



Call for Tenders LISA/2014/OP/03
External Support
Annex 2
Service Level Requirements

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1. INTRODUCTION

This document sets out the Service Level Requirements (SLR), whose acceptance by the tenderer is mandatory. It details the minimum services to be provided, the associated procedures and service level, the service reports as well as the applicable liquidated damages in case of non fulfilment.

The SLR will provide the basis for the Service Level Agreement (SLA) for the future contracts resulting from lots 1, 2, 3 and 4 of the present call for tenders.

2. DEFINITIONS

When used in the Framework contract with a capitalised first letter and in italics, the following terms shall have the following meaning:

“Benchmarking”:

Assessment process carried out by a qualified and objective third party which: tests, evaluates and measures the performance of the Contractor by reference to the specific *Quality indicators* defined in the *Service level agreement*, or by comparison with similar *Services* or *Products* provided by other companies; and/or analyses the evolution of the relation between the prices laid down in the Framework contract and the market prices for similar *Products* or *Services*.

“Benchmarker”:

The independent third party carrying out a *Benchmarking*.

“Commissioned Software”:

Software developed by the Contractor for the contracting authority under the Framework contract.

“Commissioning date”:

Date on which the Contractor notifies the contracting authority that a *Product*, a *System* or an *Extension* thereto has been brought into service.

“Compatibility”:

Ability of a *Product* to function in accordance with the *System* specifications or type of equipment into which it will be integrated.

“Complex hardware product”:

Any computer equipment, whether or not it contains *Software*, which requires installation by skilled staff and acceptance by both Parties. These *Products* are explicitly described in Annex I to the Framework contract.

“Delivery date”:

Date, determined in the Framework contract, on which a *Product*, a *System* or an *Extension* thereto is to be delivered to the contracting authority.

“Documentation”:

Instructions and manuals supplied 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.

“Extension”:

Set of *Products* to supplement or extend a *System*.

“Extended working hours”:

Any working hours other than *Normal working hours*.

“Extra muros”

Outside the contracting authority’s premises.

“Hardware”:

Any computer equipment purchased, rented, leased or maintained under this Framework contract.

“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.

“Internal use”

Within the contracting authority’s premises and the use by EU staff as defined by the Staff Regulations of the EU, elsewhere than in his normal office located in the contracting authority’s premises, but within the context of his official work.

“Intra muros”

Within the contracting authority’s premises.

“Normal working days”:

From Mondays to Fridays inclusive, excluding the contracting authority’s holidays only. The contracting authority’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, 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 on-duty days will be regarded as the contracting authority’s holidays.

“Normal working hours”:

From 8 a.m. to 8 p.m. on *Normal working days* at the place of performance.

The periods of service provider’s on-site presence have to be agreed by the services of the contracting authority.

“Order Forms”

Document signed by the contracting authority and the Contractor ordering *Products* or *Services* pursuant to the Framework contract. Please note that reference to Specific Contracts may be understood, where relevant, as references to Orders.

“Payment request”

Contractor’s request for a payment for the execution of any of its obligations under the Framework contract.

“Person-day”:

Eight (8) hours.

“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 this Framework contract.

“Quality indicators”:

Measurable targets serving as a reference for evaluating the quality of the *Services* to be provided by the Contractor, and determined in the present *Service level agreement*.

“Services”:

Informatics, Telecommunications Services, Consultancy and other services.

“Service level agreement”:

Document annexed to the Framework contract, which lays down:

- the quality of the *Services* to be provided by the Contractor by reference to the *Quality indicators*;
- the consequences for total or partial non-performance which will apply to the Framework contract if he fails to meet the *Quality indicators*.

“Software”:

Any series of instructions constituting a computer-executable program or programs, and being (part of) the object of the Framework contract.

“System”:

Combination of *Products* serving a complete set of functions.

3. GENERAL PROVISION

3.1. Formulation of prices

3.1.1. In general, the Contractor agrees to let the contracting authority, as a most favoured partner, benefit from its most advantageous prices.

3.1.2. Service prices shall be defined at a fixed price or by Person-day, and shall include all general expenses and expenses directly connected with the provision of the *Services* such as company management costs, social security costs, local travel and office expenses.

3.2. Particularities of invoicing

Invoices in respect of *Services* consisting in a single performance, for example the provision of a report, a project or a training measure, shall be submitted in accordance with the terms of the *Specific Contracts*.

Invoices with respect of continuous *Services* shall be submitted at the end of the calendar quarter. The first invoice shall cover the period from the start date indicated in the *Specific Contract* until the end of the current calendar quarter. When the invoice relates to an amount of less than €25,000 the invoice shall be submitted when the service has been fully provided and approved.

In exceptional cases, on the request by the contractor and subject to prior approval by the contracting authority continuous service fees may be invoiced in advance for the whole period, irrespective of the amount involved.

3.3. Performing termination

If the contracting authority terminates the Framework contract pursuant to Article II.14 of the General Conditions (of the Framework Contract) and the contracting authority 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 contracting authority 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 equipment;
- undertake to keep every information in relation to the developed *Software* confidential even after the termination of the Framework contract;

3.4. Quality and standards

- 3.4.1. The Contractor shall perform the Services and provide the Products in full knowledge and consideration of the contracting authority's computing environment. It shall perform it in accordance with technical norms, standards and procedures based on best professional practice in the informatics and/or telecommunications field, for instance the ISO 9000 standards.
- 3.4.2. The contracting authority shall supply, without delay, all the assistance, data and information that the Contractor considers necessary or useful for providing its *Products* and *Services*.
- 3.4.3. The contracting authority and the Contractor shall notify each other by a *Means of communication* of any factor likely to impair or delay the proper execution of the Framework contract.
- 3.4.4. The Contractor guarantees that Software delivered under this Framework contract, whether or not developed in execution of this Framework contract, will not fail to execute its programming instructions due to defects and workmanship when properly installed and used on the device designated by the Contractor. It shall be devoid of any deliberate mechanism which leaves it under the Contractor's control after supply to the contracting authority. It shall meet the operating requirements, specifications and characteristics specified in the Contractor's documents or laid down in the Framework contract.
- 3.4.5. The quality of the Contractor's *Products* and *Services* shall be measured by reference to the definitions, quality standards and procedures defined in the present General terms and conditions for Information Technologies Contracts, Framework contract or the Specific Contract, and by reference to the *Quality indicators* defined in the *Service level agreement*. Quality standards may be revised in line with developments on the market.
- 3.4.6. The Contractor undertakes to comply with those quality standards. Compliance with the standards shall be monitored by the contracting authority. Unless otherwise stated in the Framework contract, in accordance with article II.1 of the General Conditions, in the event of non-compliance with one or more of the standards over a sliding period of three (3) months, the Contractor shall submit an improvement plan. In the event of non-compliance with one or more of the standards for three (3) months, consecutive or not, over a sliding period of six (6) months, a *Product* whose quality has proved substandard may be withdrawn from the Framework contract, or the Contract may be terminated where the overall quality of the *Services* is substandard.

3.5. Security

- 3.5.1. Contractors working in the contracting authority premises must conform to any internal the contracting authority security rules, including the Commission's Information Systems Security Policy. If the Contractor's staff are working in the buildings of the contracting authority, the Contractor is required, at the contracting authority's request, to replace immediately and without compensation any person considered undesirable for security reasons by the contracting authority
- 3.5.2. The contractor and its staff, when performing tasks for the contracting authority in execution of this Framework contract, undertakes to comply with:
 - the decision C(2006) 3602 of 16 August 2006 of the Commission on protection of information system used by the contracting authority, its subsequent version, its implementing rules and the corresponding security notices, and

– the Commission’s decision on security annexed to the decision 2001/844/EC, CECA, Euratom of the contracting authority of 29 November 2001 amending its internal rules of procedure, as well as all its subsequent versions

- 3.5.3. The security requirements for each individual project shall be described in the Specific Contracts.
- 3.5.4. The Contractor agrees to impose the security obligations of this Article upon any of its subcontractors and their staff who perform tasks for the contracting authority in execution of this Framework contract.
- 3.5.5. The Contractor recognises that no *Products*, equipment or material whatsoever owned by the contracting authority or present at the contracting authority 's premises, may be moved or removed without the contracting authority'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*, equipment or materials are moved or removed.
- 3.5.6. Should the Contractor, during the performance of the tasks which are the subject of the Framework contract, need remote access to internal informatics resources from the external domain, he shall be requested to comply with the contracting authority’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 contracting authority.
- 3.5.7. In some cases, when required by the contracting authority’s services for security reasons, the contracting authority may ask from contractors in a specific request that they agree to submit 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.

3.6. Specific Intellectual Property Rights

- 3.6.1. As regards all *Software* or other protected material for which the *Intellectual property rights* are the property of the contracting authority or which have been licensed to the contracting authority by third Parties, and which the Contractor is likely to use in the execution of its obligations under this Framework contract, the contracting authority expressly authorises the Contractor to use such *Software* or other protected material, within the limits strictly necessary for the execution of this Framework contract.

In view of the preceding, the Contractor undertakes:

- not to copy any such *Software* or other protected material without prior written authorisation from the contracting authority;
- to use such *Software* or other protected material exclusively in the context of this Framework contract;
- to protect and indemnify the contracting authority against all third-party claims or actions alleging a breach of their *Intellectual property rights*, or a use of such *Software* or other protected material in contravention with the present Article.

3.6.2. Pursuant to Article II.10 of the General Conditions and as regards the results or rights obtained in performance of the Framework contract, the Contractor undertakes to obtain written consent from the contracting authority prior to:

- filing a trademark, patent or design application in relation with any of the results or rights obtained in performance of the Framework contract in his own name or that of a third party.
- claiming a copyright over the results or rights obtained in performance of the Framework contract in his own name or of that of a third party.
- allowing a third party to do such filings or claims.

Failure to obtain permission from the contracting authority will entitle the contracting authority to seek damages against the Contractor and will not prevent the contracting authority from protecting the rights assigned under the Framework contract.

3.6.3. The Contractor guarantees that none of the *Products*, *Documentation* or other protected material delivered, whether or not developed in execution of this Framework contract, infringes any third party's *Intellectual property rights*.

3.6.4. Each party shall inform the other party of the existence or threat of any third party's action or claim alleging an infringement of its *Intellectual property rights* by the contracting authority's use of any *Products*, *Documentation* or other protected material delivered under this Framework contract, provided such use is made in conformity with the terms of this Framework contract.

3.6.5. 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 in the contracting authority's name, at its own and sole expense.

The contracting authority 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 contracting authority 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 contracting authority without the Contractor's written consent. Such consent may not be withheld without reasonable grounds.

