



Publications Office
Directorate R – Resources
Calls for tender and contracts Unit

Luxembourg, 11-05-2011
Op.r.2(2011)N°SAUV 556 243 - ARES/
Ref: AO 10340 - Additional information n° 6

Object: Call for Tenders n° 10340 - Additional information n° 6
Ref: Requests for additional information [ARES: 500 330, 500 406, 500 434 and 562 560]

Dear Sir or Madam,

Concerning the above-mentioned Call for Tenders, after having received questions from the tenderers, we are informing you of the following:

Q1: Specifications, point 2.7.1

“A document ... presenting technical merits of the human resources for the execution of the tasks, including information on the persons assigned to fulfil the particular roles – for all lots.”

Is it expected a description of the technical merits of only the human resources to be involved directly in the provision of the services i.e. the PRO-MAN, TEC-CONS, ANA-PROG, INF-SYS-TRAI and INS-SYS-END-USE-SUP, or any staff who either directly or indirectly will be involved in the contract, for example Project Leader?

A1: It is up to the Tenderers to decide how they are going to present the technical merits of the human resources proposed for the execution of the contract.

Please see Additional Information no°1, answer to question no°5 as well as Additional Information no°3 answer to question no°1.

The question was already answered with reference to Additional Information no°2, answer to question no°6.



Q2: Specifications, point 2.7.1

"A document ... (SLA) – for lots 1-3 only.

- *Infrastructure proposed to be used during the execution of the tasks"*

Could you please specify if the Tenderers should describe the infrastructure (e.g. possible tools and techniques) for the management of the contract or the infrastructure for the actual provision of the services based on Annex 12 of the Specifications or both of them? Is there any preference of the Publication Office regarding the infrastructure that will be used regarding the management of the contract?

A2: It is up to the Tenderers to decide what kind of the technical infrastructure they are going to use during the execution of the tasks and present it accordingly.

Q3: We understand that the Contractor shall submit a quality assurance plan and a project management plan (if applicable) for each specific order. Please confirm that our understanding is correct.

A3: Your understanding is correct – see point 4.3.3.4 of the Specifications.

Q4: We understand that the Contractor will undertake second level support for the Application of the Lots 1, 2 and 3. Could you please confirm?
Furthermore, could you please specify whether the first level support will be undertaken by the Contractor or by the Office?

A4: For the lots 1, 2 and 3 the Contractor will undertake the second level support for the applications concerned, whereas the Publications Office will undertake the first level support.

Q5: Invitation Letter, point 7

"The tender must be signed by the tenderer or his duly authorised representative."

We understand that the Tenderer should sign only where necessary and is requested to do so e.g. specific declarations, forms, financial offer, etc. and not the whole offer in each page. Could you please confirm?

A5: Your understanding is correct. In footnote no^o2 on page 9 of the Specifications the following is stated:

"The tenderer shall sign the cover letter and all documents expressly requiring signature"

Q6: Specifications, annex 8

"8. A PARF consists of three pages (all the pages shall be completed) plus the project plan of maximum 3 pages."

We understand that maximum six (6) pages per project reference are permitted. Please confirm.

A6: If you take into account that the PARF, as such, shall consist of exactly three pages, and the project plan of maximum 3 pages, your understanding is correct.

Q7: Specifications, point 4.5.2

"The Contractor shall provide the following deliverables without further payment by the Publication Office within ten (10) working days following the contract's expiry or its termination"

It is indicated in the Specifications that the Hand-over period should be one month. However, it is indicated also that the Contractor shall provide the Hand-over deliverables within ten (10) working days following the contract's expiry or its termination. Could you please clarify when the Hand-over should start in relation to the date of the Contract termination in order to prepare our plan accordingly?

A7: Point 4.5.2 of the Specifications quoted in the question shall be read as follows:

"The Contractor shall provide the following deliverables without further payment by the Publication Office during the hand-over, which shall start one (1) month: (i) before the expiry of the contract in accordance with the provisions defined in article I.2, or (ii) before the termination date in accordance with the provisions defined in article I.10."

"The Contractor shall provide the following deliverables without further payment by the Publication Office within ten (10) working days following the contract's termination in accordance with the provisions defined in article II.15."

Q8: Could kindly let us know the last date of submission of the proposal, so that we also participate in that Tender?

A8: The deadline for the submission of offers (17/05/2011) is provided in:

- point IV.3.4) of the Contract Notice;
- point 1 of the Invitation Letter.

Q9: Referring to the Call for Tenders in subject for the contract "AO 10340 'computing services — software development, maintenance, consultancy and assistance for different types of IT applications.", published in the Official Journal 2011/S 66-106099, we would like to inform you that we have already downloaded the available electronic copy of the Specifications from the Publications Office website.

In addition, we would like to receive the Specifications documents in paper form, as well as any other additional information in English language, both in electronic and paper form.

A9: The Specifications is available only in electronic form to be downloaded from the Publications Office web page. This information is to be found in the first paragraph of the Invitation Letter:

*"The tender documentation concerning the above mentioned invitation to tender which you have requested is **only available in English on the following web page:***

http://www.publications.europa.eu/tenders/our/index_en.htm."

Please be also advised that any additional information, including the present one, issued during the tendering procedure will be communicated to the prospective tenderers by electronic means only, as well as posted on the above mentioned web page.

Q10: Specifications, annex 8

"Execution of framework contracts can be presented as a proof of technical capacity. In this case tenderer has to use one PARF per specific contract executed under the given framework contract."

