



Tender Specifications annexed to Invitation to Tender

Ref. SJU/LC/137-CFT

Provision of web, intranet and email services for the SESAR Joint Undertaking

11 August 2017

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1 INTRODUCTION

1.1 ACRONYMS AND TERMINOLOGY USED IN THIS DOCUMENT

ATM	Air Traffic Management
CMS	Content Management System
CRM	Customer Relationship Management
GPL	General Public License
GNU	GNU's Not Unix
R&D	Research and development
SESAR	Single European Sky ATM Research Programme
SJU	SESAR Joint Undertaking (European Union body under Council Regulation (EC) No 219/2007 as amended by Council Regulation (EC) No 1361/2008)

1.2 INTRODUCTION TO THE SJU

The purpose of the SJU created under Article 187 of the Treaty on the Functioning of the European Union, is to ensure the modernisation of the European air traffic management system through the coordination and concentration of all relevant research and development efforts.

The SJU is responsible for the implementation of the European ATM Master Plan and for carrying out specific activities aimed at the development of a new generation air traffic management system capable of ensuring the safety and fluidity of air transport worldwide over the next thirty years. Further information on the activities of the SJU is available at www.sesarju.eu.

1.3 COMMUNICATION ACTIVITIES AT THE SJU

In order to ensure strong engagement from a wide range of stakeholders, the SJU believes that communications must be truly integrated into the overall framework of the SESAR Programme. The success of the Programme, and the achievement of the Programme's results, relies heavily on a strong communications plan to ensure that key messages are disseminated to the main audiences of the SJU, namely:

- SESAR members and partners
- All staff and/or experts involved in the Programme
- The wider air transport and aviation community
- EU and national-level decision makers
- Academic and research community
- General public

In addition, the SJU aims to raise the political awareness of SESAR with the support of, and in close collaboration with, the European Commission and the members of the SJU. The SJU therefore coordinates its communications efforts with the communication activities planned by the SESAR members and partners. Specifically, the SJU undertakes:

- External communication activities with SESAR members and partners;

- Internal communications targeting the +/- 3000 SESAR dedicated staff;
- Stakeholder outreach through participation at ATM and aviation-related conferences and workshops to inform the audiences on SESAR's progress;
- Digital and online communications, including e-newsletters, animations, interactive tools and social media;
- Publication of a range of printed material to highlight the successful outcomes of the programme and the unique collaborative partnership;
- Media activities, including promoted content, press features and articles and media targeted events.

1.4 SESAR JU WEBSITE

The SJU's public website is the main communications tool and prime source of information for the stakeholders that the SJU aims to reach.

Revamped in 2017, the SJU website attracts approximately 20,000 users monthly and seeks to be an exemplary model of website design, user-friendliness and innovation. Within the website, particular attention is paid to communicating SESAR's approach and achievements to targeted audiences, through animations, graphics and videos.

The website has the following technical specifications:

- CMS: Drupal 8
- Hosting: PAAS (Platform as a Service) Cloud hosting service (by Platform.sh)

1.5 SESAR JU INTRANET

In addition to the website, the SJU also has an intranet running on SharePoint 2016, which is accessible only to SJU staff. The SJU places great importance on having strong internal communications, and with this in mind, seeks to provide a unique space through which staff can access important information related to their day-to-day work, as well as can share interesting "social" news and events. It is foreseen that some improvements to this tool will be required in the coming years, specifically resulting from the recent integration of the Intranet with the SJU's Document Management System and Quality Management System (also based on SharePoint 2016).

The intranet has the following technical specifications:

- Platform: SharePoint 2016
- Hosting is managed internally by SJU IT team (currently out-sourced) and thus outside the scope of this call for tenders.

Configuration control and SharePoint administration is led by the SJU under the governance of the SJU Quality and ICT governance committee.

1.6 SESAR JU E-MARKETING

The SJU regularly sends out internal and external e-newsletters, as well as ad-hoc mailshots and event invitations. The contacts database associated with the email marketing campaigns contains some 30,000 stakeholder contacts, as well as 1,500 journalists. On average, the SJU sends 50 campaigns annually (E-news, invitations), as well as 5-10 press releases sent per year. The SJU is currently using an e-marketing tool, which meets the needs of the organisation in terms of its contact management functionalities.