If the infringement of a third party's Intellectual property right on a Product and its Documentation is declared in a judgement, arbitration sentence or party settlement, or if such is likely to happen, the Contractor agrees to (1) either procure for the contracting authority the right to continue using the Product and its Documentation, (2) either replace them with substantially equivalent non-infringing Products, or, if none of the foregoing is available, (3) grant to the contracting authority a credit in the amount corresponding to the purchase price of the proportion of the Product which can no longer be used.

The Contractor will not be responsible under the present guarantee for any third party claiming an infringement of its Intellectual property rights based on (1) the contracting authority's use of Products in combination with equipment not delivered by the Contractor, if such combined use is the cause of the claimed infringement, or (2) the contracting authority's use of any Product and Documentation delivered hereunder in a form other than the one delivered by the Contractor, if such change in form is the cause of the claimed infringement.

3.6.6. The guarantee against third party claims is due by the Contractor until five (5) years following the end of the Framework contract, or until five (5) years following the last use

by the contracting authority of the Product and its Documentation delivered by the Contractor, whichever period ends last.

3.7. Cooperation

- 3.7.1. The Contractor undertakes to develop and install the *Products* and provide the *Informatics Services* in accordance with the Framework Contract's provisions. The Contractor agrees to co-operate with other suppliers to make the *Products* work with those of these other suppliers. It agrees to attend meetings called for that purpose by the contracting authority.
- 3.7.2. The Contractor shall assist and advise the contracting authority on the use of its *Products* and *Services*. It shall be responsible for *Product* integration as regards its inclusion in the Framework contract, its operation in the contracting authority's environment and the introduction of new versions.

3.8. Benchmarking

The contracting authority may undertake a *Benchmarking* of the levels and the charges of the *Services* and supplies provided under this Framework contract by comparison with similar *Services* and supplies provided by outsourcing vendors and/or in-house IT service providers and suppliers. The results of such *Benchmarking* shall be available in identical form to both the contracting authority and the Contractor.

In order to guarantee that a valid comparison is made, the contracting authority will ensure that:

- the scope of the *Services* and supplies being provided by the Contractor is taken into consideration;
- a significant comparison group shall be taken into account;
- in case no such significant comparison group exists the relevant industry best practices or markets with similar requirements shall be taken into account;
- the relevant comparison data must be guaranteed

The work of the *Benchmarker* should in principle not exceed four (4) months

For the first *Benchmarking* exercise, the comparison group shall be defined in a document entitled "Comparison Group Definition". The contracting authority reserves the right to change the comparison group algorithm to reflect any changes in its business from time to time.

The *Benchmarker* shall be a qualified and objective third party selected by the contracting authority. The contracting authority shall ensure that no conflict of interest exists on the side of the *Benchmarker*. The contracting authority will pay all of its own costs and the *Benchmarker's* costs during the *Benchmarking*. The Contractor will pay all of its own costs.

The contracting authority and the Contractor shall set aside sufficient time and resources for each stage of the *Benchmarking*, such as:

- identification and location of *Benchmarking* data,
- performing the *Benchmarking*, and
- implementation of the conclusions of the *Benchmarker*.

The contracting authority and the Contractor will be free to suggest changes in *Benchmarking* parameters as the *Services* and supplies evolve over the term of this Framework contract.

The *Benchmarker* shall treat as confidential, in accordance with Article II. 16 of the General Conditions, all data provided by the contracting authority and the Contractor, and will return all material and media once the *Benchmarking* is completed.

If a *Benchmarking* reveals that the level of a *Service* does not reach the comparison group's service levels or the level based on the relevant industry best practices or of markets with similar requirements, the Contractor shall immediately prepare an action plan, which will specify all actions necessary to rectify the deviations. The full and measurable implementation of the action plan shall in no circumstances exceed one (1) year. If the Contractor fails to fully implement the action plan, the contracting authority may claim damages.

If a *Benchmarking* reveals that charges are higher than the comparison group's charges, the reduction of the prices shall be applicable on the 30th day from the date on which the results of the *Benchmarking* were delivered to the Parties. The reduction shall not have retroactive effect and shall be only valid for the specific contracts concluded after this date.

3.9. Types of services

Unless the Framework contract specifies to the contrary, *Services* shall be provided, both *Intra muros* and *Extra muros*, during the contracting authority's Normal working hours on Normal working days.

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

The ordering process is initiated by the contracting authority via a "Request Form" sent to the contractor describing the required service. On receipt, the contractor must, within a given time period, either decline the request or make a proposal to the contracting authority for the execution of the request. The process culminates in the signature of a Specific Contract (i.e. an order), or in the withdrawal of the request form. The Request Forms are attached in the Annex to this document. The templates for the Specific Contracts are included within the Draft Framework Contract (Annex 5).

The chosen contractor must have the capacity to carry out in parallel several individual orders. The contractor must be capable of providing the services ordered rapidly and with a high degree of quality.

3.10. Time and means orders

Time & Means orders are executed on the contracting authority's premises (i.e. on-site or *intra-muros*).

In a Time & Means order the contracting authority specifies the workload (e.g. person-days) and its specific needs for requested profiles.

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

- The contractor must present proposals meeting the requirements as specified in the Request Forms and associated documents. Contractor's proposed staff must match the requested profile description and the specific needs indicated in the request form.
- 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 by the contractor.
- Persons proposed must be available for interviews.
- Persons proposed must be available at the start of the project.
- Work is normally performed at the contracting authority's premises.
- In some cases, on the contracting authority's request, travels outside the normal location can be required.
- On the contracting authority'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 contracting authority.
- The contractor shall give a month's notice to the contracting authority if any personnel leave before the end of a specific contract.
- If the original person is no longer able to carry out the work, the contractor is obliged to inform the contracting authority, 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 contracting authority. Any such replacement will be effected at no additional cost to the contracting authority.
- In case of replacement, the handover period must normally be at least 10 working days, free of charge to the contracting authority. If no handover is possible and additional training is needed for the replacement person, at least 15 working days (free of charge for the contracting authority) must be performed by the replacement person. The days free of charge will be the first working days of the replacement person.
- In case of replacement, the contractor should propose a minimum of two replacement persons with the required qualifications and experience for the profile. If the contractor does not propose suitable replacement staff, the contracting authority may immediately terminate the Specific Contract with a penalty of 10 days free of charge.
- Only in case of "force majeure" (like an accident or a serious illness) or if the replacement is on the contracting authority's demand, the penalty may not apply. However the necessary training and information to guarantee the continuity of service have to be carried out at the Contractor's expense.
- On the contracting authority's demand, during holidays or other periods of planned absence by the person in charge, the contractor may 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 contracting authority. 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 contracting authority immediately. If the specific contract is not yet signed by both parties, the contractor is not authorized to propose new candidates. If the specific contract is signed, the contracting authority can either cancel the contract or ask for a replacement with the performance of 10 first working days free of charge.

- The invoicing is based on the number of days performed. The minimum unit is a half-day.
- When a replacement procedure is on-going the Contractor cannot invoice 10 days on the specific contract until the replacement is effectively done.

Remarks:

- One full year corresponds in principle to an effective workload of 220 days.
- The request form can combine different profiles, with the requested quantity and workload for each profile.

3.11. Fixed price orders (FP)

Fixed Price orders are executed outside the contracting authority's premises (i.e. off-site or extra-muros)

In a Fixed Price order the contracting authority 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 Request Forms and associated annexes (specifications, work packages, deliverables, deadlines etc.).
- The offer must include a technical analysis based on the requirements.
- 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.
- A methodology agreed by the contracting authority has to be used for the calculation of the workload of the different tasks. Based on this, the financial offer must be based on the estimation of the number of days for each activity.
- Work is normally 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 (except for material, licenses or products not available on the market but that can be provided by the contracting authority during the time of the execution).
- 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 contracting authority (and not on the effective workload).
- Technical interventions can be foreseen on the contracting authority's premises for specific tasks like installations, configurations, acceptance tests, technical analysis or maintenance tasks.
- Meetings at the location of delivery with members of the team can be required by the contracting authority without any additional cost to the contracting authority.
- A warranty applies to the deliverables accepted by the contracting authority

3.12. Quoted time and means orders (QTM)

Quoted Time & Means orders are generally executed outside the contracting authority's premises (i.e. off-site or extra-muros)

In a quoted Time & Means order the contracting authority specifies the different tasks to be executed.

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

- The contracting authority specifies the different tasks and sub-tasks to be executed and a total number of days for activities or profiles. When the request corresponds to activities, the contracting authority indicates the required activities with (or without) individual numbers of days. When the request corresponds to profiles, the contracting authority can specify (or not) the required profiles and their workload.
- The contractor must present proposals meeting the requirements as specified in the Request Forms and associated documents (e.g. technical annex with description of tasks, sub-tasks, etc...).
- The offer must include a technical proposal based on the requirements.
- The offer should detail the profiles, roles, activities, responsibilities and workload (activity-days or person-days).
- The financial proposal has to be based on activities or profiles and their total workload.
- Contractor's staff must match the requested profile description.
- The contractor is not obliged to supply a list of CVs to the contracting authority.
- The work is normally performed off-site, typically on contractor's premises. The contractor shall provide all necessary infrastructure on his premises for the successful execution of the work (except for material, licenses or products not available on the market, but that can be provided by the contracting authority during the time of the execution).
- The work is divided into various sub-tasks performed during the execution of the specific contract. The contracting authority will provide the contractor with a detailed description of each sub-task. The contractor will send the contracting authority a proposal for the execution of each sub-task (including the workload and time schedule) on the basis of a number of activity-days or person-days for the corresponding activities or profiles. When agreement with the contracting authority has been reached, a form is signed by both parties. Only agreed costs for the specified sub-tasks are chargeable, after acceptance by the contracting authority.
- Technical interventions can be foreseen on the contracting authority's premises for specific tasks like installations, configurations, acceptance tests, technical analysis or maintenance tasks.
- Meetings at the location of delivery with members of the team can be required by the contracting authority without any additional cost to the contracting authority
- The warranty applies to the sub-tasks accepted by the contracting authority

3.13. Extensions

An extension is a prolongation based on the initial request and the initial offer when all the requested tasks have not been achieved by the previous specific contracts.

The extension results in a new specific contract.

3.13.1. Time & means

For a "Time & Means" request, the Request Form covers the whole of the project and a Specific Contract might be for the same number of days or for only a part of the project.

If the amount of days foreseen in the Request Form hasn't been covered completely by Specific Contracts made, the contracting authority can conclude another Specific Contract without having to send again a Request Form and follow the complete order cycle. In this case an extension is done.

