

**Provision of maintenance and development services for the IT
applications of the Agency for the Cooperation of Energy
Regulators**

Single Framework Contract

TENDER SPECIFICATIONS

OPEN CALL FOR TENDERS

ACER/OP/ADMIN/07/2016

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1. Title of the invitation to tender

Provision of maintenance, support and development services for the IT applications of the Agency for the Cooperation of Energy Regulators, tender no. ACER/OP/ADMIN/07/2016.
The tender is divided into two (2) lots:

- Lot 1: Maintenance, support and development services for the SharePoint applications.
- Lot 2: Maintenance, support and development services for the Java/PHP applications.

Tenderers may submit offers for one or both lots. Tenderers wishing to apply for more than one lot must submit a separate tender for each lot.

2. Background information

2.1. The Agency

The Agency for the Cooperation of Energy Regulators ('the Agency') is a European Union body, established in 2009 by Regulation (EC) No 713/2009¹ and operational since 2010. Based in Ljubljana, Slovenia, the Agency is central to the liberalisation of the EU's electricity and natural gas markets.

The Agency works towards a competitive, sustainable, secure and transparent Internal Energy Market for the benefit of all consumers in the European Union (EU). Its overall mission is to assist National Regulatory Authorities (NRAs) to perform their duties at the EU level and to coordinate their actions whenever necessary. The Agency thus cooperates closely with NRAs, but also with EU institutions, European associations of stakeholders and market participants, especially the European Networks of Transmission System Operators (ENTSOs), to deliver a series of instruments for the completion of a single EU energy market.

The main areas on which the Agency's activities focus are:

- supporting the European market integration: this is mainly done through the development of common network and market rules, as well as through the coordination of regional initiatives which are concrete efforts from market participants to work towards greater integration;
- advising the EU institutions on trans-European energy infrastructure issues: the Agency issues opinions on the ten-year network development plans with a view to making sure that these are in line with the priorities set at EU level. Additional tasks in this area have been assigned to the Agency by Regulation (EU) No 347/2013² on guidelines for trans-European energy infrastructure;
- energy market monitoring: the Agency has a general mission in terms of market monitoring at the EU level and has, since the end of 2011, a very specific responsibility when it comes to monitoring wholesale energy trading under Regulation (EU) No 1227/2011³ on wholesale energy market integrity and transparency ('REMIT').

More information on the Agency can be found on its website: www.acer.europa.eu.

¹Regulation (EC) No 713/2009 of the European Parliament and of the Council of 13 July 2009 establishing the Agency for the Cooperation of Energy Regulators, OJ L 211/1, 14.8.2009.

² Regulation (EC) No 347/2013 of the European Parliament and of the Council of 17 April 2013 on guidelines for trans-European energy infrastructure and repealing Decision No 1364/2006/EC and amending Regulations (EC) No 713/2009, (EC) No 714/2009 and (EC) No 715/2009, OJ L 115, 25.04.2013, p.39.

³ Regulation (EU) No 1227/2011 of the European Parliament and the Council on wholesale energy market integrity and transparency, OJ L 326, 08.12.2011, p.1

2.2. The Agency's IT applications

2.2.1. LOT 1: Maintenance, support and development services for the SharePoint applications

The Agency's SharePoint applications mainly cover internal procedures in the fields of:

- HR management,
- Finance management,
- IT helpdesk,
- Transports management,
- Library management,
- Events management,
- Documents repository management,
- Mission management,
- Contracts management including contracts and Memoranda of Understanding.

The Agency's IT applications are based on the following existing standard infrastructure:

- Clients: based on Windows 7 Enterprise Edition, with Office 2013 Standard Edition; Internet Explorer 11.
- Networking: based on LAN and WAN technologies (TCP/IP Based), CISCO Routers, Switches and VPN; with access to the applications.
- Servers: based on Windows 2008 R2, Active Directory Domain.
- The actual IT applications of the Agency are based on Microsoft SharePoint 2010, SharePoint designer 2010, SQL server 2008 R2, InfoPath 2010.
- The Agency's IT staff have already skills in the area of SharePoint and InfoPath, and all the applications were developed internally.

2.2.2. LOT 2: Maintenance, support and development services for the Java/PHP applications

The Agency's Java/PHP applications mainly cover external and internal procedures in the fields of:

- External processes and facts monitoring, including infrastructure projects and network codes,
- Reporting performed by external stakeholders,
- Data exchange between the Agency and external stakeholders,
- Surveying external stakeholders,
- Data analysis and aggregation by Agency staff.

The Agency's IT applications are based on the following existing standard infrastructure:

- Clients:
 - Any web browser,
 - running on any operating system (Windows, OS X, Linux/Unix),
 - accessing through public Internet,
- Applications:
 - Built on top of open source technologies including Java, PHP, HTML/CSS/JavaScript,
 - running on internal or external (cloud) servers,
 - developed by the Agency staff and external consultants.

2.3. The main target audience

2.3.1. LOT 1: Maintenance, support and development services for the SharePoint applications

The main target audience for the Agency's SharePoint applications is the Agency staff and external parties related to the Agency (NRAs, contractors, etc.). There could also be cases where the target audience is the public.

2.3.2. LOT 2: Maintenance, support and development services for the Java/PHP applications

The main target audience for the Agency's Java/PHP applications is external stakeholders (i.e. NRAs, Transmission System Operators for Gas, Transmission System Operators for Electricity, European Network of Transmission System Operators for Gas (ENTSO-G), European Network of Transmission System Operators for Electricity (ENTSO-E), project promoters, etc. A second group consists of the Agency staff.

2.4. Architecture

2.4.1. LOT 1: Maintenance, support and development services for the SharePoint applications

The Agency's SharePoint applications are a vital part of the Agency's IT software, since they facilitate a smooth and transparent cooperation among all involved departments and their staff.

In 2011 the Agency took the strategic decision to base the majority of IT applications on Microsoft SharePoint 2010 and started to develop the applications internally

The vast majority of the existing Agency's web-based applications are developed on SharePoint 2010, InfoPath web forms, which also include workflows, lists, document libraries and other built-in functionalities.

All the tools are built under the concept WYSIWYG with InfoPath and SharePoint designer.

User authentication is based on active Directory Single Sign-On.

SharePoint 2010 used by the Agency is a single repository of data, which is re-used among several tools.

