

Helsinki, 20/12/2011  
D(2011)

## **CLARIFICATIONS 5**

### **Open call for tender ECHA/2011/103: Provision of IT services for the IT Applications of the European Chemicals Agency (ECHA)**

#### **Question 5.1**

Are tenderers allowed to use and submit a same CV under more than one lot in the present call for tender?

#### **Answer**

*There is no part of the Tender requiring any CV. The description of the profiles listed in section 4.3 is provided for the purpose of the implementation of the specific contracts under this framework contract.*

#### **Question 5.2**

**[Selection Criteria: Technical and professional]** Can you specify what is referred to as "software product"? Is it an application, or does it have to be a product that is sold through a license?

#### **Answer**

*Under Section 3.2.1 paragraphs 2.1.2, 2.2.2, 2.3.2 and under Section 5.8, a "software product" is any software developed or enhanced as part of the project (e.g. software application, modules of a software application). For the purpose of the tender, it is not relevant whether the software product that is sold through a license or not.*

#### **Question 5.3**

Can we get technical specification of the different applications (REACH-IT, IUCLID, RIPE, CHESAR, ODYSSEY, DISSEMINATION, eCHEMPORTAL) with which tools those applications are developed?.

#### **Answer**

*The technical specifications of the applications REACH-IT, IUCLID, RIPE, CHESAR, ODYSSEY, DISSEMINATION, eCHEMPORTAL are not required for the purpose of preparing the Tender and as such they are not provided to the Tenderers. The Documentation will become available to the Contractor when required during the implementation of the specific contracts under the Framework Contracts of the different lots.*

#### **Question 5.4**

Is it possible to get information of the companies which are taking care of the maintenance and development today?

#### **Answer**

*Information of the companies which are currently taking care of the maintenance and development of the relevant applications is not required for the purpose of preparing the Tender, whereby the names are not provided at this stage to the Tenderers.*

#### **Question 5.4**

Under "4.3 Profiles" you describe 14 different profiles followed by the minimum requirements for each profile, and under "3.2.1 Selection criteria" you refer to a minimum average of 180 (Lot1), 120 (Lot 2), 50 (Lot 3) staff members corresponding to the profiles listed under 4.3.

For absolute clarity, please advise if there is a requirement in any Lot to provide any CVs covering the listed profiles.

#### **Answer**

See Clarification 5.1 above

#### **Question 5.5**

Regarding the location of personnel. Can the tasks be performed by people who are further away than +/- 2 hours from the Agency if they perform their tasks during the normal working hours of the Agency in Helsinki?

#### **Answer**

*The place of performance of the tasks will be agreed at specific contract level as stated in section 1.11, page 20 of Tender Specifications. Time difference mentioned in section 1.16 refers to alignment of working hours between the ECHA and the place of performance, not to the geographical location.*

*In this respect, please note that in Clarification 3.1b where it says "Both the location of the Contractors team (point a) and the need for specific profiles of the project team to be within **Finland time zone** +/-2hours (point b) will be decided by the Agency at the level of specific contract based on the nature of the related work", it shall be read as "Both the location of the Contractors team (point a) and the need for specific profiles of the project team to be within **ECHA working hours** +/-2hours (point b) will be decided by the Agency at the level of specific contract based on the nature of the related work".*

#### **Question 5.6**

If the Frame agreement is done with a service provider which is located in one EU country, is it possible that a specific contract, off-site services, is performed by a team located in another country?; In another EU country?

#### **Answer**

*The place of performance of the tasks will be agreed at the specific contract level as stated in section 1.11, page 20, of Tender Specifications.*

*As for the localization of the Contractor's premises with regard to the execution of the tasks, in principle, there are no limitations. We make, however, reference to a provision in section 1.12, page 21, of the Tender Specifications concerning sub-contracting, according to which:*

*"Subcontracting to companies established in ineligible countries, i.e. economic operators who are not eligible to directly submit offers (see section 1.9), is limited to 20% of the framework contract value. The same principle applies to each specific contract."*

#### **Question 5.7**

If the Frame agreement is done with a service provider in one country, can the provider select the place where the specific work (under a specific contract or order) is done?

**Answer**

*The place of performance of the tasks will be agreed at specific contract level as stated in section 1.11, page 20 of Tender Specifications. For off-site work, the contractor is responsible for deciding the place of performance considering the obligations set out in sections 1.11 and 1.16 of the Specifications. We also make reference here to Clarification 3.1*

**Question 5.8**

In Chapter 4.3 Experience is demanded in 4.3.5 and 4.3.8. "falling into the following range...". The list of tools is long. Are all mentioned tools mandatory for one person?

**Answer**

*Experience in all tools mentioned in 4.3.5 or 4.3.8 is not necessary for each candidate presented under a given profile in response to a service request. The Contractor must, however, be able to make available to the Agency personnel whose experience collectively cover all the referred range of tools. When launching a service request the Agency will define per profile the tools, within the range of 4.3.5 and 4.3.8, in which experience is mandatory for the implementation of the specific contract.*

**Question 5.9**

If the Frame agreement is signed, does the service provider have the possibility to decline a specific contract proposed by the Agency?

**Answer**

*Entering the Framework Contract does not impose any legal obligation for the Contractor to enter into specific contracts. Only implementation of the Framework Contract through order forms and specific contracts is binding on the Agency and the Contractor who shall provide the services in accordance with all terms and conditions of the Contract.*

*It is the very purpose of providing the draft Framework Contract and model specific contracts as part of the tender documents to give potential tenderers full knowledge of the terms and conditions applicable to the future contract. On this basis companies should decide whether they are interested or not to prepare and submit an offer for the contract, and in case of award to implement the contract. In this respect, the Invitation to Tender of ECHA specifies (paragraph 7) that submission of a tender implies acceptance of all the terms and conditions set in the tender documents including the draft contract.*

*Please note finally, that the Agency intends to benefit from the expertise of the service provider and make extensive use of the services to be provided under the Framework Contract. In this regard, the Steering Group foreseen in section 4.2.6.1, page 50 of Tender Specifications, will be the context for preliminary discussions on the content of the tasks to be performed prior to request for services by the Agency aimed at signing Specific Contracts.*

**Question 5.10**

If the service provider declines a specific contract, is that considered a breach of the Frame agreement and terminate the Frame agreement?

**Answer**

*See 5.9. We also make reference here to Article I.20 of the special conditions of the draft Framework Contract.*

**ECHA**

