



TENDER SPECIFICATIONS

Open Invitation to Tender

No. EBA/2016/02/COMM/SER/OP

Website Services for the European Banking Authority

TABLE OF CONTENTS

SECTION A – INTRODUCTION	3
A.1. SUMMARY	4
A.2. WHO IS THE EBA?	5
A.3. WHAT IS PROCUREMENT?	5
A.4. CONFIDENTIALITY & PUBLIC ACCESS TO DOCUMENTS	6
A.5. PARTICIPATION	6
SECTION B – SPECIFIC INFORMATION ON THIS PROCUREMENT PROCEDURE	7
B.1. TERMS OF REFERENCE	7
B.1.A. VARIANTS	7
B.1.B. DIVISION INTO LOTS	7
B.2. CONTRACT	8
B.2.1. TYPE OF CONTRACT	8
B.2.2. IMPLEMENTATION OF THE CONTRACT	8
B.2.3. CONTRACT PRICES AND PRICE REVISION	8
B.2.4 OTHER INFORMATION ON THE CONTRACT	8
B.2.5. IMPORTANT NOTE	9
B.2.6. ESTIMATED VALUE AND MAXIMUM CEILING OF THE CONTRACT	9
B.2.7. DURATION OF THE CONTRACT	9
B.2.8. PROVISIONAL CONTRACT IMPLEMENTATION TIMETABLE	10
B.3. THE CONTENT OF THE TECHNICAL PROPOSAL	22
B.4. THE CONTENT OF THE FINANCIAL PROPOSAL	11
B.5. ASSESSMENT OF TENDERERS AND TENDERS	11
B.6. ASSESMENT OF TENDERERS: ELIGIBILITY AND CAPACITY	11
B.6.1. ELIGIBILITY OF THE TENDERER: EXCLUSION CRITERIA	12
B.6.2. CAPACITY OF THE TENDERER: SELECTION CRITERIA	12
B.7. ASSESMENT OF THE TENDERS: EVALUATION OF THE AWARD CRITERIA	14
B.7.1 TECHNICAL EVALUATION	14
B.7.2. FINANCIAL EVALUATION	17
B.7.3. AWARD OF THE CONTRACT	17
B.8. TIMETABLE	18
SECTION C – INSTRUCTIONS ON HOW TO TENDER	19

C.1. CONTENTS OF YOUR TENDER.....	19
C.1.1. IMPORTANT NOTE.....	20
C.2. LANGUAGE OF YOUR TENDER.....	20
C.3. HOW TO PACKAGE YOUR TENDER?	20
C.4. HOW TO DISPATCH YOUR TENDER?	21
C.4.1. IMPORTANT NOTE: PROOF OF DISPATCH	21
C.5. CONTACTS BETWEEN EBA AND TENDERERS.....	22
C.5.1. BEFORE THE DEADLINE FOR DISPATCHING TENDERS.....	22
C.5.2. AFTER THE DEADLINE FOR DISPATCHING TENDERS	23
C.6. CAN A CONSORTIUM SUBMIT A TENDER? IS SUBCONTRACTING ALLOWED?....	23
SECTION D – HOW WILL TENDERS BE EVALUATED?.....	23
D.1. PUBLIC OPENING SESSION	23
D.1.1. FORMAL OPENING REQUIREMENTS	23
D.1.2. MODALITIES TO ATTEND THE PUBLIC OPENING SESSION	24
D.2. TENDER EVALUATION SESSION	24
SECTION E – JOINT OFFERS SUBMITTED BY CONSORTIA AND	25
SUBCONTRACTING: TERMS AND CONDITIONS.....	25
E.1. JOINT OFFERS SUBMITTED BY CONSORTIA.....	25
E.1.1. INTRODUCTION.....	25
E.1.2. DOCUMENTATION / INFORMATION TO BE PROVIDED	25
E.1.3. EVALUATION.....	26
E.1.4. CONTRACT IMPLEMENTATION.....	27
E.2. SUBCONTRACTING.....	27
E.2.1. INTRODUCTION.....	27
E.2.2. DOCUMENTATION / INFORMATION TO BE PROVIDED	27
E.2.3. EVALUATION.....	28
E.2.4. CONTRACT IMPLEMENTATION	28
SECTION F – SIGNATURE OF THE CONTRACT WITH THE SUCCESSFUL TENDERER: PROVISION OF EVIDENCE	28
LIST OF ANNEXES.....	29

SECTION A: INTRODUCTION

A.1. SUMMARY

Awarding Authority	European Banking Authority (hereinafter referred to as the EBA).
Purpose of the Procurement	The purpose of this procurement procedure is to conclude a framework contract with a provider of website services able to provide the services described in these Tender Specifications.
Joint Procurement	This procurement procedure does not involve joint procurement.
Lots	This procurement procedure is not divided into lots.
Estimated Contract Value	Without it being in any way binding the value of the framework contract over the maximum possible duration of 48 months is estimated at: EUR 720,000 (seven hundred and twenty thousand euros) . The EBA may, at a later stage (during the three years following signature of the framework contract), exercise the option to increase the maximum framework contract value via negotiated procedure with the successful tenderer in accordance with its financial rules. ¹
Contract	The EBA will sign a framework contract with the successful tenderer. The draft framework contract can be found in Annex XI .
Submission of Tenders	A tenderer may submit one tender only.
Duration of the Framework Contract	12 months, renewable up to three times, each time for a 12-month period, subject to the conditions described in these Tender Specifications. The maximum possible contract duration is 48 months.
Main Place of Performance of the Services	From the successful tenderer's business premises.

¹ Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union as amended by Commission Delegated Regulation (EU) 2015/2462 of 30 October 2015.

Particulars of Performance of the Services	Performance of the services must be in conformity with the placed specific contracts, purchase orders and framework contract.
Variants	Not permitted.
Joint Offers	Permitted.
Subcontracting	Permitted. However any intention to sub-contract must be announced in the tender.
Award Criterion	Award of the framework contract will be based on the most economically advantageous tender. The award method will be <u>best price-quality ratio</u> .

A.2. WHO IS THE EBA?