1.7 SESAR MOBILE APP & SOCIAL MEDIA

The SJU has a mobile app (see <http://www.sesarju.eu/mobile-app>), which is available for download for both Android and Apple mobile devices, and an HTML5 version for desktop access. The SJU app is published by the European Commission app store accounts, in accordance with the rules of the European Commission (http://ec.europa.eu/ipg/plan/mobile/mobile_app/index_en.html). The app is used mainly by the SESAR JU to encourage interactivity around major events organised by the SESAR JU. Going forward, the SESAR JU is interested developing more general day-to-day use of the app, to encourage stakeholder engagement, particularly around SESAR Solutions, and better linking the app with other social media channels. The SESAR JU is open to the possibility of switching to other app providers.

In terms of social media, the SJU currently is active on:

- LinkedIn (Group: 6,000 members, Company page: 3,000 followers)
- YouTube (Subscribers: 850, Views: 394,666)
- Twitter (Followers: 2,000)
- Flickr

Additional platforms may be targeted in the future.

1.8 PURPOSE OF THIS CALL FOR TENDER

The purpose of this call for tender is to establish one direct contract for the provision of services covering the following online related communications activities:

I. Public website

- Hosting services
- Maintenance (corrective, preventive, evolutive)
- Development and design of new web pages and digital tools (e.g. animated GIFS, interactive online tools or animated banners)
- Content management

II. Intranet

- Graphical and functional design and development
- Content management

III. E-marketing

- E-marketing tool licence
- Hosting and maintenance of the e-marketing tool
- Content management
- Campaigns analysis and management
- Contacts management

This document constitutes the tender specifications accompanying the SJU's invitation to tender. It describes the types of services that will be covered under the contract and may be requested (as detailed in Section 2) and the evaluation procedure on the basis of the exclusion, selection and award criteria (as detailed in Section 4).

1.9 INDICATIVE TIMETABLE

Milestone	Deadline
Launch of this call for tenders	16 August 2017
Deadline for requesting additional information/clarification from the SJU	No later than 10 calendar days before the closing date for submission of tenders
Last date on which clarifications are issued by SJU	No later than 6 calendar days before the closing date for submission of tenders
Deadline for reception of tenders at SJU's premises	29 September 2017
Expected notification of award	Beginning of November
Expected contract signature and starting of implementation	End of November 2017

2 SERVICES REQUIRED

The following section provides details of the services that the Contractor may be required to provide. However, the list is **non-exhaustive** and other services similar in kind and nature may be requested depending on the needs of the SJU.

Services should be carried out in full compliance with Data Protection Regulation rules applicable to the SJU, further details in section 2.2.1 below and in requirements of deliverables to be submitted.

Tenderers should note that the working language at the SJU is English and therefore the SJU normally only creates communication materials in English, although sometimes these can be translated for specific events or activities.

2.1 CORE SERVICES

Includes the provision of web, intranet and e-marketing services as defined below.

2.1.1 Web services

The following services (the list is non-exhaustive) need to be considered.

2.1.1.1 Main hosting, maintenance and development services

- Manage the hosting of the SJU website, which entails the following:
 - Take over the current contract with Platform.sh or
 - Propose an alternative PaaS (Platform as a Service) solution that meets the Service Level Agreement (availability, performance, backup & recovery, monitoring, security, protection from attacks...)
- Maintain CMS application (Drupal) and underlying LAMP stack: Installing new releases or patches, resolving bugs and incidents as they arise;
- Upon request from SESAR JU, modify parts of the website or develop and implement new functionalities modules, web parts or mini-web sites involving the creation, development and testing of the concept, script, structure, design and content;
- Ensure the optimal referencing by search engines;

- Manage user access to the website;
- Conduct quality control of the website, media platform and social media channels;
- Respect the Service Level Agreement (SLA) requirements, covering availability, downtime, backup/restore, disaster recovery, load balancing, release management, critical fixes and data protection requirements. See section 2.4.4 for more details.

2.1.1.2 Interoperability and standards

- The web maintenance undertaken should be compliant with the latest web and accessibility standards, and existing browsers and platforms;
- The CMS system and other web applications and databases shall be preferably Open Source software with GPL, GNU or equivalent licences; proprietary software could also be envisaged;
- The CMS and the various web applications need to link or integrate seamlessly;
- The website and its applications should continue to be responsive on multiple platforms – cross browser tablets and smartphones.

