed.

- [3.2. *This amount shall cover all expenditure incurred by the Contractor in performing this Specific Contract.]*
- [3.2. *In addition to the amount specified in Article 3.1, travel and subsistence expenses up to a maximum amount of EUR [amount in figures and in words] shall be reimbursed according to the provisions of the Framework Contract. The daily subsistence allowance shall be [...]]*
- The daily subsistence allowance shall be [...]]*

ARTICLE 4: PAYMENTS

Payments under this Specific Contract shall be made in accordance with Article II.4 of the Framework Contract. A performance guarantee shall be made in accordance with Article I.5.3.

- 4.1** Pre-financing:
- Pre-financing shall not be applicable.
- 4.2** Interim payment:

The request for payment, as specified in the relevant “Times and Means – form” (Annex I of the Framework Contract) shall be valid if accompanied by:

- time sheets signed by the service provider
- statements of reimbursable expenses in accordance with Article II.7 of the Framework Contract, where applicable;
- the relevant invoices, indicating the reference number of the Framework Contract and the Specific Contract to which they refer

Provided the above time sheet has been countersigned by the Agency for approval, following verification against its flexitime system at the end of each calendar month.

4.3 Payment of the balance:

The request for payment of the balance, as specified in the relevant “Times and Means – form” (Annex I of the Framework Contract) shall be valid if accompanied by:

- time sheets signed by the service provider
- statements of reimbursable expenses in accordance with Article II.7 of the Framework Contract, where applicable;
- the relevant invoices, indicating the reference number of the Framework Contract and the Specific Contract to which they refer

Provided the above time sheet has been countersigned by the Agency for approval, following verification against its flexitime system at the end of the last calendar month, during which services have been provided.

ARTICLE 5: GENERAL ADMINISTRATIVE PROVISIONS

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

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

For the Agency:

Administrative matters: European Chemicals Agency
P.O. Box 400,
00121 HELSINKI, Finland
Fax: +358 9 68618210
[Name & Office address]
Email: [to be completed]

Technical questions: European Chemicals Agency
P.O. Box 400,
00121 HELSINKI, Finland
Fax: +358 9 68618210
[Name & Office address]
Email: [to be completed]

For the Contractor: Mr/Mrs

[Function]
[Company name]
[Official address in full]

ARTICLE 6: PLACE OF PERFORMANCE

The tasks shall be executed at the premises of [the Contractor] or [the Agency].

ARTICLE 7: ANNEXES

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

Annex A: Technical annex

Annex B: Contractor's offer dated and accepted by the Agency

SIGNATURES

For the Contractor,

[Company name/forename/surname/function]

For the Agency,

[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done in [place], [date]

Done in [Helsinki], [date]

In duplicate in [English].

Specific Contract N° XXXX

Annex A

Technical Annex

1. Tasks

[As outlined in the request for offer by the Agency]

2. Deliverables

The specific deliverables, which are all the subject of acceptance unless specified otherwise, are:

-
- [list of all requested deliverables as outlined in the request for offer by the Agency]

3. Delivery schedule

The delivery schedule is as follows:

- 3.1 T0 being the date of signature of this agreement;
- 3.2 [list of all requested deliverables with timetable]

4. Quality standards and procedures

5. Security requirements

Annex B

Contractor's Offer

5.4.3 Model Order Forms



REQUEST FORM
Fixed Price

Request Form ID		.....
Framework Contract N°		.....
To	Company:	Phone n°:
	Contact person:	Fax n°:
		Email:.....
	<i>Description of required service</i>	
	Specification (reference to attached Technical Annex): .....	.....
	Approximate start date: .....	.....
	Delivery date (depends on the start date): .....	.....
	Place of delivery: .....	.....
		Offer date: (dd/mm/yy)
From	Agency:	Phone n°:
	Contact person:	FAX n°:
	Signature:	Date (dd/mm/yy):

We wish to remind you that this Request Form does not constitute any firm order until such time as a contractual document, signed by the Agency, has been received by you.

Request Form ID		.....
Framework Contract N°		.....
To	Company:	Phone n°:
	Contact person:	Fax n°:
		Email:
<i>Description of required service</i>		
Tasks (reference to attached Technical Annex):		
Profile:		
Expertise required (reference to attached Technical Annex):		
Required start date:		
N° of days:		
Place of delivery:		
Offer date:		..... (dd/mm/yy)
From	Agency:	Phone n°:
	Contact person:	Fax n°:
	Signature:	Date (dd/mm/yy):

We wish to remind you that this Request Form does not constitute any firm order until such time as a contractual document, signed by the Agency, has been received by you.