The **European Banking Authority** was established by Regulation (EC) No. 1093/2010 of the European Parliament and of the Council of 24 November 2010. The EBA came into being on 1 January 2011 as part of the European System of Financial Supervision (ESFS) and took over all the existing and ongoing tasks and responsibilities of the Committee of European Banking Supervisors (CEBS). The EBA is an independent EU Authority which works to ensure effective and consistent prudential regulation and supervision across the European banking sector. Its overall objectives are to maintain financial stability in the EU and to safeguard the integrity, efficiency and orderly functioning of the banking sector. The main task of the EBA is to contribute to the creation of the European Single Rulebook in banking whose objective is to provide a single set of harmonised prudential rules for financial institutions throughout the EU. The EBA also plays an important role in promoting convergence of supervisory practices and is mandated to assess risks and vulnerabilities in the EU banking sector. The EBA has 166 staff and the working language is English.

A.3. WHAT IS PROCUREMENT?

Procurement covers public and private contracts as well as procurement procedures. Public contracts are defined as purchases by a public authority of services, goods or works. A public procurement procedure is the structured way that leads to the conclusion of a public contract.

The purpose is to:

- (i) guarantee the widest possible participation of economic operators
- (ii) ensure the transparency of operations



- (iii) obtain the desired quality of services, supplies and works at the best possible price

Offers submitted in the context of a procurement procedure are referred to as “tenders”. An economic operator who has submitted a tender is referred to as a “tenderer”. An economic operator who has been awarded the contract is referred to as the “contractor”.

As a public authority of the European Union the EBA must comply with certain requirements concerning public procurement. These requirements are set out in the Public Procurement Directive². As an agency of the European Union the EBA is subject to its own financial regulations and the financial rules applicable to the general budget of the Union (Council Regulation 966/2012 as amended by Regulation (EU, EURATOM) 2015/1929 of the European Parliament and of the Council of 28 October 2015) and their rules of application. The financial rules applicable to the general budget of the Union and their rules of application incorporate the rules in the Directive 2014/24/EU.

A.4. CONFIDENTIALITY & PUBLIC ACCESS TO DOCUMENTS

In the general implementation of its activities and for the processing of procurement procedures in particular, the EBA observes the following rules:

- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 and 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, and;
- Council Regulation (EC) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

A.5. PARTICIPATION

This call for tenders is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons established in a third country which has a special agreement with the European Union in the field of procurement under the conditions laid down in that agreement. The awarding authority can, therefore, accept tenders from economic operators in the European Union Member States, European Economic Area (EEA) countries and any other country which has an international agreement with the European Union in the field of public procurement. As proof of eligibility tenderers must indicate in **Annex VI** in which country they have their headquarters, registered office or residence, and provide the necessary supporting documents in accordance with their national law. If the tenderer is a natural person, he/she must provide a copy of his/her identity card/passport or driving

² Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65)



license and proof that he/she is covered by a social security scheme as a self-employed person.

SECTION B – SPECIFIC INFORMATION ON THIS PROCUREMENT PROCEDURE

B.1. TERMS OF REFERENCE

The purpose of the Terms of Reference is to provide the background to the contract, explain the general scope of work, describe the range of services the EBA is likely to require and set out the minimum requirements. The Terms of Reference will become an integral part of the framework contract that may be concluded following the award. Non-compliance with the Terms of Reference during the performance of the framework contract may constitute a reason for the EBA to terminate the framework contract. The Terms of Reference are attached as **Annex I** to these Tender Specifications. Section 1 of the Terms of Reference provides background information on the contract. Section 2 of the Terms of Reference explains the general scope of the contract. Section 3 of the Terms of Reference provides information on the range of services the EBA is likely to require while Section 4 of the Terms of Reference defines the minimum requirements in the form of a Service Level Agreement. In addition to the minimum requirements set out in the Service Level Agreement, tenderers must comply with the applicable environmental, social and labour law obligations described in Article II.4 of **Annex XI**. The minimum requirements relating to applicable environmental, social and labour law obligations together with the minimum requirements set out in the Service Level Agreement represent the minimum requirements of the Tender Specifications. Tenders which do not comply with the minimum requirements will not be considered further.

B.1.A VARIANTS

Variants are alternatives to any technical or financial aspects, or to any contractual conditions described in invitation to tenders. Variants are **not** permitted in this invitation to tender. Tenderers may **not** submit tenders for only part of the services required. EBA will disregard any variants described in a tender and reserves the right to reject such tenders without further evaluation on the grounds that they do not comply with these Tender Specifications.

B.1.B DIVISION INTO LOTS

This procurement procedure is **not** divided into lots. Tenderers must be in a position to be able to provide all the services requested in these Tender Specifications.

B.2. CONTRACT

B.2.1. TYPE OF CONTRACT

A framework service contract is expected to be concluded with an economic operator for the provision of the website services specified in Annex I of these Tender Specifications. It will act as the basis for possible future purchases of website services by the EBA. The framework contract contains, inter alia, a description of the nature and scope of the services that can be purchased by the EBA, methodology, timing and prices to be respected by the successful tenderer. It is a contract of a fixed duration but with no fixed value, only an indicative value. The framework contract itself is not an order for services and does not constitute a financial commitment.

B.2.2. IMPLEMENTATION OF THE CONTRACT

The framework contract will be implemented through purchase orders or specific contracts which constitute the order and associated financial commitment.

B.2.3. CONTRACT PRICES AND PRICE REVISION

(i) Contract Prices

Prices for the website services shall be provided by the tenderer in its Financial Proposal (**Annex III**)

(ii) Price Revision

The prices in the Financial Proposal shall be fixed and not subject to revision during the first year of the framework contract. Afterwards the prices may be revised as specified in the relevant provisions of the framework contract (**Annex XI**).

B.2.4 OTHER INFORMATION ON THE CONTRACT

(i) Expenses Incurred by the Successful Tenderer

Any administrative expenses incurred by the successful tenderer during the performance of the framework contract such as the cost of administration, contract management and support staff will not be reimbursed separately by the EBA. Any costs related to these items, the website services and the framework contract itself must be included in the tenderer's prices which must be presented in the tenderer's Financial Proposal which must be drawn up as specified in **Section B.4**.