To make an extension for a Time & Means Specific Contract:

- The contracting authority checks if the number of days on the corresponding initial Request Form haven't been used up yet. If they aren't, a new Specific Contract can be concluded on

the basis of the initial Request Form. If the number of days specified in the initial request form is exceeded, it is not possible to request an extension and the normal procedure applies.

- The contracting authority asks an offer from the contractor for the period that they want an extension for, making a reference to the original Request Form sent, and including a technical annex related to the extension. The offer delivered by the supplier should contain the name of the person(s) executing the service and price.
- In the extension, the profiles, projects and tasks defined in the initial request form must correspond.
- The contracting authority prepares the new Specific Contract
- In case of non availability of the person for a future extension, the contractor has to inform the contracting authority as soon as possible.
- If the initial person is no longer available and a suitable replacement is accepted by the contracting authority, the replacement conditions are applicable (including 10 days free of charge at the beginning of the new specific contract).

3.13.2. Fixed price

Two cases are foreseen:

- (1) The initial request form contains a list of tasks (modules, work packages) corresponding to deliverables. The contractor has given a proposal according to this request. The specific contract may have covered only a part of the project corresponding to some deliverables. In this case, the contracting authority can conclude one or more new specific contracts for the remaining work without having to send again a Request Form and follow the complete order cycle.

The new specific contracts have to cover tasks included in the initial request under the conditions of the original offer. The technical annex could be updated if necessary, but the global conditions (including defined deliverables and price) cannot be modified. The total price of the project may not exceed the price quotation given in the initial offer (except for indexation).

- (2) In case where additional tasks are estimated necessary to complete the work on the same project and in conformance with the initial request, extensions are possible for a maximum of 50% of the amount of the accepted original proposal. In such case the Contractor provides a new offer for the additional tasks described in a new technical annex prepared by the contracting authority.

Typically each extension results in a new specific contract.

3.13.3. Quoted time & means

For a “Quoted Time & Means” request, the Request Form covers the whole of the project and a Specific Contract might be for the same number of days or for only a part of the project.

- (1) If the amount of days foreseen in the Request Form hasn’t been covered completely by Specific Contracts made, the contracting authority can conclude another Specific Contract without having to send again a Request Form and follow the complete order cycle. In this case an extension is done.

To make an extension for a Quoted Time & Means Specific Contract:

- The contracting authority checks if the number of days on the corresponding initial Request Form haven’t been used up yet. If they aren’t, a new Specific Contract can be concluded on the basis of the initial Request Form. If the number of days specified in the initial request form is exceeded, it is not possible to request an extension and the normal procedure applies.

- The contracting authority asks an offer from the contractor for the period that they want an extension for, making a reference to the original Request Form sent, and including a technical annex related to the extension. A new task that was not included in the initial request form cannot be introduced.
 - In the extension, the activities, profiles, projects and tasks defined in the initial request form and the related offer must correspond.
 - The contracting authority prepares the new Specific Contract
- (2) In case where additional tasks are estimated necessary to complete the work on the same project and in conformance with the initial request, extensions are possible for a maximum of 50% of the volume of the accepted original proposal. In such case the Contractor prepares a new offer to cover the additional tasks requested by the contracting authority.

4. DELIVERY FOR ALL TYPES OF ORDERS

4.1. Languages

The required services must be provided in the following language(s) in each location of delivery:

| Location of delivery | Language |
|----------------------|----------|
| Tallinn | English |
| Strasbourg | English |
| Brussels | English |

Table 1 – Language requirements

When necessary, additional language requirements may be made in the request forms.

4.2. Place of service provision

Depending on the framework contract and the request, service can be provided on the contracting authority’s premises (so-called “on-site” or “intra muros” work) or can be executed on the contractor’s premises (so-called “off-site” or “extra muros” work). The contracting authority indicates on the Request Form where the work has to be delivered.

In the case of “intra muros” work, the execution of the contract must normally be performed at the contracting authority premises as required in Brussels (Belgium), Strasbourg (France) or Tallinn (Estonia). The infrastructure will be provided by the contracting authority.

The personnel providing the service will use only the standard software packages in use at the contracting authority or the department concerned, and no other software may be installed or used without the written authorisation of the contracting authority.

In the case of “extra muros” work, the execution of the contract will be performed primarily at the contractor's usual workplace. Project meetings are typically held in the locations of delivery mentioned above. Deliverables have to be formally remitted at these locations. Travel costs to the place of delivery are not reimbursed.

The contractor shall provide all deliverables in the form and format specified in the order and shall guarantee their integration into the target informatics environment.

4.3. Travels outside normal locations of deliveries

Travel expenses conducted on request of the contracting authority for locations other than the normal locations of delivery (the main premises of the contracting authority among others Tallinn and Strasbourg), shall only be reimbursed for journeys exceeding 200 km (single trip),

where appropriate, on the basis of the shortest itinerary on production of original supporting documents, including receipts and used tickets.

The reimbursement will be handled as follows:

- (a) if the journey exceeds 400 km (single trip) or the destination is separated by sea, travel by air shall be reimbursed up to a maximum cost of economy class ticket at the time of the reservation;
- (b) travel by boat or rail shall be reimbursed up to a maximum cost of a first class ticket;
- (c) travel by car shall be reimbursed at the rate of one first class railway ticket for the same journey on the same day.

Accommodation costs, including local taxes, and daily allowances shall be reimbursed up to a maximum fixed for each country (see Article 13 of the Staff Regulations Annex VII).

As a general rule, travel costs to the normal places of delivery set out in the request forms will not be reimbursed.

4.4. Normal working hours

For time and means delivery, a normal working day corresponds to 8 hours per day (37 hours 30 minutes per week). The daily working time frame is between 8 am and 8 pm and the presence is normally required between 9:30 and 12:00 and between 3:00 pm and 4:30 pm (4:00 pm on Friday).

The periods of service provider's on-site presence have to be agreed by the services of the contracting authority. No recuperation is possible.

In exceptional cases of extended services (e.g. continuous support service between 8:00 am. and 8:00 pm), specific time frames can be requested by the contracting authority (e.g. from 8:00 to 16:00 and from 12:00 to 20:00 with a pause of 30 minutes).

4.5. Work outside of Normal Working Hours

The contracting authority may request delivery of services in extended working hours from profiles working in Time & Means mode. For these situations, the tenderer will apply surcharges in addition to the applicable day rates.

The tenderer shall quote the prices per hour for each profile.

The surcharges may not exceed the following values:

- on normal working days before 8.a.m. and after 8 p.m.: 50 % of the corresponding hourly price during normal working hours,
- during weekends and holidays: 100 % of the corresponding hourly price during normal working hours.

The surcharge will only apply if at least half a person day (a normal person days is 8 hours minutes) of service is delivered within the timeframe qualifying for the surcharge.

4.6. Acceptance of services

For orders, official acceptance of the services carried out will take place at milestones during and at the end of each order execution using a procedure agreed to at the beginning of the order.

4.7. Training

As a rule, the contracting authority will not take charge of the training of the contractor's staff.

When needed, general training courses must be followed outside the contracting authority premises.

In exceptional cases (e.g. if the training course is not provided externally) and on special request of the contracting authority, staff working for a Time & Means) contract may follow a training course organised by the contracting authority. However, in general the training days are not paid to the contractor by the contracting authority.

The contractor is required to plan at least 5 days training course per year for its staff working in the contracting authority's premises.

If the contracting authority asks the contractor's staff to follow specific trainings necessary for the delivery of the services, it is considered as a normal working day paid by the contracting authority.

5. THE CASCADING MECHANISM

The contract uses multiple contracts with a cascading mechanism

The cascading mechanism is the mechanism applied for using multiple framework contracts. In general where more than one contractor is nominated, the following rules shall apply to requests for supply of services.

- (1) For each case, the contracting authority shall determine the specifications of the *Services* required, hereinafter referred as project, and the relevant response time. The contractor shall make his offer in response to the contracting authority's specifications within this time limit.
- (2) When requesting an offer to supply *Services*, the contracting authority shall initially address its request to the contractor who has been nominated in first place on the basis of the results of the evaluation of the call for tenders cited in the *Contract*, except in case of conflict of interest.
- (3) If this first contractor is in a position to meet the criteria for response time and fulfil the specifications, then he shall be awarded the project in question.
- (4) If the first contractor is unable to meet either of these criteria, then he shall be regarded as being unable to supply the *Services* requested. In this case, the contracting authority shall then address the same request to the contractor who has been nominated in the second place on the basis of the results of the evaluation of the call for tenders cited in the *Contract*. If this second contractor is in a position to meet the criteria for response time and specifications, then he shall be awarded the project in question.
- (5) If this second contractor is unable to meet either of these criteria or has conflict of interest, then he shall be considered unable to supply the *Services* requested. In that event, the contracting authority shall then repeat this process with the contractor who has been nominated in third place.
- (6) This process will terminate either with the award of the project in question to one of the contractors who has been nominated, or with the failure to award the project to any contractor. In the event of failure the contracting authority may redefine the project or start the procedure again on the same project at a later time.
- (7) The inability of the contractor to supply the *Services* for a project, requested under the conditions (1) – (6), shall not be considered to afford grounds for terminating the *Framework Contract*, nor shall it affect the order in which the contractor is to be addressed for subsequent projects.

As described in the roadmaps, **in all cases the first contractor must be consulted first**. The first contractor has won the market described in the call for tenders and the other contractors are

contacted only to compensate the lack in the first contractor's service offering or in case of conflict of interest. If it arises that the main contractor is unable to service all requests, the *cascade mechanism* may apply. In this case detailed documentation of all communication between the contractors and the contracting authority is imperative in order to ensure a decision is transparent to all parties.

During the cascade mechanism **the Request Form specifications may not change** (e.g. profiles and/or technical annexes must remain the same).

5.1. Conflict of interest

In the event that a conflict of interest appears between a requested service and a previous or current work carried out by the same contractor (or subcontractor) or if the total independence of the contractor with other economic operators is not demonstrated in the context of the service, the concerned contractor will not be asked to provide the service and will not be part of the cascade for the specific request.

6. INTERFACES, ROLES AND RESPONSIBILITIES

6.1. On the contractor's side

The contractor shall nominate a contract manager in charge of the framework contract. The contract manager will be responsible for all contractual relations with the contracting authority. The contract manager must be reachable by the contracting authority during normal working hours. In case of absence, a back-up person shall be designated.

The contractor shall designate a contact person, and at least a back-up person in case of absence, who will take care of all requests addressed by the contracting authority.

The contractor shall provide a single contact office with Fax number, telephone number, postal address, e-mail address.