2.4.2. LOT 2: Maintenance, support and development services for the Java/PHP applications

The Agency's Java/PHP applications are designed to facilitate interaction with external stakeholders. In particular, the aim of these applications is to collect data and information related to processes and facts performed and/or provided by these stakeholders. The applications are used to collect and analyse data provided by the Agency's stakeholders (e.g. project progress reporting) or collected by the Agency (e.g. network codes implementation surveys). The applications are designed to provide Agency staff with appropriate interfaces and reporting tools permitting effective analysis and interpretation of collected data.

The Agency's applications are built to comply with open software paradigm and are using open technologies based on MySQL database, Java language and/or a set of web technologies including PHP language and web interfaces based on HTML/CSS/JavaScript. The web applications are run in Apache web server or within Tomcat Servlet Container.

The applications are designed to perform machine-to-machine communication through service-oriented architecture protocols, including SOAP (Simple Object Access Protocol) and REST (Representational State Transfer Protocol).

3. OBJECTIVES OF THE CONTRACT

The Agency intends to enter into one or more Framework Contracts (hereinafter referred as the 'FWC') according to which the Contractor(s) shall provide the Agency with maintenance, support and development services for the IT applications with the aim to create, manage and further improve the Agency's IT applications which represent a vital electronic process for the performance of Agency's tasks and to strengthen its overall communication and cooperation with its target audiences at any level.

4. DESCRIPTION OF SERVICES

For each lot separately, the selected Contractor(s) (hereinafter referred as the "the Contractor") shall be able to provide support (including general administrative support), maintenance (i.e. corrective, preventive, evolutive), a graphical and functional design of the applications as well as development services for the IT applications of the Agency.

4.1. LOT 1: Maintenance, support and development services for the SharePoint applications

The scope of any specific contract(s) may include one or more of the following tasks, but not limited to these only:

- Development of web based solutions (new applications);
- Maintenance and support of existing IT applications and systems (i.e. corrective, preventive and evolutive);
- System administration;
- Workflow design.

Where needed and necessary, it is the responsibility of the Agency to provide the business logic for the newly implemented features and applications.

The tasks mentioned above are described in detail below.

4.1.1. Development of web based solutions

The development activities carried out by the Contractor(s) shall include deployment of software solutions which aim at addressing a specific need for existing or new Agency's IT applications. The provided software must take into consideration specific needs of the target/audience groups, in order to serve/intercept specific information or/and specific interactive forms which are needed by the Agency's automated working activities.

The Agency shall provide all details related to the design and business logic of all components. The provided web based solutions shall be fully incorporated in the existing environment.

When providing development services, the Contractor shall be responsible to take over the existing system, integrate the existing functionalities, and, together with the inputs provided by the Agency, deliver consistent development projects. All provided web-based solution developments must be properly tested by the Contractor and by the Agency and must provide error-free functionalities, together with acceptable performances.

All developed applications when deployed shall be accompanied by a detailed documentation (e.g. technical documentation, user manuals) and the source codes.

4.1.2. Maintenance and support of IT applications and systems

The Contractor shall provide:

- i) Maintenance of all functionalities in the Agency's IT applications.
- ii) Upon a written request by the Agency a replacement with an alternative, but equivalent functionality (both from a graphical and functional perspective). The replacement shall be implemented within two (2) weeks from the day the request was issued.
- iii) Help desk (i.e. a Single Point of Contact – SPOC) support which will be able to provide assistance to the Agency in the event of an unexpected behaviour and therefore allow for an appropriate and timely reaction by the Contractor. In the scope of these activities, the Contractor shall provide support on all artefacts which are available for use in the Agency's architecture as described in point 2.4.

The minimum requirements for the technical support reaction time, which can be request via e-mail and/or by phone, are as follows:

- Four (4) hours for a low level request (a request involving a maximum of 1 hour of work for a programmer or a system administrator);
- Twenty-four (24) hours for a medium complex request (a request that requires a minimum of 1 hour to a maximum of one (1) working day for a programmer or a system administrator);
- Three (3) working days for complex requests (a request which asks the work of at least two (2) working day for a programmer or a system administrator).

4.1.3. System administration

The activities concerning system administration will be detailed in the request for service(s) and shall include information on the platforms on which the activity will need to be performed.

The Contractor shall provide typical system administration services as listed below, but not limited to these only:

- Capacity planning and installation of new infrastructure and systems/subsystems in relation to the Agency's applications in order to assure performances and availability of the services.
- Monitoring of all infrastructures related to the Agency's applications in terms of performances and availability of the services.
- Migration to new versions of infrastructures and systems related to the Agency's applications in order to keep all infrastructures compliant with internal environment (i.e. Windows 2012, Client Windows 7) and to prevent obsolescence of products reaching the end-of-life phase (e.g. migration to SharePoint 2016, SQL server 2016, Windows Server 2012, or higher versions, etc.).

- Patching of the software infrastructure related to the Agency's applications in order to keep it compliant with existing product lifecycle maintenance schemas imposed by the software currently used by the Agency (i.e. Microsoft).
- Basic configuration of Microsoft SharePoint 2010, 2016 or higher versions.
- Basic configuration of Microsoft SQL Server 2008, 2016 or higher versions.

4.1.4. Workflow design

All Agency's applications currently in use have pre-defined workflows which follow the established business processes of the Agency.

The Contractor shall provide maintenance to the workflows in use.

In case the Agency changes an established business process or a part of it, the Contractor shall implement the new workflow or a part of it as defined and requested by the Agency.

4.2. LOT 2: Maintenance, support and development services for the Java/PHP applications

The scope of any specific contract(s) may include one or more of the following tasks, but not limited to these only:

- Development of new web based applications;
- Maintenance of developed web based applications;
- Upgrading and evolution of web based applications.

Where needed and necessary, it is the responsibility of the Agency to provide the business logic for new implemented features and applications.

The tasks mentioned above are described in detail below.

4.2.1. Development of new web based solutions

The development activities carried out by the Contractor shall include development and deployment of software solutions which aim at addressing specific needs for new Agency's IT applications. The provided software must take into consideration specific needs of the target/audience groups, in order to serve/intercept specific information or/and specific interactive forms which are needed by the Agency's automated working activities.

The applications need to be integrated with the already existing Agency services, e.g. user authentication through the Agency's directory service (Lightweight Directory Access Protocol – (LDAP)) or PHP-based common application interface portal being a one-entry point to all internal Agency applications.

All developed applications must be properly tested by the Contractor and by the Agency and must provide error-free functionalities, together with acceptable performances.

All developed applications when deployed shall be accompanied by a detailed documentation (e.g. technical documentation, user manuals) and the source codes of all modules and libraries used.

4.2.2. Maintenance of developed web based applications

The Contractor shall provide maintenance of all developed applications ensuring error-free operation.