(ii) Request for Payment

The successful tenderer shall prepare invoices and submit them to the EBA for payment in accordance with the Framework Contract (**Annex XI**).

B.2.5. IMPORTANT NOTE

The framework contract which may be awarded will be established on the basis of the framework contract attached to these Tender Specifications as **Annex XI**. In particular, the framework contract indicates the method and the conditions for payments to the successful tenderer. The resulting framework contract with the successful tenderer will be based on this framework contract completed by the information and data provided in the selected tender. Submission of a tender implies acceptance of all the terms and conditions set out in these Tender Specifications and in the framework contract and waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the framework contract is awarded for the full duration of the framework contract.

The EBA reserves the right to reject without further comment any tender that does not accept the contents of the framework contract in Annex XI.

B.2.6. ESTIMATED VALUE AND MAXIMUM CEILING OF THE CONTRACT

The EBA estimates, without it being binding, that the value of the framework contract over its duration of 48 months is **EUR 720,000 (seven hundred and twenty thousand euros)**. The maximum ceiling of the framework contract, which is based upon the abovementioned estimate, is **EUR 720,000 (seven hundred and twenty thousand euros)**. The EBA may at a later stage (during the three years following the conclusion of the framework contract) exercise the option to increase the framework contract value via negotiated procedure in accordance with Article 134(1) (e) of the rules of application of the financial rules applicable to the general budget of the Union. The scope of the services purchased via any such negotiated procedure would consist of the same type of services purchased under the framework contract and any increase in value would not amount to more than 50% of the initial estimated framework contract value and follow a negotiation with the successful tenderer. Any such negotiated procedure would depend on budget availability and the performance of the successful tenderer. Any estimate by the EBA of the value of the framework contract is provided as an indication only. The actual value of the contract will depend on the needs and business activities of the EBA over the life of the framework contract.

B.2.7. DURATION OF THE CONTRACT

The initial duration of the framework contract shall be for a term of twelve (12) months. After the initial term of twelve (12) months the framework contract is renewed automatically up to three (3) times, each time for a period of twelve (12) months, unless one of the parties receives formal notification to the contrary at least three (3) months before the end of the ongoing duration. The renewal is subject to budgetary availability, satisfactory performance and the continuing needs of the EBA. Renewal does not imply any modification or deferment of existing obligations.

B.2.8. PROVISIONAL CONTRACT IMPLEMENTATION TIMETABLE

A provisional timetable for framework contract signature and provision of the services is given below. After the signature of the framework contract an initial meeting will be held at the offices of the EBA to settle all the details of the contract performance. A performance review meeting with regards to the framework contract will be held once per year at the EBA premises.

Action	Timetable
Signature of the framework contract	July 2016
Initial meeting	July 2016
Framework contract performance review meeting	Once per year (dates to be mutually agreed by the parties)

Under no circumstances may implementation commence before the date on which the framework contract enters into force.

B.3. THE CONTENT OF THE TECHNICAL PROPOSAL

The front page of the original technical proposal must be signed and each page should be initialled by an authorised representative of the tenderer. It must contain the information requested in Section C. It must include all the necessary annexes. In preparing the technical proposal tenderers should bear in mind the specific criteria against which it will be evaluated (**Section B.7**). To facilitate evaluation tenderers must use the Technical Proposal Form (**Annex II**) to prepare and submit their technical proposals. The technical proposal should address the requirements described in **Annex I**. It shall cover as a minimum the following:

- The confirmation of the tenderer's compliance with the minimum requirements described in Section B.1 of these Tender Specifications and **Annex I**
- The tenderer's response to the three (3) specific technical evaluation criteria concerning (a) the Service Level Agreement (b) Service Level Agreement implementation (c) service implementation described in **Section B.7.1**

B.4. THE CONTENT OF THE FINANCIAL PROPOSAL

The financial proposal shall be presented in the format in **Annex III**. It must be signed by an authorised representative of the tenderer. In drawing up their financial proposal tenderers should bear in mind the provisions of the framework contract and its general terms and conditions.

IMPORTANT NOTES FOR THE FINANCIAL PROPOSAL

- All prices must be inclusive of all the costs related to the performance of the framework contract e.g. cost of administration, human resources, technical resources, contract management.
- All prices must be in **Euro (EUR)**.
- All prices must be free of all duties, taxes and other charges (including VAT) as the EBA is as a rule exempt from all taxes and duties, and in certain circumstances are entitled to a refund for indirect tax incurred such as value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. Tenderers must therefore give prices which are exclusive of any taxes and duties. Where applicable, any amount of VAT must be indicated separately.
- The prices shall be applicable to the successful tenderer for the execution of the framework contract should it be awarded. The prices shall be fixed and not subject to revision during the first year of duration of the framework contract.

N.B. The financial proposal must not contain any ambiguities. A tenderer may be disqualified if its financial proposal contains any statement which prevents accurate and complete evaluation and comparison for example statements including phrases such as “to be discussed”, “conditional on”, “depending on” etc.

B.5. ASSESSMENT OF TENDERERS AND TENDERS

The assessment of tenderers and tenders will be conducted in accordance with the procedures described in **Section D**. For joint tenders and for tenders envisaging subcontracting **Section E** will apply.

B.6. ASSESSMENT OF TENDERERS: ELIGIBILITY AND CAPACITY

B.6.1. ELIGIBILITY OF THE TENDERER: EXCLUSION CRITERIA

Tenderers shall certify that they are not to be excluded from participation in this procurement procedure and from contract award as provided for in Articles 106 and 107 of Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council of 28 October 2015 amending Regulation (EU, Euratom) No 966/2012 on the financial rules applicable to the general budget of the Union. Each tenderer shall provide an original Declaration of Honour drawn up in accordance with the template in **Annex IV** dated and duly signed by the legal representative of the tenderer. All tenderers including all group (consortium) members (if any) and any subcontractor(s) must provide the self-declaration in **Annex IV** duly completed, signed and dated. The exclusion criteria will be assessed in relation to each company individually. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or EBA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties. The successful tenderer shall provide the documents mentioned as supporting evidence in **Annex IV** before signature of the framework contract and within a deadline given by the EBA. This requirement applies to all members of the consortium in case of a joint tender.