The contractor shall communicate the list of all persons in charge of the customer's relationship management with the services of the contracting authority.

6.2. On contracting authorities side

The *Authorising Officer* represents the awarding authority and signs the framework contract and all amendments to it.

The *Head of Finance* is responsible for all financial aspects related to the execution of the Framework Contract.

A *service manager* is responsible for the technical follow-up and the quality management of the contract and is the contact person for all procedural and reporting aspects linked with the framework and specific contracts.

A *contract manager* is responsible for the legal follow-up of the framework contract and acts as the contact person for all general legal aspects linked with the framework contract and the specific contracts.

A *contact person* is in charge of a specific request sent to the contractor.

An *administrative official* is responsible for administrative matters in the execution of a specific contract.

A *technical official* is responsible for technical matters in the execution of a specific contract.

The entity responsible within contracting authority(ies) for the specific contract is the Authorising Officer or the person who signs the contract for the contracting authority.

7. ROADMAPS.

The following paragraphs detail the processes for:

- Time & Means (TM) orders
- Fixed Price (FP) orders
- Quoted Time & Means (QTM) orders

The involved actors are:

- ✓ The Contractor(s)
- ✓ The contracting authority that performs the management of the framework contracts.

The ordering process covers the ordering phase up to the signature of a specific contract by both parties (Contractor and the contracting authority)

The delivery process covers the period from the signature of the specific contract until its closing.

The exchange of all documents preceding the signature of a specific contract will be normally done via e-mail (at a later stage an electronic system named e-Request may be introduced as indicated in Section 2.9 of the Tender Specifications).

All Contractor's documents should be made available in PDF electronic format (or possibly TIFF).

The contracting authority will receive a copy of all documents transmitted by the Contractor.

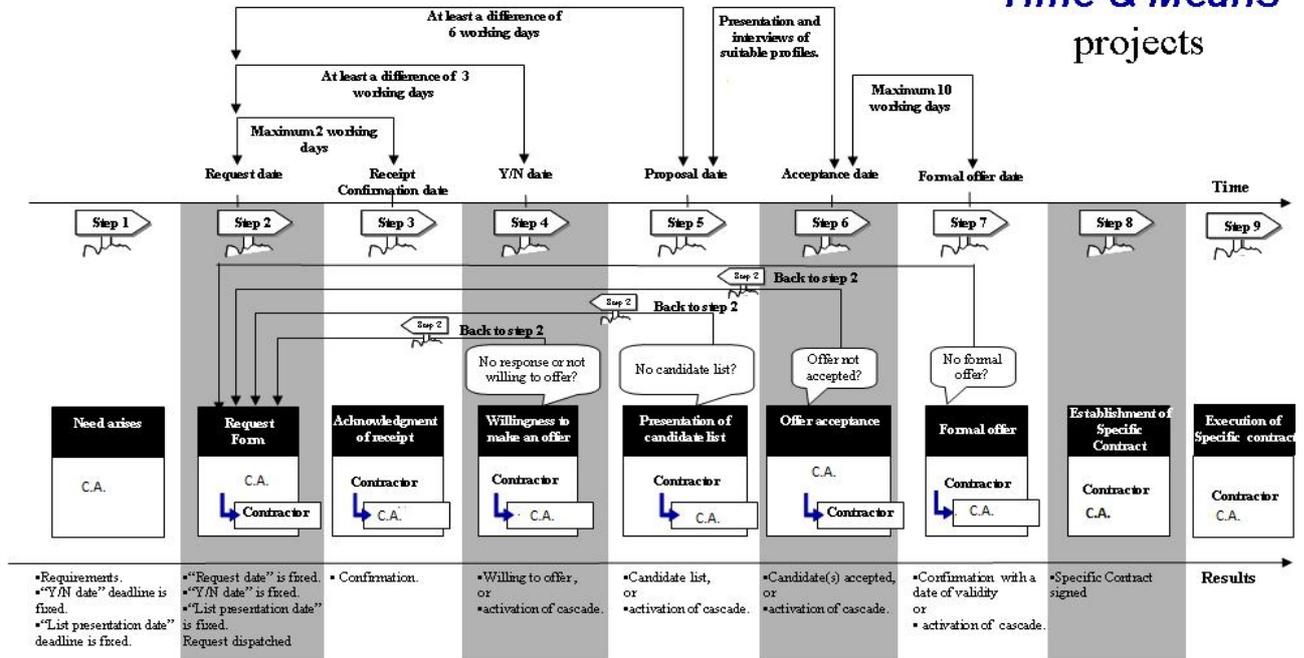
No specific installation is asked to the contractor, in addition to a usable Internet connection, a specific e-mail address and a browser with the support of SSL for a secure network transmission.

All documents transmitted by the Contractor should usually contain at least the contracting authority's references, the type of document (Receipt Confirmation, Yes/No answer, proposal, offer), the mode (TM, FP or QTM) and whether it is a new request or an extension.

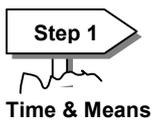
Remark: In the following description of the procedures, the term "fault" refers to a Contractor's procedural error and not to the quality of the content of the documents.

7.1. Roadmap for Time & Means projects

Roadmap for Time & Means projects



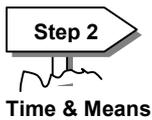
Step 1: Preparation of a request



| | |
|-------------------------|--|
| <p>What</p> | <p>The need for some Time & Means service arises.</p> <p>Contracting authority (C.A.) prepares the requirements/specifications.</p> <p>The contracting authority specifies how much time it wants to allow the Contractor to decide if he can make a proposal. The time allowed to the Contractor must be at least 3 working days. This date, by which the Contractor must make known his willingness to make an offer, is referred to as the “Y/N date”.</p> <p>The contracting authority also specifies how much time it wants to allow the Contractor to prepare his proposal with a list of the qualified persons he proposes. The time allowed to the Contractor must be at least 3 working days as from the “Y/N date”. This date, by which the Contractor must present his list of proposed qualified persons, is referred to as the “proposal date” (or “candidate list date”).</p> |
| <p>Parties involved</p> | <ul style="list-style-type: none"> Contracting authority. |

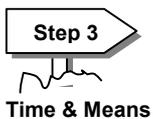
| | |
|--------|--|
| Result | <ul style="list-style-type: none"> • Requirements. • “Y/N date” deadline is fixed. • “Proposal date” deadline is fixed. |
| Fault | <ul style="list-style-type: none"> • None. |

Step 2: Sending of request form



| | |
|------------------|--|
| What | <p>The contracting authority checks which company the Request Form should be sent to: if it is a new request, this is the first company in the cascade of companies that have been awarded a contract. Otherwise it is the company in the cascade following the company that the Request Form was previously sent to. If no companies are left in the cascade, no company could deliver the service based on the constraints set originally in Step 1. In this case, the contracting authority can decide to redefine the project or start the procedure again on the same project at a later time.</p> <p>The contracting authority fills out a Request for Time & Means projects. If the Request is sent to a company other than the first in the cascade list, the contracting authority makes sure that the “requirements” and the intervals specifying the “Y/N date” and “list presentation date” decided upon in step 1, remain unchanged.</p> <p>The contracting authority sends the Request to the Contractor. The date on which the contracting authority sends the Request is referred to as the “request date”.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contracting authority. |
| Result | <ul style="list-style-type: none"> • “Request date” is fixed. • “Y/N date” is fixed. • "proposal date" (“List presentation date”) is fixed. • Request is sent |
| Fault | <ul style="list-style-type: none"> • None. |

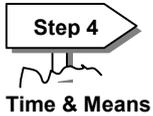
Step 3: Request Form receipt confirmation



| | |
|------------------|--|
| What | <p>The Contractor receiving the Request acknowledges reception within 2 working days of the day the Request was sent.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contractor. |

| | |
|--------|--|
| Result | <ul style="list-style-type: none"> Request Form confirmation of receipt sent within 2 working days of “request date”. |
| Fault | <ul style="list-style-type: none"> Not respecting the deadline by which the receipt confirmation must be sent. |

Step 4: Willingness to make an offer



Time & Means

| | |
|------------------|--|
| What | <p>If the Contractor does not send a response by the “Y/N date” stating whether he will or will not be making an offer, the contracting authority goes back to Step 2.</p> <p>If the Contractor has stated NO, i.e. he declines to make an offer, the contracting authority goes back to Step 2.</p> |
| Parties involved | <ul style="list-style-type: none"> Contractor. Contracting authority. |
| Result | <ul style="list-style-type: none"> Willingness to make an offer is expressed, or cascade mechanism activated. |
| Fault | <ul style="list-style-type: none"> Not respecting the “Y/N date”. |

Step 5: Presentation of the proposal



Time & Means

| | |
|------------------|--|
| What | <p>The Contractor sends a proposal containing a list of candidates having the required profiles by the "proposal date" (“list presentation date”) to the contracting authority. 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. All candidates on the list should be available for interviews in the 2 weeks following the sending of the candidate list.</p> <p>If the Contractor does not send the candidate list by the “proposal date”, the contracting authority considers this as not respecting the requirements, and goes back to step 2.</p> |
| Parties involved | <ul style="list-style-type: none"> Contractor. Contracting authority. |
| Result | <ul style="list-style-type: none"> List with proposed qualified candidates or cascade mechanism activated. |
| Fault | <ul style="list-style-type: none"> Not respecting the "proposal date" (“list presentation date”) |

Step 6: offer acceptance

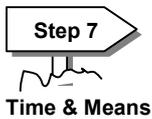


Time & Means

| | |
|------|---|
| What | <p>The period after the “proposal date” can be used by the Contractor and contracting authority to organise meetings to present and interview the persons proposed.</p> <p>If the contracting authority accepts a candidate from the list, the contracting authority informs the Contractor indicating that the</p> |
|------|---|

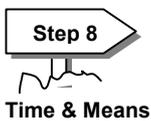
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| | <p>candidate is accepted and is to be regarded as the basis for a formal offer.</p> <p>If the candidates on the list do not correspond to the requirements, contracting authority informs the Contractor giving a justification that the candidates do not correspond to the requirements and goes back to Step 2.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contractor. • Contracting authority. |
| Result | <ul style="list-style-type: none"> • Candidate(s) accepted or cascade mechanism activated. |
| Fault | <ul style="list-style-type: none"> • None. |