The Contractor shall also provide a help desk (i.e. a Single Point of Contact – SPOC) support which will be able to provide assistance to the Agency in the event of an unexpected behaviour and therefore allow for an appropriate and timely reaction by the Contractor.

The minimum requirements for the technical support reaction time, which can be request via e-mail and/or by phone, are as follows:

- Four (4) hours for a low level request (a request involving a maximum of 1 hour of work for a programmer or a system administrator);
- Twenty four (24) hours for:
 - a medium complex request (a request that requires a minimum of 1 hour to a maximum of one (1) working day for a programmer or a system administrator); or
 - a request concerning a recovery from critical errors preventing use of maintained application;
- Three (3) working days for complex requests (a request which asks the work of at least two (2) working day for a programmer or a system administrator).

4.2.3. Upgrading and evolution of web based applications

The Contractor shall provide developments supporting application upgrades and continuous evolution of developed applications in terms of new functionalities and user interface improvements.

5. PARTICIPATION IN THE CALL FOR TENDER

Participation in the Agency's procurement procedure is open on equal terms to all natural and legal persons or groupings of such persons (consortia) falling within the scope of the Treaties. It includes all economic operators registered in the EU and all EU citizens.

Pursuant to Article 119 of the Financial Regulation⁴, the participation is also open to all natural and legal persons from non-EU countries that have a ratified agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. The Agency can therefore accept offers from and sign contracts with tenderers from 36 countries, namely: the 28 EU Member States, 3 European Economic Area (EEA) Countries (Lichtenstein, Norway, Iceland) and 5 Stabilisation and Associations Agreements (SAA) Countries (the Former Yugoslav Republic of Macedonia, Albania, Montenegro, Serbia and Bosnia and Herzegovina). The Agency's procurement procedures are not open to tenderers from other countries covered by the Agreement on Government Procurement (GPA).

6. VARIANTS

No variants are permitted.

⁴ Regulation (EU, Euratom) No 1929/2015 of the European Parliament and of the Council of 30 October 2015 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 2462/2015 (OJ L 342, 29.12.2015, p. 1).

7. DURATION AND SIZE OF THE CONTRACT

The FWC(s) shall have an initial duration of two (2) years as from date of signature and may be renewed up to two (2) times, each time for an additional period of one (1) year. The total duration of the FWC(s) shall not exceed four (4) years. The Agency reserves the right to cancel the FWC(s) with the Contractor(s) whose services are deemed to be of a quality below the required standards and procedures.

The total maximum value of the services per lot for the total duration of the FWC(s) (up to four (4) years) is as follows:

- **For Lot 1:** Maintenance, support and development services for the SharePoint applications: 600,000.00 EUR, excluding VAT.

Specific contracts will not be signed once the budget is consumed.

- **For Lot 2:** Maintenance, support and development services for the Java/PHP applications: 960,000.00 EUR, excluding VAT.

Specific contracts will not be signed once the budget is consumed.

The estimated date for signature of the FWC(s) is October 2016.

8. DOCUMENTS AVAILABLE TO THE TENDERER

- Contract notice published in the Official Journal of the European Union (OJ EU) S 146 on 30.07.2016.
- Invitation to tender and annexes.
- Other documents, as mentioned in these tender specifications.

9. CONTRACTUAL FRAMEWORK

9.1. Type of contract

For each lot the services described above will be the subject of a single Framework Contract ('FWC').

The FWC(s) will lay down the legal, financial, administrative and technical conditions applicable throughout its period of validity, including price indexation.

The draft FWC is attached as Annex III to this invitation to tender. Signature of the FWC(s) does not commit the Agency to placing orders and does not give the Contractor(s) any exclusive rights regarding the services covered by the FWC(s). In any case, the Agency reserves the right, at any time during the validity of the FWC(s), to cease placing orders, without the Contractor(s) having the right to any compensation.

9.2. Ordering procedure

Ordering is the process through which the Agency acquires products and/or services. It starts with the request for services and ends with the signature of a specific contract. Specific contracts shall be used to order services under the FWC(s).

The Agency initiates the order process by issuing a request for services to the Contractor.

Within one (1) working day of a request for services being sent by the Agency to the Contractor, the Agency shall receive a notification from the Contractor confirming that the request has been received and is readable.

Within fifteen (15) working days of a request for services being sent by the Agency to the Contractor, the Agency shall receive an offer which shall include all the details as specified in the request for services, including the estimate of the resources to be allocated for its execution.

Within ten (10) working days of receiving the offer the Agency shall evaluate the compliance of the submitted offer and inform the Contractor whether the offer: (a) is accepted, (b) needs to be revised or (c) is rejected, providing details for options (b) and (c).

In case the offer needs to be revised, the Contractor shall have five (5) working days to revise the offer according to the Agency's guidelines and re-submit it to the Agency. The Agency shall inform the contractor within five (5) working days after receiving the revised offer whether the offer is accepted or rejected, providing reasons for the decision.

For each specific request, the Contractor will calculate his/her price on the basis of the prices quoted in the financial offer, Annex II to this invitation to tender (which forms an integral part of the FWC(s)).

Once the offer is accepted by the Agency, the Agency shall forward the specific contract ("the Contract") to the Contractor for signature.

Performance of the tasks starts from the date on which the Contract is signed by the last party.

In the event of failure to observe any of the above-mentioned deadlines or disagreement on the allocation of resources, the Contractor shall be considered unavailable.

The Contractor must work in close and regular cooperation with the responsible units within the Agency. The Contractor works under his/her own capacity and responsibility and does not represent the Agency. The Contractor's staff work under the instructions of the Contractor.

9.3. Changes in the team

For the specific contracts, changes or additions to the team initially proposed must be notified to the Agency in writing. The Agency will have the right to object to any changes of members of the team from those initially proposed. In case the original team is no longer available, the Agency will have the right to cancel a specific contract.

9.4. Joint tender

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Each legal entity of the group will be required to sign the FWC in case of award, and shall assume joint and several liability towards the contracting authority for the fulfilment of the terms and conditions of the FWC.

Any change in the composition of the group during the procurement procedure may lead to the rejection of the tender. Any change in the composition of the group after the signature of the FWC may lead to the termination of the FWC.

The group shall nominate one legal entity ("the leader") who will have full authority to bind the group and each of its members, and will be responsible for the administrative management of the FWC (invoicing, receiving payments, etc.) on behalf of all other entities.

9.5. Subcontracting

Special attention will be paid to the approach proposed by the Contractor for managing its subcontractors. Tenderers will be required to indicate the kind of work which they plan to subcontract and the name of any companies to which they are intending to subcontract part of the work.