2.1.1.3 Content management services

- Publish event announcements, news, calls and other new content for the SJU website;
- Create new web pages, including related metadata and links;
- Add documents and maintain the publications library on the SJU website;
- Convert and format images and other graphical resources into banners for the website;
- Create, publish and manage online polls and surveys and event registration lists;
- Create and manage content for the SESAR mobile app and conduct regular statistics on usage rates;
- Select, edit and publish photos and images;
- Identify videos and multimedia material from SJU partners to enrich SJU website;
- Maintain the image library of website;
- Conduct post-analysis of email campaigns, including open e-mails, click-throughs, unsubscribed, and leads generated to ensure campaigns reach the intended audience;
- Create new areas in the website for specific promotional campaigns, such as for large SESAR events or SESAR 2020;
- Edit audio and video content for use of SJU website and social media platforms, and creating video loops for use at events;
- Cross referencing with partners' sites;
- Perform audit of the web site and suggest improvements (content, structure, design, multimedia...) to keep the web site as exemplary model;
- Produce regular web statistics.

2.1.2 Intranet services

The following services (the list is non-exhaustive) need to be considered:

2.1.2.1 Main graphical and functional design and development services

- Design the “look and feel” of the Intranet, maximising usability;
- Work with the relevant team at the SJU to integrate Intranet with SJU’s Document Management System and Quality Management System to ensure a seamless flow for the end user, and represent the SJU communications at monthly quality meetings;
- Improve Intranet functionalities, such as search tool, and provide advice on the introduction of new web parts to the Intranet platform;
- Provide regular reports on bugs and issues to be addressed by designated MS SharePoint helpdesk and support to the SJU in proposing options for resolution.

2.1.2.2 Content management services

- Manage day-to-day content (new, notifications, polls) of the Intranet, post content on request and offering advice on how to encourage greater engagement with staff;
- Manage back-end of intranet, organising picture and document libraries.
- Convert and format images and other graphical resources into banners to accompany/illustrate content.
- Liaise with the SJU SharePoint administration function and prepare reports and proposals for SJU governance, as required.

2.1.3 E-marketing

The following services (the list is non-exhaustive) need to be considered.

2.1.3.1 Hosting, maintenance and development services

- Manage current e-marketing licensing contract;
- If a decision is taken by SJU to migrate to another tool at any point in the future, identify potential candidates, purchase the licence for the selected tool and perform the migration of the necessary data (contacts, archives...);
- Respect the SLA requirements, covering availability, downtime, backup/restore, disaster recovery, load balancing, release management and critical fixes. See section 2.4.4 for more details.

2.1.3.2 Main content management services

- Update and maintain contacts lists within the SJU’s e-mail marketing tool, importing contacts, dealing with spam and bouncing addresses , handling unsubscriptions and creating the necessary target segmentation;
- Create e-newsletter templates in line with SESAR 2020 visual branding, formatting monthly e-newsletters, preparing mailing lists, testing and sending;
- Prepare content for other ad-hoc, targeted email campaigns, such as event invitations and press releases, creating related templates, mailing lists;
- Import/export mailing lists; unsubscribed contacts management; groups and lists; custom demographics or contact attributes; handle of duplicate. All data must be handled in compliance with data protection principles, see section 2.2.1 below.
- Provide reporting on each mailshot:

- statistics; opened, forwarded and bounced emails; handling of unsubscribed and
- undelivered emails; export/download reports; compare reports
- integration with Drupal to allow interested subscribers to subscribe via the SJU Website

2.2 ANCILLARY SERVICES

The future contract shall perform a set of ancillary services to ensure the adequate achievement of the services described in section 2.1.

2.2.1 Compliance with Data Protection principles

Tenderers should note the importance of services and solutions to be provided in compliance with Data Protection Regulation rules applicable to the SJU.

In this respect, and in addition to the relevant provisions of the Contract, the applicable legislation until 25 May 2018 is the Data Protection Regulation (EC) No 45/2001¹ and the General Data Protection Regulation (EU) 2016/679² as from 25 May 2018.

The Guidelines of the European Data Protection Supervisor (EDPS) on Web Services³, (the 'Guidelines') provide specific hands on guidance for Contractors and the SJU on compliance with the Regulation(s).

Tenderers are requested to include consideration of the Guidelines when preparing their tenders. This requirement will be one of the elements to be subject to the evaluation of the tenders. Compliance with data protection principles (the Guidelines) will be monitored through the project plan/progress report, in particular the following elements:

- Identification of categories of personal data processed via web, email marketing services, app and social media platforms/services;
- The use of cookies, scripts and any other tools to be stored or executed on the user terminal device;
- Server side processing of personal data and the wider issue of tracking;
- Main considerations in the use of third party services and personal data transfers, if applicable and in any case always subject to strict authorisation by the SJU;
- Online service specific security issues.