Step 7: Finalisation of the offer



| | |
|------------------|--|
| What | <p>The Contractor checks that the selected candidate is still available. If yes, the Contractor sends (normally within 10 days) a formal offer to the contracting authority indicating the earliest date on which the candidate can start and the period of validity of this offer.</p> <p>If the selected candidate is no more available, the Contractor informs officially the contracting authority about it. In this case the contracting authority can either go back to step 2 and initiate the cascade or select another candidate from the initial list of candidates (the Contractor cannot propose new candidates).</p> <p>If the Contractor doesn't send the formal offer on time the contracting authority can extend the delay for it or decide to activate the cascade going back to step 2.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contractor. • Contracting authority. |
| Result | <ul style="list-style-type: none"> • Candidate(s) confirmed or cascade mechanism activated. |
| Fault | <ul style="list-style-type: none"> • No formal offer sent on time |

Step 8: Establishment of the Specific Contract



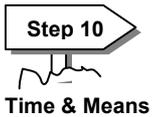
| | |
|------------------|---|
| What | <p>The Specific Contract is established based on the formal offer. The Specific Contract will include details of the work to be carried out, the start date, the duration in days and any other relevant information.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contractor. • Contracting authority. |
| Result | <ul style="list-style-type: none"> • Specific Contract signed. |
| Fault | <ul style="list-style-type: none"> • Not signing the specific contract on time |

Step 9: Execution of the Specific Contract



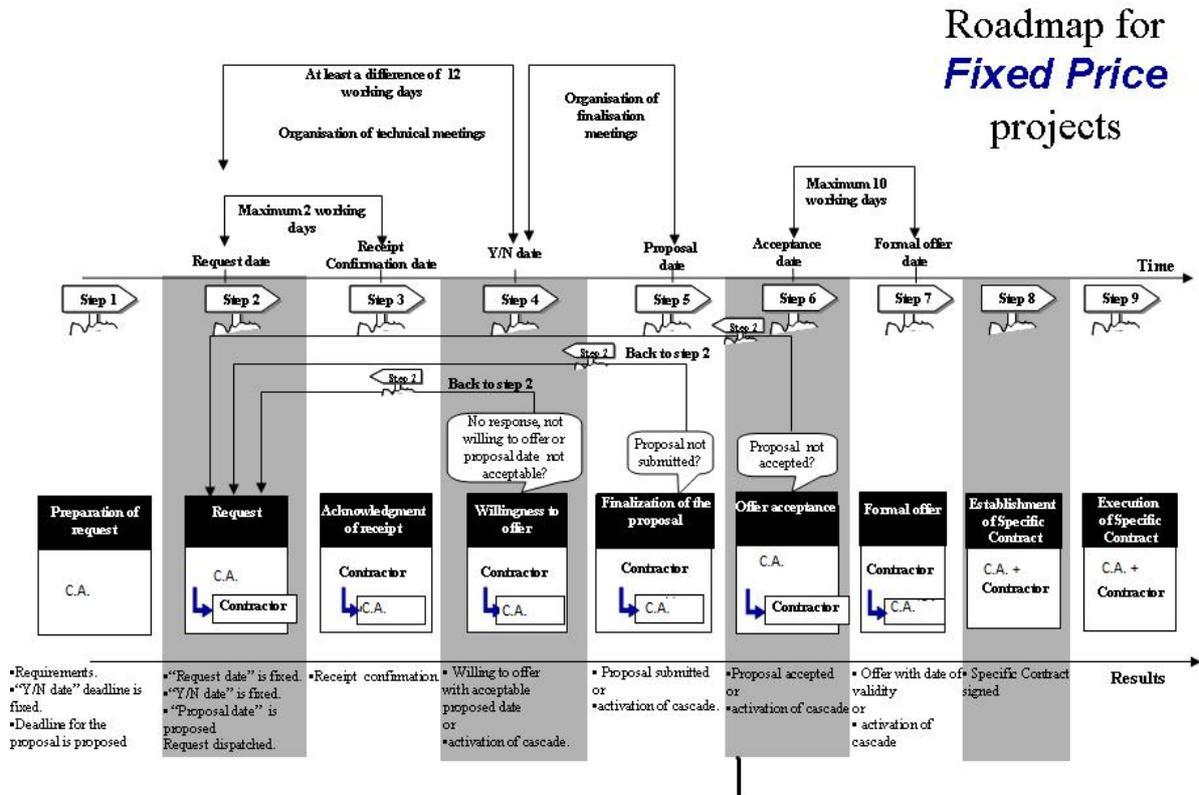
| | |
|------------------|--|
| What | The task(s) as requested in the order is/are carried out by the Contractor under the technical supervision of the contracting authority. |
| Parties involved | <ul style="list-style-type: none"> • Contractor. • Contracting authority. |
| Result | <ul style="list-style-type: none"> • Successful completion of the task(s). |
| Fault | <ul style="list-style-type: none"> • The tasks are not completed. |

Step 10: Work acceptance



| | |
|------------------|--|
| What | The acceptance is based on the number of days performed by the Contractor's staff in accordance with the T&M conditions. |
| Parties involved | <ul style="list-style-type: none"> • Contractor. • Contracting authority. |
| Result | <ul style="list-style-type: none"> • The Contractor's invoice(s) are paid by the contracting authority |
| Fault | <ul style="list-style-type: none"> • None |

7.2. Roadmap for Fixed Price projects



Step 1: Preparation of request



| | |
|------------------|---|
| What | <p>The need for some Fixed Price service arises in the contracting authority.</p> <p>The contracting authority prepares a document specifying the requirements/specifications</p> <p>The contracting authority specifies how much time it wants to allow the Contractor to decide if he can make an offer. The time allowed to the Contractor must be at least 12 working days. This date, by which the Contractor must make known his willingness to make an offer, is referred to as the “Y/N date”.</p> <p>The contracting authority also specifies a date for which it would like to receive a proposal (typically at least 10 working days after the "Y/N date"). This date, by which the contracting authority wishes to receive a proposal is referred to as the "proposal date"</p> |
| Parties involved | <ul style="list-style-type: none"> the contracting authority. |

| | |
|--------|--|
| Result | <ul style="list-style-type: none"> • Requirements/specifications • “Y/N date” deadline is fixed. • "proposal date" deadline is proposed |
| Fault | <ul style="list-style-type: none"> • None. |

Step 2: Sending of request form



| | |
|------------------|--|
| What | <p>The contracting authority checks which company the Request Form should be sent to: if it is a new request, this is the first company in the cascade of companies that have been awarded a contract. Otherwise it is the company in the cascade following the company that the Request Form was previously sent to. If no companies are left in the cascade, no company could deliver the service based on the constraints set originally in Step 1. In this case, the contracting authority can decide to redefine the project or start the procedure again on the same project at a later time.</p> <p>The contracting authority fills out a Request for Fixed Price projects. If the Request Form is sent to a company other than the first in the cascade list, the contracting authority makes sure that the “requirements” and the interval specifying the “Y/N date” and "proposal date" decided upon in step 1, remain unchanged.</p> <p>The contracting authority sends the Request (including the specifications) to the Contractor. The day on which the the contracting authority sends the Request is referred to below as the “request date”.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contracting authority. |
| Result | <ul style="list-style-type: none"> • “Request date” is fixed. • “Y/N date” is fixed. • "Proposal date" is proposed • Request Form and requirements/specifications dispatched |
| Fault | <ul style="list-style-type: none"> • None. |

Step 3: Request Form receipt confirmation



| | |
|------------------|--|
| What | <p>The Contractor receiving the Request acknowledges reception within 2 working days of the day the Request was sent.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contractor. |
| Result | <ul style="list-style-type: none"> • Request Form confirmation of receipt sent within 2 working days of the “request date”. |
| Fault | <ul style="list-style-type: none"> • Not respecting the deadline within which the receipt |

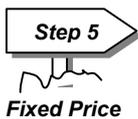
| | |
|--|----------------------------|
| | confirmation must be sent. |
|--|----------------------------|

Step 4: Willingness to make an offer



| | |
|------------------|--|
| What | <p>The period between the “request date” and the “Y/N date” can be used to clarify the requirements, in order to allow the Contractor to decide whether he will be able to make an offer, as well as to decide to confirm the “proposal date” or to propose a new "proposal date".</p> <p>If the Contractor does not send a response by the “Y/N date”, to the contracting authority, stating whether he will or will not be making a proposal, the contracting authority goes back to Step 2.</p> <p>If the Contractor has stated YES, he can confirm the date by which he will submit his final proposal or propose a new date. The date is referred to as the new “proposal date”.</p> <p>If the Contractor has stated NO, i.e. he declines to make a proposal, the contracting authority goes back to Step 2.</p> <p>If the Contractor has stated YES, but the contracting authority does not find the new “proposal date” acceptable (e.g. the contracting authority finds the new delay too long), the contracting authority informs the Contractor that the offer cannot be accepted and goes back to Step 2.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contractor. • Contracting authority. |
| Result | <ul style="list-style-type: none"> • Willingness to make an offer is expressed with “proposal date”, or cascade mechanism is activated. |
| Fault | <ul style="list-style-type: none"> • Not respecting the “Y/N date”. |

Step 5: Finalization of the proposal



| | |
|------------------|--|
| What | <p>The period between the “Y/N date” and the “proposal date” can be used to prepare and finalise the proposal.</p> <p>The Contractor delivers its final proposal by the agreed “proposal date”.</p> <p>If the Contractor has not delivered a proposal by the “proposal date”, the contracting authority considers this as not respecting the requirements. In this case, the contracting authority informs the Contractor that the offer cannot be accepted and goes back to Step 2.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contractor. • Contracting authority. |
| Result | <ul style="list-style-type: none"> • Proposal submitted or cascade mechanism is activated. |
| Fault | <ul style="list-style-type: none"> • Not respecting the “proposal date” |

Step 6: Offer acceptance



| | |
|------|--|
| What | The contracting authority can ask the Contractor for clarifications about his proposal, but the Contractor cannot make a new proposal. |
|------|--|

| | |
|--------|--|
| | <p>If the contracting authority accepts the proposal, the contracting authority informs the Contractor that the proposal is accepted and is to be regarded as the basis for Specific Contract(s).</p> <p>If the contracting authority does not accept the proposal, the contracting authority informs the Contractor with justification that the offer cannot be accepted and goes back to Step 2.</p> |
| | <ul style="list-style-type: none"> • Contractor. • Contracting authority. |
| Result | <ul style="list-style-type: none"> • Proposal accepted or cascade mechanism activated. |
| Fault | <ul style="list-style-type: none"> • None. |

Step 7: Finalisation of the offer



| | |
|------------------|--|
| What | <p>The Contractor sends (normally within 10 working days) a formal offer in conformity with the proposal that has been accepted by the contracting authority (or confirms his proposal). The contractor indicates the period of validity of the offer.</p> <p>If the Contractor doesn't send the formal offer (or the confirmation) on time the contracting authority can extend the delay or decide to activate the cascade going back to step 2.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contractor. • Contracting authority. |
| Result | <ul style="list-style-type: none"> • Formal offer (or cascade mechanism activated) |
| Fault | <ul style="list-style-type: none"> • No formal offer sent on time |