In case of subcontracting the contractor shall retain full liability towards the contracting authority for implementation of the FWC.

Any change in subcontracting during the procurement procedure may lead to the rejection of the tender.

Any change in subcontracting after the signature of the FWC is permitted only with the prior written consent of the Agency and may lead to the termination of the contract.

10. CONTRACTORS' OBLIGATIONS

10.1. Employment law applicable to transfers of undertakings

Tenderers are reminded that their offer must be established in conformity with the applicable national and European employment legislation regarding the transfer of undertakings, and specifically Directive 2001/23/EC⁵ and its national implementing measures. In particular, the Contractor should take note of the provisions on safeguarding employees' rights in the event of a change of employer as a result of a legal transfer.

10.2. Copyright and other intellectual property rights

Copyright and other intellectual or industrial property rights and any other right of ownership related to the products provided and services performed by the Contractor will be vested in the Agency, except where one or more of these rights already exists.

The Contractor must specify any parts of the products provided and services performed that are covered by copyright or any other rights of ownership prior to the execution of each specific contract. The Contractor must confirm that it has obtained the authorisation of the holder of these rights to use these parts. Any costs arising from obtaining this authorisation will be borne by the Contractor and clearly identified on his invoice.

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

Should the title of the copyright or intellectual property rights belong to a third party, the Contractor shall guarantee that it has requested and obtained those third parties' written authorisation to grant a license or assign to the Agency their copyright or intellectual property rights to the extent necessary for performing the services under the FWC and the specific contracts, and to the extent where the results/works obtained under the FWC are to be re-used

⁵ Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or part of undertakings or businesses, OJ L 82 of 22.03.2001, p. 16.

in the context of another Agency's project/programme with another Contractor(s) working under a FWC or specific contracts. Costs will be covered by the Contractor.

This applies to all products, documentation, distribution media and methods.

If subcontractors are used, the Contractor will be required to obtain a guarantee from them on this point.

10.3. Confidentiality – personal data

While implementing the services, and especially when data is electronically processed, the Contractor shall respect the applicable legislation concerning data protection as stated in Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data,⁶ implemented at the Agency by Director Decision 2011-027 of 19 December 2011.

10.4. General security requirements

The Contractor shall comply with the security requirements derived from the EU legislation applicable at the time of the execution of the FWC(s).

The Contractor working at the Agency's premises shall conform to the Agency's internal security rules and policy. The Contractor may be required to replace immediately and without compensation any of the Contractor's staff working at the Agency's premises considered undesirable by the Agency, at its sole discretion. In addition, all Contractors' staff performing services at the Agency's premises shall comply with the requirements of the Agency's Business Continuity Plan. These requirements shall be provided to them upon their arrival at the Agency.

The security requirements for each specific request for services shall be described in the relevant specific contract.

The Contractor shall not move or remove any product, equipment or material whatsoever owned by the Agency or present at the Agency's premises without the Agency's express written approval. Each move or removal of a product, equipment or material whatsoever, shall be recorded in writing.

The Contractor shall take all the necessary measures and steps to ensure that the data and the magnetic media where products are or shall be stored are safely preserved. The services and products supplied shall not contain any mechanism (e.g. viruses) which could compromise a proper operation of the product in question or any other product owned by the Agency. The cost of repairing the damage caused by such a mechanism shall be borne solely by the selected Contractor.

The Contractor undertakes to inform the Agency in writing as soon as it has any knowledge of defaults in his products that might endanger the security of the configurations of which they form a part of. He shall immediately take any measures necessary to restore the security of the configurations and correct the defaults.

The Contractor shall ensure that all security precautions for each product and/or services are clearly spelled out in the relevant documentation supplied to the Agency.

⁶ OJ L 8/1, 12.1.2001

Should the Contractor, during the performance of the services which are the subject of the FWC, need remote access to Agency's internal IT resources from the external domain, he shall be requested to comply with the Agency's internal rules on practical and technical security for remote intervention. For this purpose, the Contractor may be requested to sign a specific agreement for remote intervention provided by the Agency.

The Agency may in exceptional cases, due to security reasons, ask the Contractor that his staff undergoes a security screening. This may apply to any specific contract.

The Contractor shall impose the security obligations stemming from the FWC, as well as from any specific contract upon any of its subcontractors and their staff performing tasks in the execution of the FWC.

The Agency reserves the right to conduct an external security and/or quality audit of the services that are subject of these procurement documents.

The Contractor shall allow regular checks, audits and supervision of the services provided to the Agency. The Agency shall decide on the frequency and scope of such checks, audits and supervision, as well as provide properly trained staff to perform them (e.g. Agency's staff, external contractors, etc.). The Contractor shall be notified at least ten (10) working days in advance that such a check, audit or supervision shall take place.

11. PLACE OF PERFORMANCE OF THE SERVICES AND WORKING HOURS

11.1. Place of work

The principle place of performance of the FWC shall be at the Contractor's premises (working *off-site*).

The principal place of performance of specific contract(s) shall depend on each specific contract and shall be indicated in the relevant request for services (the place may either be at the Agency's premises in Ljubljana, Slovenia or at the Contractor's premises).

In cases where the performance of a specific contract shall take place at the Agency's premises, this shall be considered as working *on-site*.

Working *on-site* includes also participation in meetings, presentations, etc. organised at the Agency's premises in Ljubljana, Slovenia

11.2. Meetings

Meetings between the Agency's staff and the Contractor shall take place at the Agency's premises in Ljubljana, Slovenia, and only exceptionally and with the agreement of the Agency, at the Contractor's premises.

If deemed appropriate and at the sole discretion of the Agency, meetings between the Agency and the Contractor could be organised using a video-conference system, telephone conferences and/or any other communication means.

Meetings between the Agency and third parties (NRAs, EU institutions and other stakeholders), to which the Contractor may be invited, will be mainly organised in Ljubljana, Slovenia, but may take place also in other EU Member States.

All meetings will be notified to the Contractor, by e-mail, in reasonable time and in any case at least five (5) calendar days prior to the meeting, or at least two (2) calendar days prior to the meeting if video/telephone conferencing systems are used. The Contractor shall confirm by e-mail the attendance to the meeting.

The Contractor shall prepare minutes of these meetings, indicating the participants, agenda, and main issues of discussion and action points.

Any expenses incurred by the Contractor within the framework of these meetings (i.e. travel costs, subsistence allowance or any other related costs) shall not be reimbursed separately by the Agency.

11.3. Normal working time of the Agency

The normal working time of the Agency is between 8:00 am and 20:00 with core hours from 9:30 to 12:00 and from 14:00 to 16:00.