Questions:

a) Our understanding is that a Framework Contract under which several separate Specific Contracts were implemented each of them concerning the implementation or maintenance of a separate specific systems/applications (e.g. Specific Contract 1 concerns the implementation of Application 1 while Specific Contract 2 concerns the implementation of Application 2, etc.) cannot be submitted as a single PARF.

Please confirm that our understanding is correct.

b) The Tenderer has implemented many Framework Contracts that cover several applications or systems and involve the delivery of both application development and/or maintenance services with regards to these systems. However, for each of these systems the development/maintenance services were requested and implemented (for reasons of contract administration and budget management) via specific requests concerning the delivery/maintenance of a small functionality on an incremental way.

Therefore, for the development or maintenance of a single specific application the Client has issued various QTM requests/BDCs/Specific Agreements (SAs) which although formed part of the overall scope of the project which was the development and for maintenance of the specific application. In the case of such Framework Contracts (the way of implementation of which is quite similar with the way that the envisaged contract will be implemented) we understand that:

1. Tenderer's are not allowed to provide a single PARF corresponding to the Framework Contract as a whole. Please confirm.

2. Tenderer's are allowed to present as a single PARF a project, whom the scope was the development/maintenance of a specific system/application and was implemented (for reasons of contract administration and budget management) on the basis of various Orders/QTMs/SAs issued under the Framework Contract.

Please confirm that our understanding is correct.

3. Tenderer's are allowed to present as a single PARF a project whom the scope was the development/maintenance of a specific system/ application and was implemented (for reasons of contract administration and budget management) on the basis of various Orders/QTMs/SAs issued under one or more Framework Contracts (e.g. the first Framework Contract expired and the project continued under the new Framework Contract issued by the client). Please confirm that our understanding is correct.

The same questions apply for all lots.

A10: The answers below apply to all lots.

a) Your understanding is correct.

b1) Your understanding is correct.

b2) Your understanding is correct.

b3) Your understanding is not correct. The project covered by two, or more, successive Framework Contracts cannot be presented as a single PARF.

Q11: Additional Information no°5, answer to question no°7

"Q7: According to our understanding PARFs related to the provision of services on a Fixed Price basis as well as PARFs related to the provision of services on a Time and Means and Quoted Time and Means basis will be acceptable. Please confirm that our understanding is correct.

A7: Your understanding is correct."

Annex 8, PARF, page 1 of 3

"Fixed Price contract (Y/N): ..., Time and Means contract (Y/N) ..."

Questions:

a) We understand that, since the PARFs related to the provision of services on a Fixed Price, Time and Means and Quoted Time and Means basis will be acceptable, the Tenderer should read:

"Fixed Price contract (Y/N): ..., Time and Means contract (Y/N) ..., Quoted Time and Means contract (Y/N) ..."

in the Project/Activity Form template.

b) According to our understanding, in case the Tenderer presents a PARF that corresponds to a hybrid contract e.g. a contract that involves the provision of Fixed Price and Time and Means services, then the

Tenderer should insert Y in the "*Fixed Price contract*" and "*Time and means contract*" cells of the Project/Activity Form template.

Please confirm that our understanding is correct.

A11: a) Your understanding is not correct. The services provided on the Time and Means basis, irrespectively of their particular form, shall be included in the filed "*Time and Means contract (Y/N) ...*" of the Project/Activity Form template.

b) Your understanding is correct.

Q12: Additional Information no°3, answer to question no°6

Questions:

With regards to your response to Question 6 of AO 10340-Additional Information no 3, we understand that, in its proposal for the SLA, the Tenderer should not reproduce the KPIs which are presented in point 4.7.2 of the Specifications. Only additional KPIs to those already proposed in 4.7.2 may be presented (if any). Please confirm that our understanding is correct.

A12: Your understanding is not correct. In answer to question no°6 it is said that the Tenderers shall "*propose the SLA as a whole*". Consequently, the elements of the SLA already predefined in the Specifications shall also be included in the Tenderer's proposal.

Q13: Specifications, point 4.3

"Service Level Agreement (SLA) - A document agreed between the parties based on the specifications and the offer of the contractor, laying down amongst others the quality of the services in the form of Key Performance Indicators (KPIs) and the consequences if the KPIs are not met."

Questions:

a) Could you please clarify whether the Tenderer is expected to present in its proposal for the SLA the consequences if the KPIs are not meet or should a reference to the respective part of the Framework Contract which defined the applicable liquidated damages would be sufficient?

b) If the former, could you please clarify how the Tenderer's proposed consequences if the KPIs are not met will be evaluated? Should we understand that the Tenderer will receive maximum points if the proposed consequences correspond to liquidated damages as set out in the contract?

A13: a) It is up to the Tenderers to decide what kind of information they are going to provide in their SLA proposal.

b) The additional KPI(s), if any, are only one of the elements of the draft SLA. Consequently, the points will be awarded on the basis of the draft SLA as a whole, including the level of any proposed new KPIs.

Q14: Specifications, point 2.3

"The documents related to the technical award phase (only) shall also be provided in electronic form in a searchable format."

To our understanding the requirement for an electronic copy (CD-ROM) concerns only the documents related to the technical award phase, therefore the Tenderer does not have to provide the electronic copy of the following elements/sections of the proposal:

- Section One - Administrative Information;
- Section Two - Exclusion Criteria;
- Section Three - Selection Criteria/ Economic and Financial Capacity;
- Section Three - Selection Criteria /Technical and Professional Capacity.

Please confirm that our understanding is correct.

A14: Your understanding is correct.

Maria Manuela Cruz
Maria Manuela CRUZ
Head of Unit