

**ECHA/2011/183**  
**Framework Service Contract**  
**Provision of design, pre-press and printing services**

**Open procurement procedure**  
**Contract notice: OJEU 2011/S 252-410622**

**Technical specifications**

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# 1. TECHNICAL SPECIFICATIONS

## 1.1. BACKGROUND

The European Chemicals Agency (ECHA) is working for the safe use of chemicals across Europe. It ensures the consistent implementation of the new EU chemicals regulation (REACH) and classification and labelling regulation (CLP) and provides the best possible advice on chemicals to EU institutions and Member States. It also publishes information on chemicals and assists industry in complying with the legislation.

The Agency was established in 2007 and it is located in Helsinki, Finland. Further information on ECHA and its work can be found on our website: <http://echa.europa.eu>.

ECHA publishes 9 series of external publications targeted to different specific or large audience groups (Annex 4.1.1. Nomenclature of ECHA external publications). All these publications are published online on ECHA website; some of them are printed immediately after publication or on the occasion of certain events. Beside the external publications, ECHA prepares a range of internal documents (manuals, guidelines etc.) for the use of its staff. These documents are mostly published on the Agency's intranet, however, on certain occasions, they might be printed as well.

Beside the internal and external publications, ECHA prints a range of communication products for different events it organises alone or in partnership with other EU institutions and bodies, industry associations etc. Among these products but not limited to there are posters, banners, post-its, rollups. In some cases ECHA prepares also conference materials such as event programmes, flyers, invitations, badges, conference folders etc.

ECHA has recently updated its visual identity, and the new one is currently implemented throughout the Agency, in its printed and online, external and internal products.

The purpose of the present contract is to purchase design and printing services for ECHA external and internal publications as well as for any other additional promotional and information material that the Agency creates. Most of ECHA products are published online, therefore the Tenderer should prove having skills and knowledge in the IT field, and in the design and production requirements for online publishing.

The procurement procedure will lead to the conclusion of a single framework contract with one contractor.

ECHA currently implements its new visual identity, and some of the design and printing services will support this process. All services will be carried out according to Annex 4.1.2. Visual Identity Manual.

## **1.2. RESOURCES**

The Tenderer shall ensure the existence and availability of qualified and sufficient human and technical resources to fulfil the required tasks.

### **1.2.1. Human resources**

All staff members of the Tenderer, assigned to the project, shall have a level of English of at least C1 (according to the *Common European Framework of Reference for Languages: Learning, Teaching, Assessment – CEFR*). The language of the execution of the contract is English.

The Tenderer shall assign a project manager for ECHA contract, who shouldn't be involved in the design or production team. The role of the project manager is to receive the orders from ECHA, to assign the work to the appropriate teams, and to ensure the quality of the deliverables as well as to observe the deadlines and to follow up the entire execution of each order. The project manager should be an experienced account manager, with at least 5 years experience in the relevant field, and at least 3 similar accounts executed in his/her portfolio.

For the execution of the design services according to this contract, the Tenderer shall assign a team of at least 3 graphic designers; at least one in the team shall be a senior graphic designer (more than 5 years experience in the relevant field). The other two members may be junior graphic designers (at least 3 years experience in the relevant field).

For the execution of the printing services, the Tenderer shall assign an appropriate number of technical staff with experience in the relevant field.

The Tenderer shall ensure a backup in case of long-term unavailability of the project manager or of any of the designers or of the members of the technical staff. In case of replacement of a staff member, the replacement must be equivalent to the staff member initially assigned to the project, in terms of experience and qualifications.

### **1.2.2. Technical resources**

At the moment of entering into force of the present Framework Contract (see below 2.2), the Tenderer should possess the necessary technical equipment (software, printing etc.) to execute the tasks. The software should be compatible with ECHA current software packages (Microsoft Office 2003, Adobe Creative Suite CS3, iWork), so that no errors, delays etc. occur due to technical incompatibilities. The Tenderer should have in place the necessary tools and procedures, so that the deliveries can take place according to the specifications and via the channels specified below (see 1.4 below).

The execution of the contract requires the capacity to design and print texts in several European languages. The Tenderer shall ensure the ability to use typefaces (including any special characters) for alphabets used by languages including Greek, German, French, Bulgarian, and Croatian. At the moment of entering into force of the present Framework Contract, the Tenderer should have available the special fonts recommended in ECHA Visual Identity Manual (Apex sans, Chronicle text).