B.6.2. CAPACITY OF THE TENDERER: SELECTION CRITERIA

The tenderer must have the capacity and capability (economic/financial, legal and technical/professional) to perform the framework contract. As proof, except for the cases where original documents are requested, copies of original certificates/documents issued by an official authority in the country of origin or provenance may be accepted. An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities regardless of the legal nature of the links which it has with them. It must in that case prove to the EBA it will have at its disposal the resources necessary for performance of the contract for example by producing an undertaking on the part of those entities to place those resources at its disposal.

B.6.2.1. ECONOMIC AND FINANCIAL CAPACITY and LEGAL CAPACITY

a) Economic and Financial Capacity - Selection Criteria:

The requirement(s) for economic and financial capacity must be fulfilled by the tenderer either alone in the case of a single tenderer or as a whole in case the tenderer is a grouping/consortium (i.e. assessment of whether the minimum requirement is met will take into account the grouping/consortium as a whole).

Requirement

Tenderers must be in a stable financial position and have the economic and financial capacity to perform the contract. The tenderer's average annual turnover for the last three (3) financial years (2013, 2014 and 2015) concerning the type of services covered by

these Tender Specifications must be at least **EUR 360,000 (three hundred and sixty thousand euros)**.

Evidence Required

The following evidence is to be provided:

- a copy of the audited accounts covering the last three (3) financial years (2013, 2014 and 2015) and a completed **Annex V**;
- a statement of the tenderer's overall turnover, profit and loss and cash flow position for the most recent full year of trading (or part year if full year not applicable) and an end period balance sheet where this information is not available in audited form as described above;
- evidence of relevant insurance for the contract;

In case of a grouping/consortium each member of the consortium must provide the required evidence. If, for any valid reason, the tenderer is unable to provide the documents requested, the tenderer may prove his economic and financial standing by any other document which the EBA considers appropriate. The documentation supplied in response to the abovementioned requirements will be reviewed to assess the general financial health of the tenderer.

b) Legal Capacity - Selection Criterion:

Requirement

The tenderer must prove that it is authorised to perform the contract under national law.

Evidence Required

- a certificate of registration in the relevant trade or professional register in the country of establishment/incorporation proving authorisation to perform the website services described in these Tender Specifications (if the tenderer is not required or allowed to register in such a register for reasons related to its statute or legal status, EBA shall accept, as satisfactory evidence, a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register).

B.6.2.2. TECHNICAL AND PROFESSIONAL CAPACITY

Requirement

- a) The tenderer must have at least three (3) years of experience in the last three (3) years (2013, 2014, and 2015) providing website hosting, maintenance, content management and development services based on LIFERAY technology.

Evidence Required

- The tenderer must provide a brief history of itself covering the length of time in business, a description of its activities, equipment, premises, hosting servers, and software, and a list of the principal services provided in website services during the past three (3) years (2013, 2014, and 2015).

Requirement

- b) The tenderer must have at least six (6) staff as follows: (i) a Service Manager with at least three (3) years of experience as a service manager in IT employed by the tenderer for at least the last twelve (12) months (ii) a back-up for the Service Manager (iii) an IT Project Manager with at least seven (7) years of experience in IT which must include at least five (5) years as a Project Manager and at least three (3) years in web implementation projects (iv) a functional analyst/web designer with at least seven (7) years of experience in business analysis, design and configuration of web/IT systems which must include at least three (3) years as a LIFERAY functional analyst/web designer (v) a software engineer/test engineer with at least five (5) years of experience in software testing which must include at least three (3) years in testing web applications (vi) a software engineer/web developer with at least seven (7) years of experience in web development which must include at least three (3) years in programming language specific to LIFERAY and proven experience in the customisation and management of development tools related to the implementation and operating of LIFERAY.

Evidence Required

- The tenderer must provide a description of its size, organisational structure, human resources and the CVs of the abovementioned six (6) staff in the EUROPASS format:
<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions/templates/doc.doc>.

B.7. EVALUATION OF THE TENDERS

Once the tenderer has demonstrated the appropriate capacity to perform the framework contract on the grounds of the exclusion and selection criteria its tender will be assessed against the award criterion.

B.7.1 TECHNICAL EVALUATION

The assessment of the technical quality will be based on the ability of the tenderer to meet the purpose of the contract as described in these Tender Specifications. To begin with tenders will be checked for compliance with the minimum requirements described in **Section B.1** of these Tender Specifications and **Annex I**. Only tenders which meet all the minimum requirements will be considered for the second stage of the technical evaluation. For the second stage of the technical evaluation tenders will be assessed against the following specific technical evaluation criteria and associated weightings and awarded an overall technical score:

Specific Technical Evaluation Criteria	Maximum Points
<p>1) Service Level Agreement (“SLA”):</p> <ul style="list-style-type: none"> - Tenderers shall provide an SLA which should describe the minimum requirements in terms of quality of service as per Section 4 of Annex I. Tenderers should define availability, incidents management with a definition of major/minor/critical issues and prioritisation, resolution timing. An SLA which offers service levels above the minimum requirements will be considered advantageous (max. 20 points). 	20
<p>2) Service Level Agreement Implementation: The SLA EBA intends to sign will cover the overall process of hosting and maintaining the EBA website. The questions below serve as an indication of what information is expected from tenderers. Any offer including service implementation above the minimum requirements will be considered advantageous (max. 20 points).</p> <ul style="list-style-type: none"> - Describe your approach to accommodate the minimum availability requirements specified in Section 4 of Annex I (max. 5 points). - Describe your approach to accommodate the minimum capacity/performance requirements specified in Section 4 of Annex I (max. 5 points). - Describe your incident management procedure to accommodate the minimum requirements specified in Section 4 of Annex I (max. 10 points). 	20
<p>3) Service Implementation: The contractor will be required to provide hosting, maintenance and professional services, including enhancement services, for the EBA website and its Web Content Management System (WCMS). The questions below serve as an indication of what information is expected from tenderers. Any offer including service implementation above the minimum requirements will be considered advantageous (max. 60 points).</p> <ul style="list-style-type: none"> - Website Transfer: describe your approach to meet the tasks specified in Section 3 A of Annex I. Special attention shall be given to the following points: (a) smooth transition of services between contractors with uninterrupted services and with minimum involvement of EBA (b) well defined and controlled timeline and coordination at the beginning and at the end of the contract (c) limited downtime for the implementation (max. 10 points). - Technical Maintenance Services: describe your approach to accommodate the tasks specified in Section 3 B of Annex I. Special attention shall be given to the implementation of the standards, website 	60