The Agency's public holidays are published on the Agency's website and are updated yearly.

The information for the public holidays of the Agency in 2016 is available at:

http://www.acer.europa.eu/Official_documents/Director/Directors%20Decision/Director%20Decision%202015-22.pdf.

12. LANGUAGE

The working language of the Agency is English. All communication and all the required services must be provided in English. All meetings shall be held in English.

All documentation (e.g. reports, technical documentation, user manuals) must be provided in English in the highest drafting quality.

13. PAYMENT METHODS

Except where the specific contracts provides for otherwise, provisions related to payment are laid down in the draft FWC (Annex III to the Invitation to Tender). Payments will be made exclusive of VAT, as the Agency is exempt from all duties and taxes, including value added tax (VAT), under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. Invoice(s) presented by the Contractor must specify the amount(s) exclusive of VAT.

The services will be invoiced as follow:

- For specific contracts with the total value of less than **EUR 25,000**:

Payments shall be made after full delivery and approval of the report(s) by the Agency within 40 days from the receipt of the report(s) and the relevant invoice.

- For specific contracts with the total value of **EUR 25,000** or higher:

The Contractor may request an advance payment in the amount of 30% of the total price of the specific contract. The balance will be paid after full delivery and approval of the final report by the Agency within 40 days from the receipt of the final report and the relevant invoice.

14. PRICES

- The prices should be quoted in euro.
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union the Agency is exempt from all duties and taxes, including value added tax (VAT). VAT should be indicated separately and will not be taken into account when considering prices.
- The unit prices quoted must be firm and not subject to revision for the first year of the FWC. From the beginning of the second year prices may be revised upwards or downwards according to monetary union index of consumer prices (MUICP index) for Eurozone and the method laid down in the FWC.

The prices quoted shall be all inclusive and shall include, where relevant, the related services such as, for instance, initial set up, installation and basic configuration etc., and shall include any travel and/or subsistence expenses.

No expenses incurred in relation to the preparation of the offer will be reimbursed.

15. SUBMISSION OF TENDERS

The tenderer's offer should include:

- A. **A dated cover letter signed by the tenderer.**
- B. **A duly completed reference table** related to the exclusion and selection criteria (see Annex I.A of these tender specifications).
- C. **A duly filled in, signed and dated declaration on honour on exclusion criteria** listed in Section 16 of these tender specifications (form provided in Annex I.C to these tender specifications).
- D. All the **documents relating to the selection criteria** listed in Section 17 of these tender specifications.
- E. **The technical tender**, as described in Section 18 of these tender specifications;
- F. **The financial offer** based on the model in Annex II to the invitation to tender, signed and dated by the tenderer.

Tenders may be drafted in any of the official languages of the European Union.

The working language of the Agency is English.

In case the offer involves subcontracting or the tender is submitted by a consortium or grouping of service providers, the tender must contain additional information as specified in Sections 16 and 17 of these tender specifications.

16. EXCLUSION CRITERIA

Tenderers must prove that they are not in one of the situations giving rise to exclusion as described below, by providing the following information, evidence and documents with their offer.

16.1. Exclusion from participation (Article 106, Financial Regulation)

Tenderers shall be excluded from participation in this procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the EIB and international organisations;
- (d) they are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they or persons having powers of representation, decision-making or control over them have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;
- (f) they are subject to an administrative penalty referred to in Article 109(1).

16.2. Exclusion from award of contracts (Article 107, Financial Regulation)

The FWC shall not be awarded to tenderers who, during the procurement procedure for this FWC:

- (a) are subject to a conflict of interests.
- (b) are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the procurement procedure, or fail to supply that information.

Evidence

1. Tenderers shall provide a declaration on their honour, **duly signed** and **dated**, stating that they are not in one of the situations referred to in Articles 106 and 107 of the Financial Regulation, using the form provided in Annex I.C to these tender specifications.
2. The tenderer to whom the FWC is to be awarded shall provide, within a time-limit specified by the Contracting Authority and prior to the signature of the FWC, the following evidence in support of their declarations:

The contracting authority shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in points (a), (b) or (e) of Article 106(1) of the Financial Regulation, a **recent extract from the judicial record** or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. The contracting authority shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (a) or (d) of Article 106(1) of the Financial Regulation, a **recent certificate issued by the competent authority of the State concerned**.

The extract from the judicial record and administrative certificates can be regarded as recent if they are not more than one (1) year old starting from their issuing date and are still valid at the date of their request by the contracting authority.

Where the document or certificate referred to in the paragraph above is not issued in the country concerned and for the other cases of exclusion referred to in Article 106 of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

3. Depending on the national legislation of the country in which the tenderer is established, the documents referred to in the paragraph above shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

The Agency reserves the right to check the information provided by tenderers.

16.3. Tenders submitted by consortia or groups of service providers – tenders involving subcontracting

In the case of tenders submitted by consortia or groups of service providers, each of the economic operators involved in the tender must provide a dated and signed declaration on honour, based on the model provided in Annex I.C to these tender specifications, confirming that none of the exclusion criteria for participation in or award of the FWC apply to them.

The tenderers proposed for award of the FWC must furnish, within the time-limit specified by the awarding authority and prior to the signature of the FWC, the evidence listed above, corroborating the declaration on their honour, in respect of each economic operator forming part of their consortium or group of service providers.

In the case of tenders involving subcontracting, the tenderer proposed for award of the FWC must furnish, within the time-limit specified by the awarding authority and prior to the signature of the FWC, the declaration on their honour and/or the evidence listed above regarding exclusion criteria for participation in or award of the FWC, in respect of each of the subcontractors in respect of whom the Agency requests such evidence.

The Agency reserves the right to check the information provided by tenderers.

17. SELECTION CRITERIA

Tenderers must demonstrate that they have the necessary economic, financial, technical and professional capacity to perform the tasks described in these tender specifications in accordance with the payment schedule specified in the draft FWC at Annex III to the Invitation to Tender.

Where the offer is submitted by a consortium or group of service-providers, the economic and financial capacity must be ascertained at the level of each economic operator forming part of the consortium or group. Technical and professional capacity may be ascertained at consortium or group level, or at the level of each member of the consortium or group.

Where the offer is submitted by a tenderer who intends to subcontract part of the tasks or entrust them to another economic operator, the subcontractors or economic operators involved must demonstrate that they have the requisite economic, financial, technical and professional capacity.