## 1.3. TASKS

### 1.3.1. General requirements

ECHA external publications are presented and described in Annex 4.1.1. Nomenclature of ECHA external publications. The actual publications can be seen on our website: <http://echa.europa.eu>. A particularity of many ECHA external publications is that they are updates rather than new publications.

Many of ECHA external publications are created and written in Microsoft Word; therefore most of the templates and layouts would be required in this application. However, the Tenderer(s) should be able to deliver the templates and layouts in any other required format (indd, pdf etc.). Once the drafting processes concluded, all external publications go on the website in pdf format. Some of them are printed immediately; others are printed and/or reprinted on later occasions. The print-runs are usually between 300 and 1000 copies; usually several language versions are printed at once. Some of the products can be printed on an ad-hoc basis in a limited print-run (1-10 copies). The versions of the document published online should be of high quality, the PDF should include links, bookmarks etc, so that the stakeholders and other target groups can enjoy a high quality product. The PDF should be prepared in such a way that they can open properly and in clean versions on tablets, smart phones and equivalent.

On the occasion of some events, campaigns or other internal and external activities, ECHA creates and publishes different online and offline products such as but not limited to: posters, banners, post-its, compliments cards, (online/paper-based) greeting cards, calendars, conference folders etc. These products usually have a special design (combining ECHA visual identity with the specific elements linked to the event), and are printed in a limited number of copies.

For both internal and external use, ECHA produces ad-hoc materials, which could be atypical as regards the design, the production method etc.

Most of ECHA external publications are published into 22 (soon 23) languages (Bulgarian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovakian, Slovenian, Spanish and Swedish; soon Croatian). All translated versions should be visually similar to the original document in English. However, during the translation process the layout is in some cases affected. One of the objectives of this contract is to support the achievement of a format standardisation among all language versions, so that both the printed versions and the PDF published on the website are equally legible and professionally looking in all language versions.

ECHA is currently updating the visual identity of its publications and communications materials. An objective of this contract is to ensure the necessary help for creating new templates and layouts according to the visual identity manual, but also to transfer the existing documents into the new visual identity. On this occasion proper templates shall be created for the existing documents; in case of several types of publications, an extensive consultation procedure is carried out, and many authors are involved, therefore the layout of the document contains several styles and layers of styles. The update of the visual identity should be the opportunity to clean these documents, transfer the most recent content to the new template and assign styles that can be complied with in future processes of content update.

For the execution of this contract, ECHA expects to have a project manager on the Tenderer's side (see 1.2.1 above). The project manager should be the contact person taking responsibility for receiving the orders and delivering the work. The project manager is also expected to keep ECHA informed about the status of the orders, the statuses of the works etc. ECHA will assign on its side a project manager who expects to have a regular contact with the counterparts. The communication between the Tenderer and the Agency will take place mainly by email. However, the Tenderer shall be ready and prepared to have regular and ad-hoc videoconference or web streamed meetings with the Agency to discuss the intermediary deliverables. Scheduled phone discussions can also be used during the review cycle.

The language of communication between the Agency and the Tenderer will be English.

ECHA will proofread and approve all tasks before the final version is issued and delivered. In most cases, the versions for proofing can be sent electronically, the final deliverables being delivered in appropriate formats via ftp or any other online protocol. However, for printing jobs ECHA is entitled to request a printed sample of specific products that should reach its premises in time, so that the final deadline for the

task can be complied with. The costs for the sample(s), including the transportation and delivery costs will be supported by the Tenderer.

The default review cycle is 10 working days for the Agency to assess and then accept or comment on the deliverables + 5 working days for the Tenderer to review the proposal according to the comments. The Agency will accept the deliverable only when all changes have been implemented as requested. In any other situation the Agency may reject the deliverable or request another review cycle. The Agency is entitled to a maximum of 2 review cycles.

The Agency will always submit the comments and the request for changes in writing, attaching scans of the Tenderer's proposals with correction directly inserted there, if applicable. The Tenderer shall each time acknowledge the receipt of the written instructions for changes.

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

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

The execution of this contract requires the capacity to manage several service orders simultaneously and to ensure coordination between all parties involved. The Tenderer(s) shall prove they have the required and necessary control and management systems in place to ensure the quality control in the relevant production phases of the processes and the quality check of the final product as well as the proper follow up and coordination of the pre-production, production and post-production phases.