Step 8: Establishment of the Specific Contract



| | |
|------------------|---|
| What | <p>The Specific Contract is established based on the formal offer. The Specific Contract will include details of the work to be carried out with the requested deliverables, the start date, the duration and any other relevant information.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contractor. • Contracting authority. |
| Result | <ul style="list-style-type: none"> • Specific Contract signed. |
| Fault | <ul style="list-style-type: none"> • Specific Contract not signed. |

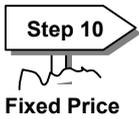
Step 9: Execution of the Specific Contract



| | |
|------|--|
| What | <p>The project is worked on by the Contractor, in contact as required with the contracting authority.</p> <p>The Contractor provides the requested deliverables to the contracting authority</p> |
|------|--|

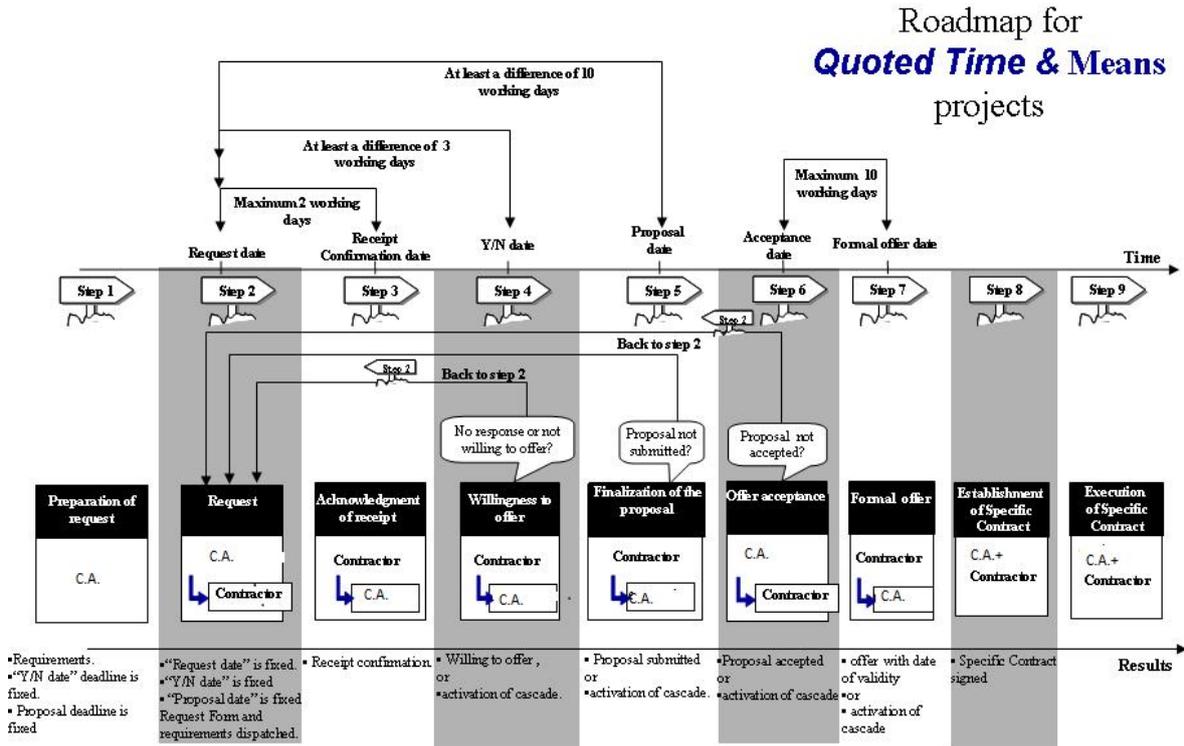
| | |
|------------------|---|
| Parties involved | <ul style="list-style-type: none"> • Contractor • the contracting authority |
| Result | <ul style="list-style-type: none"> • Successful completion of the project. |
| Fault | <ul style="list-style-type: none"> • The deliverables are not provided on time |

Step 10: Acceptance

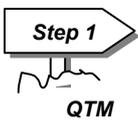


| | |
|------------------|---|
| What | The acceptance is based on the conformance of the deliverables with the specifications described in the specific contract |
| Parties involved | <ul style="list-style-type: none"> • Contractor. • Contracting authority. |
| Result | <ul style="list-style-type: none"> • Accepted deliverables are paid by the contracting authority after reception of Contractor's invoices. |
| Fault | <ul style="list-style-type: none"> • The deliverable(s) don't conform to the specifications |

7.3. Roadmap for Quoted Time & Means projects

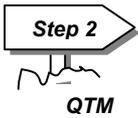


Step 1: Preparation of request



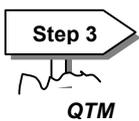
| | |
|-------------------------|--|
| What | <p>The need for some Quoted Time & Means service arises in the contracting authority.</p> <p>The contracting authority prepares the requirements / specifications.</p> <p>The contracting authority specifies how much time it wants to allow the Contractor to decide if he can make an offer. The time allowed to the Contractor must be at least 3 working days. This date, by which the Contractor must make known his willingness to make an offer, is referred to as the "Y/N date".</p> <p>The contracting authority specifies a date for receiving a proposal from the Contractor. This date is referred to as the "Proposal date". (The time allowed to the Contractor should be at least 10 working days from the date on which the contracting authority addresses the Request Form).</p> |
| Parties involved | <ul style="list-style-type: none"> • Contracting authority. |
| Result | <ul style="list-style-type: none"> • Requirements. • "Y/N date" deadline is fixed. • "Proposal date" is fixed. |

Step 2: Sending of request form



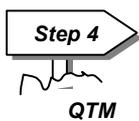
| | |
|------------------|---|
| What | <p>The contracting authority checks which company the Request Form should be sent to: if it is a new request, this is the first company in the cascade of companies that have been awarded a contract in this lot. Otherwise it is the company in the cascade following the company that the Request Form was previously sent to. If no companies are left in the cascade, no company could deliver the service based on the constraints set originally in Step 1. In this case, the contracting authority can decide to redefine the project or start the procedure again on the same project at a later time.</p> <p>The contracting authority fills out a Request Form for Quoted Time & Means projects. If the Request Form is sent to a company other than the first in the cascade list, the contracting authority makes sure that the “requirements” and the interval specifying the “Y/N date” and “Proposal date” decided upon in step 1, remain unchanged.</p> <p>The contracting authority sends the Request Form to the Contractor. The date on which the contracting authority sends the Request Form is referred to as the “request date”.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contracting authority. |
| Result | <p>“Request date” is fixed.</p> <p>“Y/N date” is fixed.</p> <p>"Proposal date" is fixed</p> <p>Request Form is sent</p> |

Step 3: Request Form receipt confirmation



| | |
|------------------|--|
| What | <p>The Contractor receiving the Request acknowledges reception within 2 working days of the day the Request was sent.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contractor |
| Result | <ul style="list-style-type: none"> • Request Form confirmation of receipt sent within 2 working days of “request date”. |
| Fault | <ul style="list-style-type: none"> • Not respecting the deadline by which the receipt confirmation must be sent. |

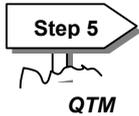
Step 4: Willingness to make an offer



| | |
|------------------|--|
| What | <p>If the Contractor does not send a response by the “Y/N date” stating whether he will or will not be making an offer, the contracting authority goes back to Step 2.</p> <p>If the Contractor has stated NO, i.e. he declines to make an offer, the contracting authority goes back to Step 2.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contractor. |

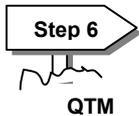
| | |
|--------|--|
| | <ul style="list-style-type: none"> Contracting authority. |
| Result | <ul style="list-style-type: none"> Willingness to make an offer is expressed, or cascade mechanism activated. |
| Fault | <ul style="list-style-type: none"> Not respecting the “Y/N date”. |

Step 5: Finalisation of the proposal



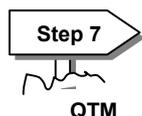
| | |
|------------------|--|
| What | <p>The Contractor sends a proposal to the contracting authority, respecting the “proposal date”.</p> <p>If the contractor has not delivered a proposal to the contracting authority by the “proposal date”, the contracting authority may consider this as not respecting the requirements, and go back to Step 2.</p> |
| Parties involved | <ul style="list-style-type: none"> Contractor. Contracting authority. |
| Result | <ul style="list-style-type: none"> Proposal submitted or cascade mechanism activated. |
| Fault | <ul style="list-style-type: none"> Not respecting the “proposal date”. |

Step 6: Offer acceptance



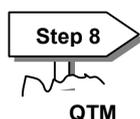
| | |
|--------|--|
| What | <p>The contracting authority can ask the Contractor for clarifications about his proposal, but the Contractor cannot make a new proposal.</p> <p>If the contracting authority accepts the proposal, the contracting authority informs the Contractor that the proposal is accepted and is to be regarded as the basis for Specific Contract(s).</p> <p>If the contracting authority does not accept the proposal, the contracting authority informs the Contractor with justification that the offer cannot be accepted and goes back to Step 2.</p> |
| | <ul style="list-style-type: none"> Contractor. Contracting authority. |
| Result | <ul style="list-style-type: none"> Proposal accepted or cascade mechanism activated. |
| Fault | <ul style="list-style-type: none"> None. |

Step 7: Finalisation of the offer



| | |
|------------------|--|
| What | <p>The Contractor sends (normally within 10 working days) a formal offer in conformity with the proposal that has been accepted by the contracting authority (or confirms his proposal). The contractor indicates the period of validity of the offer.</p> <p>If the Contractor doesn't send the formal offer (or the confirmation) on time the contracting authority can extend the delay or decide to activate the cascade going back to step 2.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contractor. • Contracting authority. |
| Result | <ul style="list-style-type: none"> • Formal offer (or cascade mechanism activated) |
| Fault | <ul style="list-style-type: none"> • No formal offer sent on time |

Step 8: Establishment of the Specific Contract



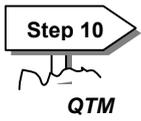
| | |
|------------------|---|
| What | <p>The Specific Contract is established based on the formal offer. The Specific Contract will include details of the work to be carried out, the start date, the duration in days and any other relevant information.</p> |
| Parties involved | <ul style="list-style-type: none"> • Contractor. • Contracting authority. |
| Result | <ul style="list-style-type: none"> • Specific Contract signed. |
| Fault | <ul style="list-style-type: none"> • Specific Contract not signed. |

Step 9: Execution of the Specific Contract



| | |
|------------------|---|
| What | <p>The task(s) are carried out by as defined by the QTM working method:</p> <p>The contracting authority provides the Contractor with a detailed description of a sub-task</p> <p>The Contractor sent an offer for the execution of the sub-task</p> <p>After agreement a sub-task form is signed by both parties</p> <p>The sub-task is executed by the Contractor</p> |
| Parties involved | <ul style="list-style-type: none"> • Contractor. • Contracting authority. |
| Result | <ul style="list-style-type: none"> • Successful completion of the sub-task(s). |
| Fault | <ul style="list-style-type: none"> • The sub-tasks are not successfully completed |

Step 10: Acceptance



| | |
|------------------|--|
| What | The acceptance is based on the conformance of each sub-task delivered with the specifications |
| Parties involved | <ul style="list-style-type: none">• Contractor.• Contracting authority. |
| Result | <ul style="list-style-type: none">• Accepted sub-tasks are paid by the contracting authority after receipt of Contractor's invoices. |
| Fault | <ul style="list-style-type: none">• The sub-task(s) delivered don't conform to the specifications |

8. LIQUIDATED DAMAGES

Liquidated damages, as defined in article II.4 of the General conditions of the draft framework contract (attached to the tender specifications), are applicable when the contractor fails to meet its contractual obligations.