Specific Technical Evaluation Criteria	Maximum Points
<p>response time and Content Management maintenance (max. 20 points).</p> <ul style="list-style-type: none"> - Business Maintenance Services and Other Requirements: describe your approach to accommodate the tasks specified in Section 3 C and Section 3 D of Annex I. Special attention shall be given to the provision of the additional required business services, on top of the standard helpdesk business services (max. 20 points). - Enhancements: describe your approach to accommodate the tasks specified in Section 3 E of Annex I. Special attention shall be given to the organisation of the project team and the overall implementation methodology (from the initiation of the request by EBA to the production release of the enhancements) (max. 10 points). 	
TOTAL	100

Total Technical Score

The total technical score for each tender will be calculated as the sum of the individual scores for the abovementioned specific criteria. The scoring system for the award of points is defined in the table below:

Score *	Definition
0	Failure: The tender totally fails to address the criterion under examination.
20%	Very Poor: The criterion under examination is addressed in an incomplete and unsatisfactory manner.
40%	Poor: The criterion under examination is partly addressed but with some major gaps and/or issues.
60%	Fair: The criterion under examination is generally addressed with some minor issues.
80%	Good: The criterion under examination is fully addressed.
100%	Excellent: The criterion under examination is fully addressed and the tender offers some added value.

* The Score represents the % of the maximum points per question. For example, if a tenderer has been assessed as “Good” for a question where the maximum is 10 points, the tenderer will receive 8 points for that specific question.

Technical Evaluation Thresholds

Tenderers must obtain at least 60% of the total available points for the technical evaluation as well as at least 60% of the available points for each sub-criterion. Tenders that do not obtain the minimum number of points will be considered of insufficient quality and will be eliminated from further evaluation.

B.7.2. FINANCIAL EVALUATION

The financial evaluation will be carried out in accordance with the annual pricing scenario in **Annex III – Financial Proposal Form**. The annual pricing scenario is based upon EBA’s annual expenditure on website services during the period 2012-2016 and an estimate of expenditure on website services during the life of the framework contract. The tender with the lowest price will receive a **financial score of 100 points**. The financial score for the other tenders will be calculated by using the following formula:

Financial score = lowest price of the offer/price of the offer of the tender being evaluated x 100.

EBA may request details of the constituent elements of the tender for any tender with a financial offer very significantly below the average of the others to avoid tenders with abnormally low prices that could jeopardise the correct delivery of the services. EBA will verify those constituent elements, after any assessment deemed necessary, taking account of the explanations received from the tenderer. These details may relate in particular to compliance with the provisions relating to employment protection and working conditions in force at the place where the services are to be performed.

B.7.3. CONTRACT AWARD CRITERION

The framework contract will be awarded to the tenderer submitting the most economically advantageous tender (i.e. the tender representing the best value for money) established by weighing technical quality against price on a **60/40 basis**. The final score therefore will be calculated using the following formula:

Final score = Technical score x 60% + Financial score x 40 %

The tenderer obtaining the highest final score will be deemed to have the most economically advantageous tender. If there are two or more tenders with the same total score the contract will be awarded to the tenderer who obtains the highest score for price.

The EBA shall not be liable for any compensation in the event a tender is not accepted or it decides not to award the contract.

B.8. TIMETABLE

Milestone	Deadline (*)	Notes
Deadline for sending requests for clarifications	26th May 2016	The modalities for sending requests for clarifications are specified in Section C.5.
Deadline for (a) dispatching tenders and (b) hand delivery of tenders	(a) 3rd June 2016 (b) hand delivery to the EBA must be by no later than 17:00 BST on 3rd June 2016	The modalities for preparing and dispatching tenders are specified in Sections C.1, C.2, C.3 and C.4.
Deadline for registering for attendance at the public opening session	11:30 BST on 8th June 2016	The modalities for attending and registering for the public opening session are specified in Section D.1.
Public opening session	11:30 BST on 13th June 2016	The public opening session will take place at EBA's premises.
First meeting of the evaluation committee	Within 1 week following the public opening session	-
Notification of the outcome of the procurement procedure to the successful and unsuccessful tenderers	Within 1 week after the award decision is signed	-
Signature of the framework contract for the required services	Within four weeks of the notification of the outcome	-

(*) Deadline: All times are expressed in UK local time

SECTION C – INSTRUCTIONS ON HOW TO TENDER

C.1. CONTENTS OF YOUR TENDER

Tenders shall comprise the following three elements:

Envelope A: Administrative Documents

1. A cover letter enclosing the tender on the official letterhead paper of the tenderer signed by an authorised representative of the tenderer. The cover letter shall contain:
 - The name and the designation of the person who is authorised to sign the framework contract on behalf of the tenderer;
 - The written statement on the tenderer's acceptance of the framework contract without reservation;
 - The confirmation that the period of validity of the tender is as required in Section C.1.1.
2. Filled in Tenderer's Identification Form (see **Annex VI**)
3. Filled in Legal Entity Form (see **Annex VIII**)
4. Filled in Financial Identification Form (see **Annex IX**)
5. Information and documentation about the tenderer's eligibility and capacity including:
 - Original Declaration of Honour on Exclusion Criteria and Selection Criteria (see **Annex IV**) as specified in Section B.6.1.
 - Duly filled in and signed Tender Form (see **Annex VII**)
 - Filled in Financial Capacity Form (see **Annex V**)
 - Copies of all original certificates and documents on the tenderer's capacity as specified in Section B.6.2 issued by an official authority in the country of origin or provenance of the tenderer.
 - All other evidence documents and the information required for the assessment of the Selection Criteria as specified in Section B.6.2.
6. If applicable, information and documentation on members of consortia and subcontractors as specified in Section E.
7. Checklist of documents which tenderers must submit (**Annex X**)

In addition tenderers shall submit one copy of all the above information and documents on CD-ROM or USB memory stick.