### **1.3.2. Detailed tasks**

#### **GRAPHIC DESIGN**

The typical tasks of graphic design that will be required for the execution of the present contract will fall under the following categories:

##### **Creative advice and consulting**

For the execution of all orders under the present Framework Contract, the Tenderer shall offer advice and creative solutions on the development and implementation of graphic concepts according to ECHA corporate identity, in line with ECHA visual identity. The Tenderer shall observe the coherence and consistency of ECHA products, and by means of implementing the requested tasks, it shall contribute to creating an individual and creative style to ECHA products, easy to be identified and recognised as such.

##### **Development and implementation of visuals**

The Tenderer shall support ECHA in the development and production of visuals for all its online and offline communication products, in line with the Visual Identity Manual. The range of services includes without being limited to: drawing of illustrations, cartoons, figures, charts, tables, online banners, symbols, icons and additional logos for ECHA services and applications, other digital art products etc.

The Tenderer is expected to offer technical support to ECHA in any issue related to its visual files, either for creating new ones or for converting different formats, preparing the files for different publishing purposes etc.

##### **Further development of ECHA image bank**

As part of its Corporate Identity image bank, ECHA purchases on a regular basis packages of symbols from online databases. The Tenderer is expected to crop each symbol from the package and to save it separately in individual files, so that all of them can be ready to use in different publications, presentations etc, in low and high resolution. The Tenderer is expected to use these symbols in a creative way in all ECHA products and to establish the Guidelines for use of these symbols, so that they are used in a coherent and consistent way (see section 1.4 below).

##### **Creating templates**

The Tenderer is expected to create new templates according to the guidelines in the visual identity manual and/or to the templates already included in the manual.

#### Creating layouts

The Tenderer is expected to support ECHA in the development and production of the layouts of all its communications outputs, demonstrating a strong sense of creativity in line with the agreed corporate and visual identity, for example the layouts for ECHA newsletters (internal and external). The Tenderer will also be expected to create layouts for complex ECHA publications such as the IT Manuals, which contain a large number of screenshots.

#### Language versions

The Tenderer is expected to support ECHA in ensuring the quality and consistency of the layout with respect to the original version when documents are produced in multiple languages or when documents have been corrected. When the translated versions of a document become available, the Tenderer is expected to check their layout and design against the one of the original document, and to make all the necessary changes and adjustments, so that documents are visually consistent across language versions.

#### Updates according to the new visual identity

ECHA is currently updating its publications and materials according to the new visual identity. The Tenderer is expected to support ECHA in this process by transferring current content to new templates and layouts. The length of documents can vary between 1 page (letter template) to 200 pages (guidance document).

The Tenderer is expected to keep the content it needs to transfer and not to affect or change it in any way during the update process. The Tenderer is liable for any intentional or unintentional change of the content; if ECHA notices any such change, it may require the Tenderer to re-do the entire transferring project without any additional cost to be claimed from ECHA.

#### **PRE-PRESS**

The typical tasks of pre-press that will be required for the execution of the present contract will fall under the following categories:

##### Technical advice

The Tenderer is expected to give advice on the best technical solution to produce the best output (specific formats, method of production, printing techniques, weight of paper etc.) as regards the printing of a designed product, especially as regards the promotional and information documents. The Tenderer is expected to follow the guidelines of the Visual Identity Manual and to aim for coherence and consistency of ECHA products.

##### Pre-press work

The Tenderer is expected to create ready-to-print files from the files delivered by ECHA in different formats. The pre-press work shall include the transfer of files into a professional format, the necessary adjustments to the visual elements in the documents, including the covers, additional images etc., and any other process necessary to create a file ready to be sent for print.

The pre-press work can be required also for documents to be published online (PDF format). The Tenderer can be asked to prepare a PDF document with active links, bookmarks etc. ready to be published on the website or to prepare interactive web-based electronic publications, e-books etc.

#### AD-HOC SERVICES

The Tenderer may be asked to perform ad-hoc tasks related to design and pre-press services, such as designing products in non-standard formats, designing products for social media channels, designing special symbols or drawing to illustrate atypical ECHA products etc.

#### **PRINTING**

The typical tasks of graphic design that will be required for the execution of the present contract will fall under the following categories:

The Tenderer is expected to produce printed material in different formats (standard and non-standard paper formats), on paper and other printable material (cardboard, sticker, etc.), on request, including reprinting of existing material.

The Tenderer shall be able to provide and execute bidding with the most appropriate technical solution (stapled, glued, etc.), which will be agreed on a case-by-case basis.

The Tenderer is expected to be able to print in small print runs and on short deadlines.