In the case of Fixed Price projects, the contracting authority may claim the payment of liquidated damages in case the contractor fails to provide on time the deliverables conform to the specifications. In this case, the contractor shall pay, upon claim by the contracting authority, liquidated damages of 1% of the total amount of the specific contract per day of delay.

9. VALIDITY AND REVIEW PROCESS

The present document will provide the basis for the “Service Level Agreement” (SLA) for the future contract. The resulting SLA will be part of the Framework Contract. It will be applicable from the signature of the framework contract to its end and the end of all specific contracts signed under the framework contract.

During the life of the Framework Contract, the contracting authority may propose changes in the Service Level Agreement. These changes cannot be in contradiction with the contract itself. Their purpose is to clarify or help the execution of the contract. They will need the agreement of the contractor. After approval, a new version will be signed by both parties and incorporated into the Framework Contract by way of an amendment.

10. REPORTING

The contractor shall provide monthly reports to the responsible service manager at the contracting authority, in the layout as given below in "Attachment 1 – Monthly Report Forms".

The reports, with complete and accurate information at the end of the previous month, shall be delivered at the latest on the 16th of the ongoing month.

The monthly report will include:

- A summary of the activities.
- Data on the request processing and specific contracts from the start of the framework contract.
- The risks identified, the problems encountered and the measures taken by the contractor to mitigate the risks / overcome the encountered problems.

The data on the request processing and specific contracts will have the below content and will be provided in a format given by the contracting authority¹.

The content and layout requirements of the report may evolve to better suit the contracting authority's needs. This evolution, if necessary, will be handled in collaboration with the contractor.

All reports/deliverables foreseen to be provided by the tenderer to eu-LISA should be submitted as "final requesting for approval", the latest by the actual submission deadline. Eu-LISA will have ten (10) working days to review the deliverables and provide any comments/suggestions for changes, etc. Then the tenderer will have ten (10) more working days to provide any arguments/explanations on these comments, in order to make the document "final" and submit it for final approval/acceptance.

¹ Currently, via E-mail in an MS-Excel file format. The format may be changed, if needed.

11. SERVICE MEETINGS

On request of the contracting authority or the contractor, follow-up meetings between the contracting authority's service manager / contract manager and the contractor's contract manager / contact person will take place at the contracting authority's premises (in Brussels (Belgium), Strasbourg (France) or Tallinn (Estonia)) or through videoconference..

The meetings will be held monthly, quarterly or annually depending on the volume of the activities.

When necessary, special meetings on a particular subject related to the execution of the contract will be requested by the contracting authority or the contractor.

12. RISK AND PROBLEM MANAGEMENT

The contractor shall report it to the contracting authority service manager when any risk of technical nature is identified that may compromise the delivery of the service. If the identified risks are of financial or contractual nature, the contractor shall report to the contracting authority management.

Examples of risks/issues are:

- Lack of staff resources for the execution of the contract.
- Lack of correct infrastructure for the execution of the contract.
- Lack of security.
- Lack of knowledge or experience in specific domains.
- Contractual problems with partners or subcontractors.
- Change in the ownership or business activities of the company.
- Request not conforming to the contract.
- Request procedure not followed.
- Non availability of the person at the start of the specific contact.
- Planned absence during the execution of the contract.
- Necessary replacement.
- Expected delivery delays.
- Necessary infrastructure not available.
- Sub-tasks not conform to the specific contract.

For each risk/issue identified, the contractor shall inform the contracting authority of the strategy, actions or contingency plan he will put in place.

If a service management problem occurs (for example, no response to the requests, incorrect reporting, leaving of staff, delays in invoicing), the contractor shall report to the contracting authority about the measures he will put in place to solve the problem (including the delays). The contracting authority will monitor the progress made by the contractor.

Non respect of service performance quality will be treated as problems monitored by the contracting authority with the contractor.

13. MEASURES IN CASE OF UNDERPERFORMANCE

The contracting authority may, at its own discretion, take corrective measures in order to ensure that contractors submit a minimum number of compliant offers during a given time period.

For this purpose the contracting authority may at any time activate the control mechanism described hereunder. The contracting authority will communicate to the respective contractors the start of activation of this mechanism in due time. The relevant checks will be performed every 6 months counting from the date of activation.

All framework contracts of a lot will be analysed during the same period and the contracting authority will inform the contractors on their own results. The contracting authority may suspend the application of this measure at any time:

Without prejudice to the framework contract and other SLA provisions, if during a 6 month period, the contractor has not replied or proposed compliant offers to a minimum of 50% of new requests (extensions excluded) in total and for each profile of the lot, the contracting authority may exclude the contractor concerned from the cascade mechanism for a period of 3 months for the 1st breach, 6 months for the 2nd and successive breaches.

For Time & Means mode: a compliant offer corresponds to timely submission CVs of profiles who are available and fulfil at least the requirements of the requested profile included in Annex 1.

For Quoted Time & Means and Fixed Price modes: a compliant offer corresponds to timely submission of offers fulfilling the technical specifications in the request.

Please note that this minimum threshold of 50% will apply only if there were having at least 10 new requests during the corresponding measurement period and the cases where there was conflict of interest will not be counted.

The exclusion from the cascade means that the contractor will be prevented from receiving any new request for all profiles during the period concerned. The new requests will be addressed to the other contractors in the cascade in the applicable order. This period of exclusion is limited to new requests. The contractor excluded from the cascade could still receive requests for extensions of ongoing specific contracts or for replacements of staff under a given specific contract

Attachment 1 – Monthly Indicative Report Forms

| | |
|-------------------------------|--|
| Framework Contract N°: | Date sent: |
| – LOT N° | Report for Month: |
| Contractor: | Contact Person: Name: Phone: Fax: E-mail: |

Request processing
The requests must be entered in the order of their reception. Enter only one row for each request (and if necessary complete missing information in the next report)
The columns marked (RF) can be filled-in upon reception of the Request Form.

| Request ID | New request or Extension (indicate "new" or "ext" with reference of initial request) | Request date (dd/mm/yy) | Order type: 1 = Time & Means, 2 = Fixed Price, 3 = Quoted Time & Means | Receipt date (dd/mm/yy) | Confirmation sent to contracting authority (dd/mm/yy) | Y/N date (dd/mm/yy specified in Request Form) | Y/N sent to contracting authority (dd/mm/yy) | Proposal date (dd/mm/yy specified in Request Form) | Proposal sent to contracting authority (dd/mm/yy) |
|------------|--|----------------------------|---|-------------------------|---|--|--|---|---|
| (RF) | (RF) | (RF) | (RF) | (RF) | | (RF) | | (RF) | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Request history for Time & Means orders

Enter one row for each person that has been proposed for working on the contract. Update the report when the status changes.
 If the status of the request is such that no persons have been proposed, enter one row leaving the “Name of person proposed” and “Staff type” columns empty.

| Request ID | The contracting authority | | Date Request Form received (dd/mm/yy) | Location of delivery | Status | Name of person proposed ("surname, first name") | Name of employer | Profile | Total number of days (for each person) | Staff type |
|------------|---------------------------|--|---------------------------------------|----------------------|---|---|------------------|---------|--|--|
| | | 1= new request 2= Extension of a previous request | 1 = , 2 = | | 1 = acknowledged receipt, 2 = willing to make a proposal, 3 = declined to make a proposal, 4 = candidate(s) proposed, 5 = candidate accepted, 6 = candidate not accepted, 7 = Request Form withdrawn, 8 = unknown or other status. | | | | | 1 = Permanent staff, 2 = Non-Permanent staff. |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

Request history for Fixed Price orders

Enter one row for each request. Update the report when the status changes.

If the status of the request is such that no offer has been proposed, enter one row leaving the “Name of project manager” and “Staff type” columns empty.

| Request ID | | Type 1 = new request 2= Extension of a previous request | Date Request Form received (dd/mm/yy) | Location of delivery 1 =, 2 = | Status 1 = acknowleed receipt, 2 = willing to make a proposal, 3 = declined to make a proposal, 4 = proposal not accepted, 5 = proposal accepted, 7 = Request Form withdrawn , 8 = unknown or other status. | Name of the company leading the offer | Name of subcontractor (if applicable) |
|------------|--|---|---|---|--|--|--|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Request history for Quoted Time & Means orders
 Enter one row for each profile mentioned in the contract. Update the report when the status changes.

| Request ID | Type | Date Request Form received (dd/mm/yy) | Location of delivery | Status | Profile | Total number of days | Name of the company leading the offer | Name of subcontractor (if applicable) |
|------------|--|---------------------------------------|----------------------|--|---------|----------------------|---------------------------------------|---------------------------------------|
| | 1 = new request 2 = Extension of a previous request | | 1 =, 2 =, | 1 = acknowledged receipt, 2 = willing to make a proposal, 3 = declined to make a proposal, 4 = proposal not accepted, 5 = proposal accepted, 7 = Request Form withdrawn 8 = unknown or other status. | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Specific Contracts for Time & Means orders

Enter one row for each person related to the Specific Contract. **The status and the number of days performed must be updated each month.** If a person is replaced a new line has to be added for the new person.