An economic operator may, if necessary and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links he has with them. He must in this case prove to the awarding authority that he will have at its disposal the resources necessary for the performance of the FWC, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

Tenderers must provide proof of their professional, economic, financial, and technical capacity by enclosing with their tender the following information and documents, accompanied by the reference table shown in Annex I.A to these tender specifications:

17.1. Legal capacity

FOR EACH LOT

- Duly completed and signed identification form (see Annex I.B to these tender specifications);
- Duly completed and signed financial identification form (see Annex I.D to these tender specifications) – the form can be downloaded from:
http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm
- Duly completed and signed legal entity form (see Annex I.E to these tender specifications) – the form can be downloaded from:
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm
- Certificate of enrolment on the professional or trade register in accordance with the legislation of the Member State in which the tenderer is established;

17.2. Economic and financial capacity

Evidence of financial and economic capacity must be provided by means of the following documents:

17.2.1. FOR LOT 1

- Evidence of valid professional risk insurance cover(s) concerning the services covered by the FWC with a detailed description of the covers and restrictions in English. The professional risk insurance cover shall have a limitation of **at least EUR 100,000 per claim**. The Contractor's professional risk insurance cover(s) shall remain valid for a period of twelve (12) months after the FWC expires or after the FWC is terminated.
- A statement of overall turnover and turnover concerning the services covered by the Contract during the last two (2) years. The turnover concerning the services covered by the Contract should amount to **at least EUR 300,000 per year for the last two (2) years**.

17.2.2. FOR LOT 2

- Evidence of valid professional risk insurance cover(s) concerning the services covered by the FWC with a detailed description of the covers and restrictions in English. The professional risk insurance cover shall have a limitation of **at least EUR 100,000 per claim**. The Contractor's professional risk insurance cover(s) shall remain valid for a period of twelve (12) months after the FWC expires or after the FWC is terminated.
- A statement of overall turnover and turnover concerning the services covered by the Contract during the last two (2) years. The turnover concerning the services covered by the Contract should amount to **at least EUR 480,000 per year the last two (2) years**.

17.3. Technical and professional capacity

Proof of the technical and professional capacity of the tenderers shall be furnished on the basis of the documents listed below (for joint applications, the capacities of all members of the joint application, including subcontractors, shall be taken into account).

The tenderer must prove that he/she fulfils the following criteria:

17.3.1. FOR LOT 1

17.3.1.1. The average annual manpower of at least 50 employees, excluding the managerial staff, over the last two (2) years.

Evidence to be provided: A statement of the average annual manpower, indicating separately the managerial staff, for the last two (2) years.

17.3.1.2. Provision of services of the type as requested in this tender for a total invoiced amount (i.e. total amount effectively invoiced to the customer(s)) of **at least EUR 300,000.00 in each of the years 2014 and 2015**.

Evidence to be provided: Name(s) of customer(s), a brief description of services undertaken, total financial volume of the contract(s) upon initial signature and total financial volume of the contract(s) effectively delivered (i.e. total amount effectively invoiced to the customers) in the years 2014 and 2015.

17.3.1.3. The team delivering the services shall include as a minimum at least two (2) experts for each profile as defined below. Each of the proposed experts must fulfil the minimum levels of qualifications and professional experience applicable for a respective profile as described below.

Each member of the proposed team must have the following minimum levels of qualification:

Minimum levels of qualification for the **Team Leader and project manager:**

- Completed university studies of at least three (3) years' duration attested by a diploma relevant to the scope of the services requested.
- At least five (5) years' professional experience in work related to the field of SharePoint projects (the professional experiences had to be gained after obtaining the required qualification).
- Excellent knowledge of English (at least C1 level according to the Common European Framework of Reference for Languages).
- Very good writing and communication skills.

Minimum levels of qualification for the **expert SharePoint Architect:**

- Completed university studies of at least three (3) years' duration attested by a diploma relevant to the scope of the services requested.
- At least five (5) years' professional experience in work related to the field of SharePoint Architecture implementation (the professional experiences had to be gained after obtaining the required qualification).
- A valid certification for Microsoft Certified SharePoint professional 2007 or later version (e.g. Microsoft Certified Solutions Expert SharePoint certification Certification, Microsoft Certified Professional Developer (MCPD) certifications, etc.).
- A good knowledge of English language (at least B2 level according to the Common European Framework of Reference for Languages).

Minimum levels of qualification for the **expert SharePoint Developer:**

- Completed university studies of at least three (3) years' duration attested by a diploma relevant to the scope of the services requested.
- At least three (3) years' professional experience covering at least half of the following fields: development experience in SharePoint Designer, InfoPath forms, Visual Studio, web parts, templates, and/or complex web applications based on ASP.NET/.NET framework and using functionalities of the Microsoft SharePoint 2010 platform (the professional experiences had to be gained after obtaining the required qualification).
- A valid certification for certification for Microsoft Certified SharePoint professional 2007 or later version (e.g. Microsoft Certified Solutions Expert SharePoint certification Certification, Microsoft Certified Professional Developer (MCPD) certifications, etc.).
- A good knowledge of English language (at least B2 level according to the Common European Framework of Reference for Languages).

Minimum levels of qualification for the **expert SharePoint Administrator:**

- Completed university studies of at least three (3) years' duration attested by a diploma relevant to the scope of the services requested.
- At least three (3) years' professional experience covering the following fields: system administration experience in Windows 2008/2012 systems (Internet Information Services (IIS) / Active Directory), Microsoft SharePoint 2010 and SQL Server (the professional experiences had to be gained after obtaining the required qualification).
- A good knowledge of English language (at least B2 level according to the Common European Framework of Reference for Languages).

Evidence to be provided: A detailed description of the human resources available for the performance of the work required, including subcontractors. The tenderer shall include Curricula Vitae (CVs)⁷ showing clearly their qualifications and professional experience within the relevant business area. The tenderer shall provide **at least two (2) CVs for each profile** as described below, clearly indicating the profile on each CV.

17.3.2. FOR LOT 2

17.3.2.1. The average annual manpower of at least 25 employees, excluding the managerial staff, over the last two years.

Evidence to be provided: A statement of the average annual manpower, indicating separately the managerial staff, for the last two (2) years.

17.3.2.2. Provision of services of the type as requested in this tender for a total invoiced amount (i.e. total amount effectively invoiced to the customer(s)) of **at least EUR 480,000.00 in each of the years 2014 and 2015.**

Evidence to be provided: Name(s) of customer(s), a brief description of services undertaken, total financial volume of the contract(s) upon initial signature and total financial volume of the contract(s) effectively delivered (i.e. total amount effectively invoiced to the customers) in the years 2014 and 2015.