#### Complementary products

The Tenderer is expected to develop, produce or purchase, and deliver complementary products related to the produced communication material, including: supports/stands for communication material (e.g. customised displayers for publications, supporting systems for rollups, framing and other metallic structures for posters and banners, holding systems and mechanisms for prints etc.), specific packaging for safe delivery of the requested material (e.g. tubes for posters, special boxes for CDs/DVDs etc.) etc.

#### **AD-HOC SERVICES**

The Tenderer may be asked to perform ad-hoc tasks such as printing in non-standard format, on special types of paper etc.



## 1.4. DELIVERABLES

The Tenderers shall execute the design and pre-press services and the printing services, respectively, according to the requests included in each order form (Annex 4.2.2. Order Form Template) under the current Framework Contract. The deliverable shall be delivered to ECHA via the channels and in the formats agreed in the respective orders.

The deliverables of this contract will fall under the following categories:

- Creative works, designs, layouts, templates etc. All these elements shall become the property of the Agency that will be able to use them (print, web) without additional costs. They are delivered on appropriate electronic data storage devices (CD-ROM, DVD, UBS key etc) and also by email. The deliverables shall be delivered in appropriate formats (word, PDF, indd, jpeg etc. as stated in the respective order).
- Between 6 and 9 months after the signature of the contract (see 2.2 below), the Tenderer shall deliver the Guidelines on the use of visual identity symbols and visuals. A first draft of the document will be sent via email, the Agency retaining the right to send comments on the document. Then the Tenderer will prepare the final version and will deliver it on an USB key via regular mail to the Agency. The document should be in word and PDF.
- Paper-based publications and other communications materials. The deliverables shall be properly packed and protected against all damage. The Tenderer is responsible for any damage that may occur to the deliverables during the transportation, and in case of major damage it can be asked to re-do the tasks on its own expenses. The boxes shall clearly indicate the content, including the title of the publication, the language, the number of copies and any other required information. The Tenderer ensures the delivery of printed materials to ECHA premises (Annankatu 18, 00120 Helsinki, Finland). ECHA might request the delivery of printed materials in other extra-muros locations in one, several or all European Union Member States, or other countries.

## **2. THE CONTRACT**

### **2.1. THE NATURE OF THE CONTRACT**

This call for Tenders is launched by the European Chemicals Agency (ECHA) for the award of a single framework contract with one contractor. The European Chemicals Agency publishes and prints publications and other promotional and information materials as part of its communications activities targeted to external audiences and internal staff members.

It should be stressed that the Framework Contract 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 (Annex 4.2.2. Order Form Template) 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 order.

### **2.2. STARTING DATE AND DURATION OF THE CONTRACT**

The contract shall enter into force on the date on which it is signed by the last contracting party. It is expected to be signed in the second quarter of 2012.

The execution of the tasks may not start before the contract has been signed. Signature of the contract imposes no obligation on the Agency to purchase. Only the signature of order forms will be binding on the Agency.

The orders for services will be placed by one or more orders to be signed under the Framework Contract. The execution of the tasks - by means of these individual orders - may not start before both the Framework Contract and the subsequent orders have been signed. The Framework Contract will be signed for 12 months. The Contract is foreseen to be automatically renewed up to 3 times, each time for a period of 12 months under the same conditions, unless written notification is sent by one of the contracting parties to the other before the end of the period originally stated in the Framework Contract. Orders under the Framework Contract must be signed before the Framework Contract's expiry date, but they can be executed up to a maximum of 6 months after this date.

The estimated value of the Framework Contract is between EUR 300 000 and EUR 400 000 for 4 years.

### **2.3. PLACE OF PERFORMANCE**

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

### **2.4. TERMS OF PAYMENT**

Payments shall be made in accordance with Articles I.5, I.6, II.4 and II.5 of the model Framework service contract (see section 4.2).

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

### **2.5. LIABILITY**

#### **2.5.1. Joint Offers**

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

Statements saying, for instance:

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

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

#### 2.5.2. Subcontracting

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

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

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

Tenderers must inform the subcontractor(s) and include in their sub-contracting documents that Article II.17 of the contract may be applied to sub-contractors.

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

## **2.6. DATA PROTECTION**

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

## **2.7. CONFIDENTIALITY AND DISCRETION**

Save where prior written authorisation has been obtained from ECHA, the Contractor shall be required not to disclose to any unauthorised person any facts, information, knowledge, documents or other matters which ECHA may have communicated to him as confidential. The Contractor shall continue to be bound by this undertaking after the completion of the tasks. This obligation shall continue to apply in respect of each such item of information until it has been lawfully disclosed.