| Request ID | Specific Contract number | date of signature | Location of delivery 1= 2= | Type 1 = new 2 = extension | Status 1 = started without known issues or problems, 2 = person not available at start of the contract, 3 = person left and not yet replaced, 4 = request for replacement for this person, 5= replacement person, 6 = other issues or problems, 7 = finished. | Name of person working on the contract ("surname, first name") | Name of employer | Profile | Number of days | Number of days performed |
|------------|--------------------------|-------------------|----------------------------------|----------------------------------|--|---|------------------|---------|----------------|--------------------------|
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

Specific Contracts for Fixed Price orders

Enter one row for each Specific Contract. The status must be updated to reflect the reality.

| Request ID | Specific Contract number | date of signature | Location of delivery | Status | Name of the company leading the project | Name of subcontractor (if applicable) |
|------------|--------------------------|-------------------|----------------------|---|---|---------------------------------------|
| | | | 1 = 2 = | 1 = started (specify the date), 2 = finished (specify the date), 3 = partially accepted (at least one deliverable has been accepted) 4 = fully accepted (all deliverables accepted) 5 = known issues or problems (specify). | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Specific Contracts for Quoted Time & Means orders

Enter one row for each Specific Contract. The status must be updated to reflect the reality.

| Request ID | Specific Contract number | date of signature | Location of delivery | Status | Profiles with total number of days | Name of the company leading the project | Name of subcontractor (if applicable) |
|------------|--------------------------|-------------------|----------------------|---|------------------------------------|---|---------------------------------------|
| | | | 1 =, 2 = | 0 = signed, but not yet started 1 = started (specify the date for the first sub-task), 2 = finished (specify the date), 3 = partially accepted (at least one sub-task has been accepted) 4 = fully accepted all deliverables accepted) 5 = known issues or problems (specify). | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Requests and offers summary

Give cumulate value from the start of the contract. Each line corresponds to the requests received during a month and the columns should be updated afterwards to take into account the results of the proposals in progress

| Year/Month | Number of requests received | Number of proposals accepted by the contracting authority | Number of proposals declined by the Contractor | Number of proposals refused by the contracting authority | Number of requests withdrawn by the contracting authority | Number of proposals in Progress | Number of proposals with unknown status |
|------------|-----------------------------|---|--|--|---|---------------------------------|---|
| | | | | | | | |
| | | | | | | | |

New Specific Contracts

Give the values related to each month

| Year/Month | Number of new Specific Contracts | Number of time & means contracts | Number of quoted time & means contracts | Number of fixed price contracts | Number of Subcontracting | Number of staff working in time & means |
|------------|----------------------------------|----------------------------------|---|---------------------------------|--------------------------|---|
| | | | | | | |
| | | | | | | |

Specific Contracts in progress

Give the figures at the end of the month

| Year / Month | Number of Specific Contracts in progress | Number of time & means in progress | Number of quoted time & means in progress | Number of fixed price in progress | Number of subcontracting | Number of staff working in time & means | Number of replacements (in time & means) | Number of Specific Contracts finished during the month |
|--------------|--|------------------------------------|---|-----------------------------------|--------------------------|---|--|--|
| | | | | | | | | |
| | | | | | | | | |

Attachment 2 – Request Form “Time and Means”

REQUEST FORM
Time & Means (TM)

| | |
|------------------------------|-------|
| Request Form ID | ..... |
| Framework Contract N° | ..... |
| Lot N° | ..... |

| | | |
|-----------|-----------------------|-----------------|
| To | Contractor: | Phone n°: |
| | Contact person: | FAX n°: |
| | | email: |

| | |
|--|-------------------------|
| <i>Description of required service</i> (reference to attached Technical Annex): | |
| Subject: | |
| General requirements / information: | |
| Profile: | N° of days: |
| <input type="checkbox"/> level ... with specific expertise in | |
| Profile: | N° of days: |
| <input type="checkbox"/> level ... with specific expertise in | |
| Expected start date: | |
| Place of delivery: | |
| Y/N date : | (dd/mm/yy) |
| Proposal date (candidate list date) : | (dd/mm/yy) |

| | | |
|-------------|----------------------------|-----------------|
| From | The contracting authority. | Phone n°: |
| | Contact person: | FAX n°: |
| | | email :..... |
| | Signature: | Date : |

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 contracting authority, has been received by you.

Attachment 3 – Request Form “Quoted Time and Means”

REQUEST FORM
Quoted Time & Means (QTM)

| | |
|------------------------------|-------|
| Request Form ID | ..... |
| Framework Contract N° | ..... |
| Lot N° | ..... |

| | | |
|-----------|-----------------------|-----------------|
| To | Contractor: | Phone n°: |
| | Contact person: | FAX n°: |
| | | email: |

| | |
|--|-------------------------|
| <i>Description of required service</i> (reference to attached Technical Annex): | |
| Subject: | |
| General requirements / information: | |
| Total number of days (mandatory): | |
| Profile(s) (optional): | |
| Profile: | N° of days: |
| <input type="checkbox"/> level ... with specific expertise in | |
| Profile: | N° of days: |
| <input type="checkbox"/> level ... with specific expertise in | |
| Expected start date: | |
| Place of delivery: | |
| Y/N date : | (dd/mm/yy) |
| Proposal date : | (dd/mm/yy) |

| | | |
|-------------|---------------------------|-----------------|
| From | The contracting authority | Phone n°: |
| | Contact person: | FAX n°: |
| | | email :..... |
| | Signature: | Date : |

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 contracting authority, has been received by you.

Attachment 4 – Request Form “Fixed Price”

REQUEST FORM

Fixed Price (FP)

| | |
|------------------------------|-------|
| Request Form ID | ..... |
| Framework Contract N° | ..... |
| Lot N° | ..... |

| | | |
|-----------|-----------------------|-----------------|
| To | Contractor: | Phone n°: |
| | Contact person: | FAX n°: |
| | | email: |

| | |
|---|------------------|
| <i>Description of required service</i> (reference to attached Technical Annex): Subject: | |
| General requirements / information: | |
| Expected start date: | |
| Delay for delivery (e.g. in weeks): | |
| Place of delivery: | |
| Y/N date : | (dd/mm/yy) |
| Expected proposal date (optional) : | (dd/mm/yy) |

| | | |
|-------------|-----------------------|-----------------|
| From | eu-LIS | Phone n°: |
| | Contact person: | FAX n°: |
| | | email :..... |
| | Signature: | Date : |

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 contracting authority, has been received by you.

Attachment 5 – Proposal Acceptance / Refusal Form

PROPOSAL ACCEPTANCE / REFUSAL

| | |
|--------------------------------|---|
| Request Form ID | ..... |
| Framework Contract N° | ..... |
| Lot N° | ..... |
| Your proposal reference | ..... |
| To | Contractor: Phone n°: Contact person: FAX n°: Email:..... |
| Your offer is | <input type="checkbox"/> Accepted and will be used for the establishment of a Specific Contract <i>(for a T&M mention the name and the number of days)</i> Comments: Please send your formal offer before |
| | <input type="checkbox"/> Refused, for following reasons (reference to document attached): |
| From | The contracting authority Phone n°: Contact person: FAX n°: Signature: Email:..... Date (dd/mm/yy): |

We wish to remind you that an offer acceptance does not constitute any firm order until such time as a contractual document, signed by the contracting authority, has been received by you.

Attachment 6 – Extension Form “Time and Means”

EXTENSION FORM
Time & Means (TM)

| | | | | | | | | | |
|---|---|---------------------------|-----------------|------------------------|---------------|------------------|--------------|--|------------------------|
| Extension of Specific Contract Nr: | | | | | | | | | |
| Extension Nr (1, 2, 3 etc.): | | | | | | | | | |
| Framework Contract N°: | | | | | | | | | |
| Lot N°: | | | | | | | | | |
| Initial Request ID: | | | | | | | | | |
| Name of the person : | | | | | | | | | |
| To | <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Contractor:</td> <td>Phone n°:</td> </tr> <tr> <td>Contact person:</td> <td>FAX n°:</td> </tr> <tr> <td></td> <td>Email:</td> </tr> </table> | Contractor: | Phone n°: | Contact person: | FAX n°: | | Email: | | |
| Contractor: | Phone n°: | | | | | | | | |
| Contact person: | FAX n°: | | | | | | | | |
| | Email: | | | | | | | | |
| <u>Description of the extension</u> | | | | | | | | | |
| Number of days on the new Specific Contract : ... days | | | | | | | | | |
| To specify : | | | | | | | | | |
| - <i>New technical annex (in line with the initial request) <u>or</u></i> | | | | | | | | | |
| - <i>The terms are those specified in the initial request form and are therefore not subject to modification.</i> | | | | | | | | | |
| Remaining days before the current extension | | | | | | | | | |
| Send your offer before : | | | | | | | | | |
| From | <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">The contracting authority</td> <td>Phone n°:</td> </tr> <tr> <td>Contact person:</td> <td>FAX n°:</td> </tr> <tr> <td>Signature:</td> <td>Email:</td> </tr> <tr> <td></td> <td>Date (dd/mm/yy):</td> </tr> </table> | The contracting authority | Phone n°: | Contact person: | FAX n°: | Signature: | Email: | | Date (dd/mm/yy): |
| The contracting authority | Phone n°: | | | | | | | | |
| Contact person: | FAX n°: | | | | | | | | |
| Signature: | Email: | | | | | | | | |
| | Date (dd/mm/yy): | | | | | | | | |

We wish to remind you that an offer acceptance does not constitute any firm order until such time as a contractual document, signed by the contracting authority, has been received by you.

Attachment 7 – Extension Form “Quoted Time and Means”

Attachment 8 – Extension Form “Fixed Price”

EXTENSION FORM
Fixed Price (FP)

| | |
|---|-------|
| Extension of Specific Contract Nr: | ..... |
| Extension Nr (1, 2, 3 etc.): | ..... |
| Framework Contract N°: | ..... |
| Lot N°: | ..... |
| Initial Request ID: | ..... |

| | | |
|-----------|------------------------|-----------|
| To | Contractor: | Phone n°: |
| | Contact person: | FAX n°: |
| | | Email: |

| | |
|---|-------|
| <u>Description of the extension</u> | |
| Contents: | |
| To specify : - <i>New technical annex (in line with the initial request) <u>or</u></i> - <i>The terms are those specified in the initial request form and are therefore not subject to modification.</i> | |
| Send your offer before : | ..... |

| | | |
|-------------|---------------------------|------------------------|
| From | The contracting authority | Phone n°: |
| | Contact person: | FAX n°: |
| | Signature: | Email:..... |
| | | Date (dd/mm/yy): |

We wish to remind you that an offer acceptance does not constitute any firm order until such time as a contractual document, signed by the contracting authority, has been received by you.