Request Form ID		.....
Framework Contract N°		.....
To	Company:	Phone n°:
	Contact person:	Fax n°:
		Email:
<i>Description of required service</i>		
Tasks (reference to attached Technical Annex):		
Profile(s): N° of days:		
..... N° of days:		
Expertise required (reference to attached Technical Annex):		
Required start date:		
N° of days:		
Place of delivery:		
Offer date:		..... (dd/mm/yy)
From	Agency:	Phone n°:
	Contact person:	Fax n°:
	Signature:	Date (dd/mm/yy):

We wish to remind you that this Request Form does not constitute any firm order until such time as a contractual document, signed by the Agency, has been received by you.

"QUOTED TIME & MEANS" FORM

FOR SUBTASK No

UNDER SPECIFIC CONTRACT No

UNDER FRAMEWORK CONTRACT No

Original document - duly signed - to be attached to the invoice

REQUEST AND DESCRIPTION OF WORK

To be filled in by the Agency:

Title:
Date of request:
Responsible person at Agency:
Description of work:
Expected results:

WORK ESTIMATE

To be filled in by the Contractor:

PROFILE	PRICE/DAY	NUMBER OF DAYS	TOTAL PRICE
Planned starting date of work:			
Planned delivery date for work			
Date and Contractor's signature:			

To be filled in by the Agency:

Date and signature denoting Agency's agreement:	
--	--

SIGNING FOR WORK

To be filled in by the Contractor and the Agency:

	Contractor	Agency
Date of delivery/signing:		
Person responsible for checking (in block capitals):		
Comments:		
Date and signature :		

ACCEPTANCE OF WORK

To be filled in by the Agency:

Person responsible for accepting the work:	
Date and signature denoting final acceptance and invoicing:	

5.4.4 Model Pre-financing Guarantee



PRE-FINANCING GUARANTEE

<To be completed on paper bearing the letterhead of the financial institution >

For the attention of
European Chemicals Agency (ECHA)
Financial Unit
referred to below as the “Contracting Authority”

Subject: Guarantee No...
Financing Guarantee for the repayment of pre-financing payable under Specific Contract ECHA/2009/39/LOT [...] / SC [...] (please quote number and title in all correspondence)

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <Contractor's name and address>, hereinafter referred to as “the Contractor”, the payment to the Contracting Authority of EUR [...] ([...]), corresponding to the pre-financing as mentioned in Article 4.1 of the Specific Contract ECHA/2009/39/LOT [...] / SC [...] concluded between the Contractor and the Contracting Authority, hereinafter referred to as “the Contract”.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the Contractor has not repaid the pre-financing on request or that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the Contract.

We note that the guarantee will be released in accordance with Article II.4.1 of the General Conditions of the Framework Contract [and in any case at the latest on (at the expiry of 18 months after the implementation period of the Contract)]⁸¹.

The law applicable to this guarantee shall be that of the Contract. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Finland.

The guarantee will enter into force and take effect on receipt of the pre-financing payment in the account designated by the Contractor to receive payments.

Name: Position:
Signature⁸²: Date: <Date>

⁸¹ This mention can be inserted only where the law applicable to the guarantee imposes a precise expiry date
⁸² The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

5.4.5 Model Performance Guarantee



PERFORMANCE GUARANTEE

<To be completed on paper bearing the letterhead of the financial institution >

[Place/Date]

European Chemicals Agency
Annankatu 18
00-120 Helsinki
Finland

Contract performance guarantee No ECHA/2009/39

Lot [...]

We hereby confirm that we give the European Chemicals Agency an unconditional and irrevocable joint and several guarantee for an unlimited period to the value of EUR [...]

(in words: ... euro)

for performance of the Contract concluded between the European Chemicals Agency and

[Firm/Name/Address – as given in the Contract (No/exact title – hereinafter “the Contract”)] (hereinafter “the Contractor”).

If the European Chemicals Agency gives notice that the Contractor has for any reason failed to fulfil his obligations under the Contract by the due date, the Bank, acting on behalf of the Contractor, undertakes to pay up to the above amount into a bank account designated by the European Chemicals Agency immediately on receipt of a first written request from the European Chemicals Agency (sent by registered post, with acknowledgement of receipt).

The Bank waives the right to require exhaustion of remedies against the principal, any right to withhold performance, any right of retention, any right of avoidance, any right to offset, and the right to assert any other claims which the Contractor may have against the European Chemicals Agency under the Contract or in connection with it or on any other grounds.

The Bank may be released from this guarantee only with the European Chemicals Agency’s written consent and does not have the right of deposit without its consent.

The Bank’s obligations under this guarantee are not affected by any arrangements or agreements made by the European Chemicals Agency with the Contractor which may concern his obligations under the Contract.

This guarantee shall take immediate effect. It shall expire on return of this document, which must occur within 12 months after the final payment under the Contract has been made.

This guarantee is governed by the law applicable to the Contract.

The courts having jurisdiction for matters relating to the Contract shall have sole jurisdiction in respect of matters relating to this guarantee.

[Place/Date]

[Signature/Function]

[Signature/Function]