The Contractor shall require any agents, employees, partners and subcontractors he may have to maintain confidentiality.

The Contractor undertakes, in respect of himself and his staff, not to make use of, for purposes other than performance of the contract, and not to disclose to third parties any facts, information, knowledge, documents or other matters communicated to him or brought to his attention in connection with the performance of the contract, or any results arising from his services. These obligations shall continue to apply following the completion of this contract.

## **2.8. IMPLEMENTATION OF THE CONTRACT**

The contract will be implemented by means of individual order forms. The Agency will submit a request for offer containing the technical specifications for each project, the delivery date, including any relevant documents or materials, and any other information that could help the contractor to make an offer. Based on this offer, the Agency will submit an order to the Contractor, and once this order is signed by both parties, then the project can be performed.

## 3. THE PROCUREMENT PROCEDURE

### 3.1. PREPARATION OF THE TENDER

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<sup>1</sup>, 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 Tenderer may be excluded from the procedure for the award of the contract.

Since Tenders 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.

#### 3.1.1. Section One: Administrative proposal

##### 3.1.1.1. Eligibility documentation

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

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

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

The **Legal Entity Form** (see 4.3.1.1) also available at: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)) is to be signed by a representative of the Tenderer authorised to sign contracts with third parties.

The **Financial Identification Form** (see 4.3.1.1) also available at: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)) shall be duly filled in and signed by an authorised representative of the Tenderer and his or her banker.

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

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

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

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

In case of a *joint offer*, only the co-ordinator must return the financial identification form. 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 a Tenderer submitting a joint offer who has already set up a consortium or similar entity for conducting the project in case a contract will be awarded, the Tenderer should mention this fact in the Tender, together with any other relevant information in this connection.

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

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

In case of Tenderers submitting a joint offer, the Tenderers are asked to fill in and duly sign one of the attached **powers of attorney** (see Annex 4.3.1.3), depending on the set up that has been chosen by the Tenderers.

If the Tenderer envisages *subcontracting*, the Tenderer must include:

- a **document** (to be provided in free format) clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent** (see Annex 4.3.1.2) by each proposed subcontractor stating its intention to collaborate with the Tenderer if the Tenderer wins the contract and their willingness to accept the tasks and the terms and conditions set out above, in particular article II.17 of the draft service contract.

### **3.1.1.2. Exclusion criteria documentation**

Tenderers or their representatives shall provide a **declaration on their honour** (see Annex 4.3.2.), 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.

### **3.1.1.3. Selection criteria documentation**

General

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

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

**Selection criterion 1 - economic and financial capacity of the service provider(s)**

Evidence: Proof of economic and financial capacity must be provided by filling in the table in Annex 4.3.3.1.

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.

**Selection criterion 2 - technical and professional capacity of the service provider(s)**

*2.1. The Tenderer should have accomplished at least 3 similar contracts over the past 5 years as regards the type of contract (contract for similar or equivalent services), value of the contract, tasks and services to be performed - Annex 4.3.3.2. Project Reference Form*

Evidence: List of previous contracts in the relevant field for each LOT, with detailed description of tasks, value of the contract, customers and services performed. For describing each previous project relevant for this Tender, it is mandatory to use the Project Reference Form - Annex 4.3.3.2.

*2.2. Identification of the team members, their experience in the relevant field and the measures they will take to ensure the quality control and the efficient achievement of deliverables - as described in section 1.2.1 - Annex 4.3.3.3 European curriculum vitae format*

Evidence: Detailed description of the team members involved in the execution of the contract, their roles and their relevant experience in the field of the contract. Please take into consideration the minimum requirements explained in section 1.2.1. The Tenderer can use the European Curriculum Vitae format - Annex 4.3.3.3 to explain the background and the professional experience of the team members.

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.

### 3.1.2. Section Two: Technical proposal

The Tenderers are requested to submit a maximum 5 pages long document called "technical proposal" where they should address the award criteria 1, 2 and 3. The technical proposal should address all matters laid down in the technical specifications as described in section 1. 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 Tenderers, it is not possible to modify offers after their submission in relation to the technical and financial proposals. As a consequence, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Please note also, that proposals deviating from the technical specifications may be rejected for non-conformity.

The technical specifications and the Tender of the successful Tenderer shall become integral parts of the contract and will constitute annexes to the contract.