Envelope B: Technical Proposal



The Technical Proposal duly signed by the tenderer's authorised representative on the front page and initialled on each page in one original signed paper version and two paper copies and on CD-ROM or USB memory stick. Tenderers must use the Technical Proposal Form (**Annex II**).

Envelope C: Financial Proposal

The Financial Proposal duly filled in and signed by the tenderer's authorised representative in one original paper version and on CD-ROM or USB memory stick. Tenderers must use the Financial Proposal Form (**Annex III**).

C.1.1. IMPORTANT NOTE

- Tenders shall be submitted strictly in accordance with the conditions set out in these Tender Specifications (including the annexes). If any other conditions are attached to or referred to in the tenderer's tender, the tenderer should declare that such conditions are entirely withdrawn.
- The period of validity of the tender, during which the tenderer may not modify the terms of the tender in any respect, must be at least **six months** following the deadline for dispatching tenders.
- **EBA reserves the right to decline without further comment any tender that does not accept its framework contract.**

C.2. LANGUAGE OF YOUR TENDER

Tenders must be submitted in one of the official languages of the European Union. Since EBA's working language is English EBA would highly appreciate to receive tenders written in English, although this does not constitute a selection or an award criterion and will be ignored for the purpose of assessing a tender.

C.3. HOW TO PACKAGE YOUR TENDER?

Tenders must be submitted using the double envelope system – i.e. one outer envelope and one inner envelope - in order to guarantee the confidentiality and integrity of data.

Both the **outer and the inner envelopes** must carry the following information:

Tender Ref. No. EBA/2016/02/COMM/SER/OP

Tender Title: Website Services for the European Banking Authority

TENDER – NOT TO BE OPENED BY THE INTERNAL MAIL DEPARTMENT

Name of the Tenderer: -----

Address of the Tenderer: -----

If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape. The **inner envelope** shall contain three envelopes properly marked, as follows:

- **Envelope A** containing the **Administrative Documents**
- **Envelope B** containing the **Technical Proposal**
- **Envelope C** containing the **Financial Proposal**

C.4. HOW TO DISPATCH YOUR TENDER?

The tenderer shall dispatch his tender not later than the date and time indicated in Section B.8.

The tenderer may choose to dispatch his tender by registered mail, courier service or hand delivery, to the following address:

Ian Palombi

European Banking Authority (EBA)

Procurement Procedure – Reference: EBA/2016/02/COMM/SER/OP

**Floor 46 | One Canada Square | Canary Wharf | London | E14 5AA
UK**

Tenders sent by other means (e.g. by e-mail or fax) or dispatched later than the deadline indicated in Section B.8 will be rejected. Tenderers shall note that, in case of tenders dispatched through registered mail or courier service, if the proof of dispatch is duly provided to EBA as explained in Section C.4.1.a below, tenders will be accepted even if – due to unexpected delays – they arrive after the date of the opening session.

If no proof of dispatch is provided to EBA and the tenders arrive after the opening session takes place, tenders will be rejected.

C.4.1. IMPORTANT NOTE: PROOF OF DISPATCH

C.4.1.a. REGISTERED MAIL AND COURIER SERVICE

The tenderer must dispatch its tender to the postal or courier service by the deadline indicated in **Section B.8** at the latest. As a proof of dispatch, **date** and **time** of dispatch shall be clearly indicated by the postal or courier service on the outer envelope of the tender.

In addition, the tenderer shall obtain a receipt of delivery issued by the postal or courier service clearly indicating the **date** and **time** of dispatch. The tenderer must send a copy of this receipt to EBA preferably by e-mail to ian.palombi@eba.europa.eu specifying the title and reference number of this procurement procedure, together with the name, email address and telephone number of the tenderer.

C.4.1.b. HAND DELIVERY

The tenderer shall hand in its tender to the EBA official taking delivery by the deadline indicated in **Section B.8** at the latest.

As a proof of dispatch, the tenderer shall obtain a receipt, signed and dated by the EBA official taking delivery, clearly indicating the date and time when the EBA official took delivery of the tender. In order to ensure punctual hand delivery, **the tenderer is strongly advised to take into account the time needed for security checks when entering the EBA premises** and for the actual handover of its tender to the EBA official in charge of taking delivery. EBA may not be held liable for any delays incurred by the tenderer when in EBA's premises. The tenderer alone is responsible for ensuring that its tender is delivered on time.

C.5. CONTACTS BETWEEN EBA AND TENDERERS

Contacts between EBA and the tenderer may only take place in exceptional circumstances, under the following conditions:

C.5.1. BEFORE THE DEADLINE FOR DISPATCHING TENDERS

C.5.1.1. REQUESTS FOR CLARIFICATIONS

Should the tenderer discover any discrepancies in the Tender Specifications or be in any doubt as to their meaning, the tenderer should notify EBA.

The tenderer may also request additional information and/or clarifications on the procurement procedure, the Tender Specifications or the nature of the framework contract.

Such requests shall be made in writing only; no telephone queries will be accepted.

The requests shall indicate the tender reference number and title, and shall be sent preferably by e-mail to:

Ian Palombi
European Banking Authority (EBA)
Procurement Procedure – Reference: EBA/2016/02/COMM/SER/OP
Floor 46 | One Canada Square | Canary Wharf | London | E14 5AA
UK

E-mail: ian.palombi@eba.europa.eu with a copy to tenders@eba.europa.eu

All queries shall be sent to EBA no later than the deadline indicated in **Section B.8**. Tenderers shall note that EBA is not bound to reply to requests for clarification made after the deadline indicated in **Section B.8**.

C.5.1.2. AMENDMENT OF THE TENDER SPECIFICATIONS

At any time prior to the deadline for dispatching tenders, EBA may modify the Tender Specifications by amendment. In order to allow tenderers reasonable time in which to

take the amendment into account in preparing their tenders, EBA, at its discretion, may extend the deadline for dispatching tenders.