17.3.2.3. The team delivering the services shall include, as a minimum, at least three (3) experts for each profile as defined below. Each of the proposed experts must fulfil the minimum levels of qualifications and professional experience applicable for a respective profile as described below.

Each member of the proposed team must have the following minimum levels of qualification:

Minimum levels of qualification for the **Team Leader and project manager:**

- Completed university studies of at least three (3) years' duration attested by a diploma relevant to the scope of the services requested.
- At least three (3) years' professional experience in a role of a team leader and project manager in projects related to software development.
- At least two (2) years' professional experience in software development.
- Excellent knowledge of English (at least C1 level according to the Common European Framework of Reference for Languages).

Minimum levels of qualification for the **expert Java Developer:**

- Completed university studies of at least three (3) years' duration attested by a diploma relevant to the scope of the services requested.
- At least five (5) years' professional experience in the work related to the field of Java development and more specifically with designing and building scalable applications in Core Java and experience with at least two of the following technologies:
 - o development frameworks (e.g. Spring, Hibernate),
 - o Java Enterprise Edition J2EE,
 - o service oriented architectures (SOAP, REST),
 - o integration technologies and frameworks like JSP, JSTL, JMS, JNDI, JDBC, JAXB, Maven, log4j and Junit.
- At least two (2) years' of professional experience in developing:

⁷ Preferably, in accordance with the European CV format:
<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

- systems with XML-related technologies such as XSD, XPath, XQuery, XSLT, etc.,
 - database applications based on MySQL or ORACLE RDBMS and
 - applications within Apache Tomcat servlet container architecture.
- A good knowledge of English language (at least B2 level according to the Common European Framework of Reference for Languages).

Minimum levels of qualification for the **expert PHP developer**:

- Completed university studies of at least three (3) years' duration attested by a diploma relevant to the scope of the services requested.
- At least five (5) years' professional experience related to the implementation of applications based on PHP language and with building dynamic web pages using HTML5, CSS3 and JavaScript.
- At least three (3) years' professional experience with at least two of the following technologies:
 - PHP-based Content Managements Systems,
 - Database applications and MySQL RDBMS,
 - MVC structure and frameworks,
 - LAMP architecture (Linux, Apache, MySQL, PHP).
- Within the five (5) years' professional experience at least two (2) years' professional experience with SOAP and REST technologies.
- A good knowledge of English language (at least B2 level according to the Common European Framework of Reference for Languages).

Minimum levels of qualification for the **expert Web Designer**:

- Completed university studies of at least three (3) years' duration attested by a diploma relevant to the scope of the services requested.
- At least five (5) years' professional experience related to building web-based applications based on HTML 5, CSS3, and JavaScript, including frameworks (e.g. Bootstrap, JQuery, AngularJS).
- At least two (2) years' professional experience with web applications interface design including UX, responsive design, usability testing.
- At least two (2) years' professional experience with interface graphical design, including knowledge of Adobe Creative.
- A good knowledge of English language (at least B2 level according to the Common European Framework of Reference for Languages).

Evidence to be provided: A detailed description of the human resources available for the performance of the work required under the Contract, including subcontractors. The tenderer shall include Curricula Vitae (CV) showing clearly their qualifications and professional experience within the relevant business area. The tenderer shall provide **at least three (3) CVs for each profile** as described below, clearly indicating the profile on each CV.

17.4. Subcontracting

FOR BOTH LOTS

For those tenders including subcontracting, the tenderer must submit:

- A declaration of the tenderer, duly signed and dated, stating clearly the identity and roles of the subcontractor(s) as well as the description of the quality control measures the tenderer intends to apply on the tasks to be carried out by (each of) the subcontractor(s).

- A letter of intent by (each of) the subcontractor(s), duly signed and dated, stating the unambiguous undertaking to collaborate with the tenderer if the latter wins the FWC and the extent of the resources that it will put at the tenderer's disposal for the performance of the FWC.

In the absence of subcontracting:

- A declaration of the tenderer, **duly signed and dated**, stating that he does not intend to subcontract and that he will inform the Agency about any change in this situation. The Agency reserves the right to judge if such change would be acceptable.

Offers involving subcontracting will be assessed as follows:

- Where the tenderer relies on the economic, financial, technical and professional capacity of the subcontractor(s) to meet the selection criteria, subcontractors shall be treated as if they were partners in a consortium or a group of companies for the purposes of the evaluation of the selection criteria, and therefore, they shall provide proof of economic, financial, technical and professional capacity as well.

17.5. Tenders submitted by a consortium or grouping of service providers

FOR BOTH LOTS

For those tenders submitted by a consortium or grouping of service providers, the tender must contain:

- A document stating clearly the composition and constitution of the grouping or similar entity (company/temporary association/...), or the legal form their cooperation will take, should they be awarded the FWC;
- A letter **dated and signed** by each member stating its commitment to execute the services in the tender clearly indicating its role, qualifications and experience;
- A document **dated and signed** by all members specifying the lead of the consortium or grouping of service providers and authorising the appointed lead of the consortium or grouping of service providers to submit the offer.

Joint tenders will be assessed as follows:

- The exclusion criteria will be assessed in relation to each company individually. The declaration on honour on exclusion criteria included in Annex I.C, duly signed and dated, stating that the tenderer is not in one of the exclusion situations, must be provided by each member of the consortium or the group.
- The selection criteria for technical and professional capacity will be assessed in relation to the consortium or group of companies as a whole.

Tenders which do not meet the exclusion and/or selection criteria will not be considered.

Tenderers who do not provide the documents required in these tender specifications with regard to the exclusion and/or selection criteria may be excluded.

The Agency will decide whether the substantiating documents provided constitute compliance with the exclusion and/or selection criteria.

18. TECHNICAL TENDER

Tenderers should include in their offer a technical tender detailing how they intend to perform the tasks covered by the FWC(s), in compliance with all the requirements of these tender specifications. Tenders that fail to comply with this requirement may be rejected.

The technical tender should not include any of the documents referred to under the exclusion and/or selection criteria, nor should it refer to matters already covered by the exclusion and/or selection criteria.

18.1. LOT 1: Support, maintenance and development services oriented to Microsoft SharePoint technologies

18.1.1. Operational methodology

- A description of online and offline communication channels and platforms.
- A proposal for the management plan for assessing operational health, predictability and accountability for all IT services covered under these tender specifications.
- A description of quality control measures and methodologies.