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

### 3.1.3. Section Three: Financial proposal

Tenderers must use the Financial Form in Annex 4.3.4.1. to formulate their financial proposal. The financial form refers to a simulation. The prices included in the simulation shall include all necessary man-hours, technical equipment, other supplies etc. to perform the requested tasks.

**The Tenderers are requested to fill in the Reference Price List in Annex 4.3.4.3. and Annex 4.3.4.4, respectively for each category of services. Only the items listed in this Reference Price List (with the corresponding unit prices) shall be quoted in future orders and will be eligible for the payment of future invoices. The unit prices shall include all the necessary man-hours, technical equipment, other supplies etc to perform the future tasks under the Framework Contract.** The Tenderers are allowed to add more items to the list if they consider them relevant for the future implementation of the contract.

The unit prices in the Financial Form in Annex 4.3.4.1 shall correspond to the Reference Price List in Annex 4.3.4.2. and Annex 4.3.4.3, respectively for each category of services. If this is not the case, the offer will be automatically excluded.

The Tenderers attention is drawn to the following points:

- prices must be expressed in euros;
- prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJEC L 152 of 13 July 1967). Exemption is granted to the Agency by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the Tenderers responsibility to contact his national authorities to clarify the way in which the European 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 12 months of the Contract and also for the first possible renewal period of additional 12 months.

In case of second renewal of this Contract in accordance with Article I.2.5 for an additional period of 12 months, the applicable price tables of the Contract may be revised upwards or downwards. This revision will be made only if one of the contracting parties requests it by registered mail received by the other party not later than three months before the second anniversary of the date on which the contract 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 (Monetary Union Index of Consumer Prices) published for the first time by the Publications Office of the European Union in the Eurostat monthly 'Data in Focus' publication at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

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

where:

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

- The reference price for the award of the contract shall consist of the amount in payment of the tasks executed, as stated in Article I.3.1 of the contract. In any case, this amount constitutes the maximum amount payable for the services performed.

Bids involving more than one service provider must specify the amounts for each provider.

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.

#### **3.1.4. Form of the Tender**

The Tender must be submitted under double sealed cover.

The outer envelope should bear the address as mentioned below.

The inner envelope should be addressed to the Financial Unit R1 and marked "*Invitation to Tender No ECHA/2011/183*" 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).

## **3.2. SUBMISSION OF THE TENDER**

### **3.2.1. General terms and conditions for submission**

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

Submission of a Tender binds the Tenderer to whom the contract is awarded during performance of the contract.

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

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

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

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

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

The Tendering procedure shall not involve the Agency in any obligation to award the contract.

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

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

### **3.2.2. Opening of the Tenders**

A representative of each Tenderer may attend the opening of the bids. Tenderers wishing to attend are requested to notify their intention by sending an e-mail at least 2 working days in advance to the following e-mail address: [opencalls@echa.europa.eu](mailto:opencalls@echa.europa.eu)

This notification must be signed by an authorised representative of the Tenderer and specify the name of the person who will attend the opening of the bids on the Tenderer's behalf.

### **3.2.3. 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:

- to check, in the first stage (exclusion criteria), whether Tenderers can take part in the Tendering procedure and, where applicable, be awarded the contract;
- 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;
- to evaluate on the basis of the award criteria the technical and financial Tenders and establish a ranking list, by order of merit, of all Tenderers having passed the exclusion and selection stages, as well as the quality thresholds set for the evaluation of the award criteria.

### Stage 1 – application of exclusion criteria

In accordance with Articles 93 and 94 of the Financial Regulation, Tenderers shall be excluded from the selection and award procedures if they do not satisfy criteria a) to f) specified in the exclusion criteria form (see section 4.3.2).

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

### Stage 2 - application of selection criteria

These criteria will be assessed on the basis of the documents indicated (see section 4.3.3).

<b><u>SELECTION CRITERIA</u></b>
<b>1. FINANCIAL AND ECONOMIC CAPACITY</b>
Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract, the average annual turnover of the Tenderer must be minimum EUR 100 000 over past three years - Annex 4.3.3.1. Financial and Economic Capacity Overview
<b>2. TECHNICAL AND PROFESSIONAL CAPACITY</b>
2.1. The Tenderer should have accomplished at least 3 similar contracts over the past 5 years as regards the type of contract (contract for similar or equivalent services), value of the contract, tasks and services to be performed - Annex 4.3.3.2. Project Reference Form
2.2. Identification of the team members, their experience in the relevant field and the measures they will take to ensure the quality control and the efficient achievement of deliverables - as described in section 1.2.1 - Annex 4.3.3.3 European curriculum vitae format

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

### Stage 3 - application of award criteria

The contract will be awarded to the most cost-effective Tender. The following award criteria will be applied. Please refer to section 3.1.2 *Section Two: Technical proposal* and to section 1 *Technical specifications* above in order to answer these criteria. The Tenderers may use the Europass CV Form in Annex 4.3.3.3. to answer AW 3 below.