N.B. EBA's responses to requests for clarifications and/or amendments of the Tender Specifications will be made available electronically on the EBA website (<http://www.eba.europa.eu/Aboutus/Procurement/Current-calls-for-tender-60000.aspx>). The EBA website will be updated regularly. It is the tenderer's responsibility to check for updates, clarifications and modifications during the tendering period. Clarifications and/or amendments will be regarded as an integral part of the Tender Specifications.

C.5.2. AFTER THE DEADLINE FOR DISPATCHING TENDERS

If, after the deadline for dispatching tenders, a clarification is needed by EBA or if obvious clerical errors in the tender need to be corrected, EBA may contact the tenderer, although such contacts may not lead to any alterations of the terms of the submitted tender or a modified tender.

C.6. CAN A CONSORTIUM SUBMIT A TENDER? IS SUBCONTRACTING ALLOWED?

Consortia of economic operators are authorised to submit tenders (joint offers) in compliance with the terms and conditions specified in **Section E.1**.

A tenderer may subcontract the tasks specified in **Section B.1** to other economic operators in compliance with the terms and conditions for subcontracting specified in **Section E.2**.

SECTION D – HOW WILL TENDERS BE EVALUATED?

D.1. PUBLIC OPENING SESSION

Tenders are opened by an evaluation committee whose members are appointed by EBA under guarantee of impartiality and confidentiality.

D.1.1. FORMAL OPENING REQUIREMENTS

The main aim of the opening session is to check whether the tenders received are compliant with the following formal requirements:

1. the tender was not dispatched later than the dispatch deadline indicated in **Section B.8**

2. the inner envelope containing the tender is sealed as specified in **Section C.3** in order to guarantee the confidentiality and integrity of data
3. the tender contains the information and documentation indicated in **Section C.1**
4. the Technical and Financial Proposals are signed on the front page and initialled on each page as indicated in **Section C.1**
5. the tender is submitted in the number of copies required in **Section C.1**

A tenderer risks rejection of its tender if it is not compliant with requirements number 1 and number 2 described above.

D.1.2. MODALITIES TO ATTEND THE PUBLIC OPENING SESSION

The public opening session will take place at EBA's premises on the date and time indicated **Section B.8**.

A maximum of two (2) representatives per tenderer may attend the opening session. Should a tenderer wish to be present it shall inform EBA of the name of its representative(s) preferably by email (to tenders@eba.europa.eu) not later than the date and time indicated in **Section B.8**.

D.2. TENDER EVALUATION SESSION

Tenders complying with the formal opening requirements checked during the opening session are evaluated in four (4) steps by the evaluation committee as described below:

- (i) The evaluation committee first checks the eligibility of the tenderer to participate in the procurement procedure as defined in **Section B.6.1**.
- (ii) The evaluation committee then checks the capacity of the tenderer to perform the contract as defined in **Section B.6.2**. If a tenderer fails to comply with the criteria its tender will be excluded from further evaluation.
- (iii) The evaluation committee then checks if the tender complies with the minimum requirements (**Section B.1**). A tender which does not meet the minimum requirements will be excluded from further evaluation.
- (iv) The evaluation committee then evaluates the tenderer's technical proposal against the technical evaluation criteria and then, if it obtains the minimum number of points, its financial proposal and identifies the tender presenting the best value for money as explained in **Section B.7**.

In case of joint offers submitted by consortia and in case of subcontracting the exclusion, selection and award criteria are assessed in compliance with the terms and conditions specified in **Section E**.

N.B. The evaluation procedure is confidential. The deliberations of the evaluation committee are held in closed session and its recommendations are collective. The

members of the evaluation committee are bound to confidentiality.

SECTION E – JOINT OFFERS SUBMITTED BY CONSORTIA AND SUBCONTRACTING: TERMS AND CONDITIONS

Companies can consider a number of ways of collaborating in a tender for example either as joint partners or through subcontracting. Unless stated otherwise in the contract notice and/or the Tender Specifications both joint tenders and subcontracting are allowed in response to a call for tender published by the EBA. Tenders may also combine both approaches. In any case the tender must specify very clearly whether each economic operator involved in the tender is acting as a partner in a joint tender or as a subcontractor (this also applies where the various companies involved belong to the same group, or even where one is the parent company of the others). Tenderers are required to fill in the relevant information in the Tender Form (**Annex VII**) for this purpose. The implications of these two modes of collaboration are quite different and are outlined below.

E.1. JOINT OFFERS SUBMITTED BY CONSORTIA

E.1.1. INTRODUCTION

Groups of economic operators (consortia) are authorised to submit tenders (joint offers). In this case each member of the consortium shall fulfil the requirements and accept the terms and conditions set out in the Invitation to Tender, the Tender Specifications, and the Contract as well as all the relevant annexes.

The members of the consortium shall designate one member as Consortium Leader with full authority to bind the consortium and each of its members. The Consortium Leader shall act as a single point of contact with EBA in connection with the present procurement procedure.

EBA may not demand that consortia must have a given legal form in order to be allowed to submit a tender. However, the consortium selected may be required to adopt a given legal form after it has been awarded the contract and before the contract is signed, if this change is necessary to the proper performance of the contract.

E.1.2. DOCUMENTATION / INFORMATION TO BE PROVIDED

Each member of the consortium must provide the following documentation:

- Documentation related to its eligibility to tender, as specified in **Section B.6.1**;

- Documentation related to the economic and financial capacity of the tenderer and documentation related to its legal capacity as specified in **Section B.6.2.1**;

Documentation related to its technical and professional capacity, as specified in **Section B.6.2.2**, shall relate to the whole consortium.