18.1.2. Project management methodology

- A description of how the tenderer allocates resources and ensures the availability of his staff (HR policy, resource selection methodology, personnel management).
- A description of how the tenderer deploys a typical development project for the SharePoint applications (analyse, plan, design, test, deploy) including timeline, resource planning and project management.
- A description of how the tenderer ensures proper quality of his services (benchmarking, auditing, measurement).
- A description of processes for submitting deliverables.
- A description of project management tools used.

18.1.3. Maintenance, support and system administration services

- A description of how the service desk support is organised and accessible to clients (e.g. response times, communication channels, rules and procedures, etc.).
- A description of technical support reaction time.
- A description of the service management methodology the tenderer has in place (i.e. ITIL) (e.g. according to the Information Technology Infrastructure Library (ITIL) framework (at least v.3) or similar).
- A description of a change request process with approvals workflow for corrective, preventive and/or evolutive maintenance of existing applications and systems.

18.1.4. Development of web based solutions for new applications

- A description of a development methodology (e.g. Agile or similar) and access to the development environment.
- A description of software and version control system.
- A description of quality assurance tests and performance indicators.
- A description of go-live process.

18.2. LOT 2: Support, maintenance and development services for the Java/PHP applications

18.2.1. Project Management

- A description of how the tenderer allocates resources and ensures the availability of his staff (HR policy, resource selection methodology, personnel management, project management methodologies used).
- A description of how the tenderer deploys a typical development project for the PHP based applications (analyse, plan, design, test, deploy) including technologies and frameworks used, timeline, resource planning and project management.
- A description of how the tenderer deploys a typical development project for the Java based applications (analyse, plan, design, test, deploy) including technologies and frameworks used, timeline, resource planning and project management.

18.2.2. Methodologies and quality controls measures

- A description of methodologies and quality controls measures used for the development of new web based applications.
- A description of methodologies and quality controls measures used for maintenance of developed web based applications.
- A description of methodologies and quality controls measures used for upgrading and evolution of web based applications

18.2.3. Support services

- A description of how the service desk support is organised and accessible to clients (e.g. response times, communication channels, rules and procedures, etc.).
- A description of how the support development team is organised and accessible to clients (e.g. response times, communication channels, rules and procedures, etc.).

19. AWARD CRITERIA

For each lot, the FWC will be awarded to the tender offering the best value for money on the basis of the criteria specified below.

19.1. Technical quality with 60 % weighting

19.1.1. FOR LOT 1

Tenders scoring less than 60 overall points will be excluded from further evaluation. Tenders scoring less than 60% of the points awarded for each of the single criterion will be excluded from further evaluation.

The technical quality criteria, their importance factor and system of scoring are presented in detail below:

No	Technical quality criteria	Maximum points available	Threshold
1.	Operational methodology: Completeness, relevance and comprehensiveness of the methodology described.	20.00	12.00
2.	Project management methodology: Capability to manage complex project according to standard methodologies and monitor service quality and efficiency of human resource allocation.	20.00	12.00
3.	Maintenance, support and system administration services: Completeness, availability, relevance, flexibility, adequacy and effectiveness of the services.	40.00	24.00
4.	Development of web based solutions for new applications: Relevance, completeness and capability of the development described.	20.00	12.00
	TOTAL	100.00	60.00

19.1.2. FOR LOT 2

Tenders scoring less than 60 overall points will be excluded from further evaluation. Tenders scoring less than 60% of the points awarded for each of the single criterion will be excluded from further evaluation.

The technical quality criteria, their importance factor and system of scoring are presented in detail below:

No	Technical quality criteria	Maximum points available	Threshold
1.	Project management: Capability to manage complex project according to standard methodologies and best practices and monitor service quality and efficiency of human resource allocation.	50.00	30.00
2.	Methodologies and quality controls measures: Relevance, completeness, efficiency, adequacy and consistency of the methodologies and measures described.	20.00	12.00
3.	Support services: Completeness, availability, relevance, flexibility and effectiveness of the proposed support services.	30.00	18.00
	TOTAL	100.00	60.00

19.2. Price with 40 % weighting

In order to evaluate the offers, the Agency will calculate for each lot separately a total reference price, based on the financial offer submitted by the tenderer in Annex II to the invitation to tender.

The total reference price has no contractual value and will be used solely for the purpose of the evaluation.

IMPORTANT:

The unit prices quoted shall include all services as described in Section 4, including any travel and/or subsistence expenses, and shall specify the cost of person/day per expert as indicated in the table below:

19.2.1. FOR LOT 1 - FORMULA FOR CALCULATING the total reference price

	Services	UNIT	All-inclusive price per unit in EUR without VAT	Quantity	VALUE
A	B	C	D	E	G = D * E
1.	Team leader and project manager working off-site	person/day		8	
2.	Team leader and project manager working on-site	person/day		2	
3.	Expert SharePoint Architect working off-site	person/day		16	
4.	Expert SharePoint Architect working on-site	person/day		4	
5.	Expert SharePoint Developer working off-site	person/day		160	
6.	Expert SharePoint Developer working on-site	person/day		40	
7.	Expert SharePoint Administrator working off-site	person/day		16	
8.	Expert SharePoint Administrator working on-site	person/day		4	
TOTAL REFERENCE PRICE = VALUES 1 + 2 + 3 + 4 + 5 + 6 + 7 + 8					

19.2.2. FOR LOT 2 - FORMULA FOR CALCULATING the total reference price

	Services	UNIT	All-inclusive price per unit in EUR without VAT	QUANTITY	VALUE
A	B	C	D	E	G = D * E
1.	Team leader and project manager working off-site	person/day		25	
2.	Team leader and project manager working on-site	person/day		50	
3.	Expert Java Developer working off-site	person/day		200	
4.	Expert Java Developer working on-site	person/day		50	
5.	Expert PHP Developer working off-site	person/day		200	
6.	Expert PHP Developer working on-site	person/day		50	
7.	Expert Web Designer working off-site	person/day		100	
8.	Expert Web Designer working on-site	person/day		100	
TOTAL REFERENCE PRICE = VALUES 1 + 2 + 3 + 4 + 5 + 6 + 7 + 8					

19.3. Final evaluation

FOR EACH LOT

The Contract will be awarded to the tenderer who has submitted the economically most advantageous offer, according to the following formula:

$$\text{Final score for tender X} = \frac{\text{cheapest total reference price}}{\text{total reference price of tender X}} * 40 + \frac{\text{total technical quality of tenderer X}}{100} * 60$$

Tenderers will be ranked according to the criterion of the economically most advantageous tender, i.e. starting from the tender achieving the highest technical quality/price combination, obtained on the basis of the formula indicated above.

The tenderer with the highest mark for the final score will be awarded the FWC.