No	Qualitative award criteria	Weighting (maximum points)
AW 1	Understanding of the objectives of the current contract, of its scope and the particularities of the tasks envisaged; approach to accomplishing these objectives; working methods and processes to execute the orders under this contract properly, timely and according to the expectations - according to section 3.2.4.1	40
AW 2	Understanding of ECHA visual identity and capacity to work with ECHA templates and visual elements, while complying with the rules and guidelines in the manual; creativity in using the visual identity, quality of the design and printed work delivered - according to section 3.2.4.2	30
AW 3	Time tables for execution of the work, customer services, flexibility and the ability to provide immediate services - according to section 3.2.4.3	20
AW 4	Readability, coherence and clarity of the offer submitted - according to section 3.2.4.4	10
<i>Total number of points</i>		100

**Tenders scoring less than 60 % 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.**

The contract will be awarded to the Tenderer which is the most cost-effective (offers the best value for money) on the basis of the ratio between the total points scored and the price.

Final Evaluation	
	$1000 \times (\text{Quality Points} / \text{Price})$

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

### **3.2.4. Basis for assessment of award criteria**

#### **3.2.4.1 Understanding of the contract objectives**

The services described at section 1.3 are the minimum required for the execution of this contract. The information provided in section 1 - Technical specifications gives an overview of the context for establishing this contract and of its objectives. The Tenderer is expected to explain its

understanding of this objectives and how it will approach the execution of the orders under the current contract, so that the services are provided in time and according to the requirements. The Tenderer is expected to include this description in the Technical proposal - section 3.1.2.

#### **3.2.4.2 Understanding of ECHA visual identity and its use**

As explained in section 1 - Technical specifications, the implementation of the new visual identity will represent a significant part in the execution of the services requested under the contract. The Tenderer is expected to understand the role of the visual identity as well as the Manual that includes it - Annex 4.1.2. The Tenderer is expected to explain in the Technical proposal - section 3.1.2 - the measures taken to comply with the rules and guidelines.

**In addition** to this explanation, the Tenderer is expected to use ECHA Global Word Template (included in Annex 4.1.2) to create the templates for the Agenda and the Report of an event. The Tenderer may use the "lorem ipsum" text for the content. The Agenda should be maximum 2 pages long and the Report should be maximum 4 pages long. The two documents shall be submitted in word and .pdf formats on a CD-ROM as well as printed in 4 colours, 1 copy each. The CD-ROM and the printed copies shall be included in the same envelope, box etc as the rest of the Tender documents, however they should be separately identified with the label "award criterion 2". In executing this job, the Tender must observe the visual identity manual, while proving its creativity and capacity to use and develop the visual identity beyond this manual, according to other needs that ECHA might have.

#### **3.2.4.3 Timetables and customer service**

The services shall be delivered within the normal delivery times acceptable in the design and printing field. The Tenderer shall include in its Technical proposal the average estimated times for delivering the main tasks as described in section 1. The Tenderer shall also explain the measures and the process it is able to establish, so that the communication flow between ECHA and the project teams is not interrupted, ad-hoc requests are addressed and possible short notice tasks or small print-runs are fulfilled.

#### **3.2.4.4 Readability, coherence and clarity**

The offer shall be coherent, all the necessary parts should be answered clearly and the entire offer should be well structured according to section 3.1.

#### **3.2.5. Award of the contract**

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

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

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

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

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

The Agency shall not sign the 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 notification letters to the Tenderers informing them of the award decision.