E.1.3. EVALUATION

Joint offers submitted by consortia will be assessed as follows:

- The exclusion criteria (**Section B.6.1**) and the selection criteria for the legal capacity (**Section B.6.2.1**) will be assessed in relation to each member of the consortium individually;
- The selection criteria for the economic and financial capacity (**Section B.6.2.1**) will be assessed as follows:
 - For criteria set as a minimum viability standard on financial and economic standing (e.g. by means of appropriate statements from banks or balance sheets) an individual evaluation will be made;
 - For criteria that are deemed to be achieved above a certain level e.g. turnover with respect to the tenderer and contract a consolidated assessment i.e. all members of the consortium together will be made;
- The selection criteria for the technical and professional capacity (**Section B.6.2.2**) will be assessed in relation to the combined capacity of all members of the consortium as a whole;
- The technical and financial evaluation of the tenders (**Section B.7**) will be carried out in relation to the tender.

Since all members of the consortium are jointly and severally liable towards the EBA for the performance of the contract, statements, included in the joint offer, saying for instance, that each member of the consortium will be responsible only for a specific part of the contract, or that a separate contract should be signed with each member of the consortium if the joint offer is successful, are incompatible with the principle of joint and several liability.

EBA will disregard any such statement contained in a joint offer, and it reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the Tender Specifications.

N.B. If a member of the consortium does not fulfil one of the exclusion criteria the whole consortium shall be excluded.

E.1.4. CONTRACT IMPLEMENTATION

Once the framework contract has entered into force, all members of the consortium shall be jointly and severally liable towards the EBA for the performance of the contract. They shall comply with the terms and conditions of the framework contract and ensure the proper execution of their respective share of the services.

The Consortium Leader, duly authorised by the other members of the consortium, will be entitled to sign any contractual documents; it shall act as a single point of contact with the EBA in connection with the services to be provided under the contract; it shall co-ordinate the provision of the services by the consortium members to the EBA; it shall guarantee a proper administration of the framework contract.

The composition of the consortium and the allocation of tasks among the members of the consortium shall not be altered without the prior written consent of the EBA.

E.2. SUBCONTRACTING

E.2.1. INTRODUCTION

The tenderer may subcontract the tasks specified in Section B.1 to other economic operators as long as the services are provided in accordance with the Tender Specifications.

E.2.2. DOCUMENTATION / INFORMATION TO BE PROVIDED

The tenderer shall:

- (i) State which tasks it intends to subcontract and clearly indicate the already identified subcontractor(s), its role, activities and responsibilities;
- (ii) Specify the volume or proportion of the activities likely to be subcontracted;

In addition if the subcontractor(s) is/are already identified, the tenderer shall provide the following documentation for each subcontractor:

- Documentation related to the eligibility to tender of the already identified subcontractor(s), as specified in Section B.6.1
- Documentation related to the economic and financial capacity and documentation related to the legal capacity of the subcontractor, as specified in Section B.6.2.1;
- Documentation related to the technical and professional capacity of the subcontractor as specified in Section B.6.2.2.

E.2.3. EVALUATION

In case of subcontracting, the tender will be assessed as follows:

- the exclusion criteria (Section B.6.1) and the selection criterion for the legal capacity (**Section B.6.2.1**) will be assessed in relation to each proposed subcontractor individually;
- the selection criteria for the economic and financial capacity (Section B.6.2.1) will be assessed as follows:
 - For criteria set as a minimum viability standard on financial and economic standing (e.g. by means of appropriate statements from banks or balance sheets) an individual evaluation will be made;
 - For criteria that are deemed to be achieved above a certain level e.g. turnover with respect to the tenderer and the contract a consolidated assessment i.e. tenderer plus subcontractor(s) will be made;
- the selection criteria for the technical and professional capacity (Section B.6.2.2) will be assessed in relation to the combined capacity of the tenderer and the subcontractor(s) as a whole;
- The technical and financial evaluation of the tender (Section B.7) will be carried out in relation to the tender.

E.2.4. CONTRACT IMPLEMENTATION

Once the framework contract has entered into force the successful tenderer shall retain full liability towards the EBA for the performance of the contract as a whole. The EBA will not have any direct legal commitment with the subcontractor(s).

During the execution of the framework contract the successful tenderer will need the EBA's prior approval to replace a subcontractor with another subcontractor and/or to subcontract tasks for which subcontracting was not envisaged in the original tender in compliance with the provisions on subcontracting foreseen in the contract.

SECTION F – SIGNATURE OF THE FRAMEWORK CONTRACT WITH THE SUCCESSFUL TENDERER: PROVISION OF EVIDENCE

Proof of Eligibility (Section B.6.1)

The successful tenderer to whom EBA intends to award the framework contract will have to provide within a time limit defined by the EBA and preceding the signature of the framework contract specific evidence in order to prove that it is not in a situation of

exclusion. The specific evidence confirming the Declaration of Honour is listed in **Annex IV**.

N.B. In case of joint offers submitted by consortia the above listed documentary evidence shall be provided by each member of the consortium. In case of subcontracting the above listed documentary evidence shall be provided on EBA's request.

The notification letter sent by EBA regarding the award of the contract does not constitute the award of the contract itself. This will not be completed until the framework contract has been signed by the successful tenderer and the EBA. Signature of the framework contract between the EBA and the successful tenderer will be conditional upon provision of the abovementioned documentary evidence from the successful tenderer.

Capacity Documents (Section B.6.2)

On EBA's request the successful tenderer shall submit within a time limit defined by EBA and preceding the signature of the contract the original certificates/documents to EBA for conformity check prior to the signature of the framework contract. In such case, signature of the framework contract between the EBA and the successful tenderer will be conditional upon provision of the original certificates/documents from the successful tenderer.

LIST OF ANNEXES

The annexes are attached as separate documents to the Tender Specifications.

ANNEX I – TERMS OF REFERENCE

ANNEX II – TECHNICAL PROPOSAL FORM

ANNEX III – FINANCIAL PROPOSAL FORM

ANNEX IV – DECLARATION OF HONOUR - EXCLUSION + SELECTION CRITERIA

ANNEX V – FINANCIAL CAPACITY FORM

ANNEX VI – IDENTIFICATION OF THE TENDERER

ANNEX VII – TENDER FORM

ANNEX VIII – LEGAL ENTITY FORM

ANNEX IX – FINANCIAL IDENTIFICATION FORM

ANNEX X - CHECKLIST OF DOCUMENTS WHICH TENDERERS MUST SUBMIT

ANNEX XI – FRAMEWORK CONTRACT