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

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

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

## **4. ANNEXES**

### **4.1. TECHNICAL DOCUMENTATION**

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

The technical documentation consists of the following documents:

Annex:

#### **4.1.1. Nomenclature of ECHA external publications**

Annex:

#### **4.1.2. ECHA Visual Identity Manual**

These documents are available at: [http://echa.europa.eu/opportunities/procurement\\_en.asp](http://echa.europa.eu/opportunities/procurement_en.asp)

## **4.2. CONTRACTUAL DOCUMENTATION**

### **4.2.1 Model Framework Contract**

is available at: [http://echa.europa.eu/opportunities/procurement\\_en.asp](http://echa.europa.eu/opportunities/procurement_en.asp)

### **4.2.2 Order Form Template**

is available at: [http://echa.europa.eu/opportunities/procurement\\_en.asp](http://echa.europa.eu/opportunities/procurement_en.asp)



## **4.3. PROCUREMENT DOCUMENTATION**

### **4.3.1. Eligibility documentation**

#### **4.3.1.1 Identification of the Tenderer**

(to be completed by the Tenderer)

These documents are available at: [http://echa.europa.eu/opportunities/procurement\\_en.asp](http://echa.europa.eu/opportunities/procurement_en.asp)

#### **4.3.1.2 Subcontractor / Letter of Intent**

This document is available at: [http://echa.europa.eu/opportunities/procurement\\_en.asp](http://echa.europa.eu/opportunities/procurement_en.asp)

### **4.3.1.3 Power of Attorney**

POWER OF ATTORNEY – MODEL 1

POWER OF ATTORNEY – MODEL 2

These documents are available at: [http://echa.europa.eu/opportunities/procurement\\_en.asp](http://echa.europa.eu/opportunities/procurement_en.asp)

#### 4.3.2. Exclusion criteria documentation

### Exclusion Criteria Form

These documents are available at: [http://echa.europa.eu/opportunities/procurement\\_en.asp](http://echa.europa.eu/opportunities/procurement_en.asp)

### **4.3.3. Selection criteria documentation**

#### **4.3.3.1. Financial and Economic Capacity Overview Form**

This document is available at: [http://echa.europa.eu/opportunities/procurement\\_en.asp](http://echa.europa.eu/opportunities/procurement_en.asp)

#### **4.3.3.2. 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.

These documents are available at: [http://echa.europa.eu/opportunities/procurement\\_en.asp](http://echa.europa.eu/opportunities/procurement_en.asp)

### 4.3.3.3. European curriculum vitae format

This document is available at: [http://echa.europa.eu/opportunities/procurement\\_en.asp](http://echa.europa.eu/opportunities/procurement_en.asp)

This document can also be downloaded at:

<http://europass.cedefop.europa.eu/europass/home/vernav/Europass+Documents/Europass+CV/navigate.action>

#### **4.3.4. Award criteria documentation**

**Annex 4.3.4.1. Financial Form**

**Annex 4.3.4.2. Reference Price List Design services**

**Annex 4.3.4.3. Reference Price List Printing services**

These documents are available at: [http://echa.europa.eu/opportunities/procurement\\_en.asp](http://echa.europa.eu/opportunities/procurement_en.asp)



### 4.3.5 Checklist of documents to be submitted

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

Description	Section	Coordinator or group leader in joint bid	All partners in joint bid	Single or Main contractor	Sub-contractor
Power of attorney of partners in joint bid indicating the group leader (see Annex 4.3.1.3)	1		■		
Letter of intent of subcontractor (see Annex 4.3.1.2)	1				■
Legal Entity Form (see Annex 4.3.1.1) Download the form from : <a href="http://ec.europa.eu/budget/execution/legal_entities_en.htm">http://ec.europa.eu/budget/execution/legal_entities_en.htm</a>	1	■	■	■	■
Supporting documents for the Legal Entity File Form	1	■	■	■	
Financial Identification form (see Annex 4.3.1.1) Download the form from: <a href="http://europa.eu.int/comm/budget/execution/ftiers_en.htm">http://europa.eu.int/comm/budget/execution/ftiers_en.htm</a>	1	■		■	
Exclusion Criteria form (see Section 3.1.1.2) and (see Annex 4.3.2)	1	■	■	■	■
Evidence of Economic and financial capacity (see Section 3.1.1.3 and Annex 4.3.3.1)	1	■	■	■	
Evidence of Technical and professional capacity (see Section 3.1.1.3 and Annex 4.3.3.3) Go to the following page to fill in the CV: <a href="http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1">http://europass.cedefop.europa.eu/europass/preview.action?locale_id=1</a>	1	■	■	■	■
Evidence of Technical and professional capacity: project reference form (see Section 3.1.1.3 and Annex 4.3.3.2)	1	■			

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

Description	Section	Coordinator or single Tenderer
Technical Proposal (see Section <a href="#">3.1.2</a> )	2	■
Financial Proposal (see Section <a href="#">3.1.3</a> )	3	■