2.2.2 Overall contract management

The Contractor should provide the following services, among others:

- Liaise with other contractor/s to manage any possible hand-over;

¹ 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

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2001:008:0001:0022:en:PDF>

² Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance)

<http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&qid=1500890290438&from=en>

³ https://edps.europa.eu/sites/edp/files/publication/16-11-07_guidelines_web_services_en.pdf

- Manage workflows for each of the service areas identified;
- Manage contracts (revision, termination) with third-party providers (e.g. newsletter tool software providers)
- Respond to SJU contractual requests;
- Participate in progress meetings with the SJU;
- Carry out the reporting duties on all activities and the related budget.

2.2.3 Proactive advice

The Contractor shall seek to be proactive in its management of the contract and level of performance of services as follows:

- Conduct progress monitoring and review of services. For this purpose the SJU welcomes, but does not explicitly request, the use of a project management tool for monitoring and reporting;
- Offer creative ideas for the online content visualisation;
- Provide ongoing advice on the relevance of the tasks and activities;
- Alert SJU when services requested go beyond the scope of the contract and propose solutions that would meet the SJU needs in terms of budget and scope.

2.2.4 Intellectual Property

The future Contract will be subject to the IPR provisions of the Contract.

It should be noted that, if the activity results (please, refer to the draft contract for the definition of the “results”) are not to be fully created for the purpose of the contract it should be clearly pointed out in the tender. There should be information provided about the scope of pre-existing materials, their source and when and how rights to them have been acquired.

In addition, the tenderer should foresee in its tender the management of different licences required for the provision of services.

2.3 ROLES AND RESPONSIBILITIES

2.3.1 Compulsory profiles

The future Contractor will set up a team combining all the know-how and experience necessary to carry out the services described in the section 2.

Regardless whether performed by **one or several team members** (one person could cover two profiles below), the team should encompass the following compulsory profiles:

- i. Project leader
- ii. Content management
- iii. Web developer
- iv. Multimedia developer

See section 4.3.3 for more details of the required technical capacity for each of the compulsory profiles.

2.3.2 Management and contact with SJU

The future Contractor must ensure that the composition of the team complies with the present tender specifications throughout the full duration of the contract including providing an appropriate

back-up person in case of absences; inform the SJU of any changes (departures, arrivals, promotions, etc.) in the composition of the team during the performance of the contract. The future Contractor must provide the training programmes necessary to ensure a constant high quality of services of the team.

The SJU reserves the right to request the replacement of any member of the team whose experience and/or competence are deemed to be inadequate, stating its reasons.

2.3.3 Other profiles and subcontracting

In addition to the compulsory profiles of the permanent team, specific profiles shall be made available, such as: IT analysts, specialised developers, graphic designers, social media experts, mobile app developers.

Special attention will be paid to the approach proposed by the future Contractor for managing subcontractors. The future Contractor will be required to indicate the kind and share of work which they plan to subcontract and the name of any companies to which they are already intending to subcontract a certain share of the work/services.

2.4 DELIVERABLES AND MONITORING

The following deliverables are envisaged for the full duration of the Contract:

2.4.1 Project plan

The Contractor should propose an annual project plan setting out the working agenda and methodology to deliver services described in section 2, categorised as follows:

- Website hosting and management
- Intranet content management and development
- E-marketing

Timing for submission: to be delivered at the kick-off meeting to be held upon signature of the contract.

2.4.2 Data protection report

Report on compliance with the Data Protection principles as defined in section 2.2.1 above. The section shall include the methodology on how the SJU shall comply with the Regulation and the Guidelines of the EDPS.

All the elements of the Guidelines shall be considered. It should be noted that the Guidelines are a rather exhaustive document and therefore many elements may appear irrelevant (disproportionate for the SJU); in those cases, the Contractor will be asked to provide a brief explanation on the report.

Timing for submission: An initial draft is to be delivered at the kick-off meeting to be held upon signature of the contract. A final report will be required by March 2018. Any update of the online tools having an impact on data protection and hence on the report, will be reported via the progress report. Further developments will be discussed at the kick off and regular progress meetings.

2.4.3 Progress reports

Progress meetings between the Contractor and the SJU will take place on a monthly basis either by teleconference or on the SJU premises. These meetings will monitor the progress of the work based on the annual project plan. The future contractor shall submit within the first week of each quarter a report addressing the following points:

- Description of any deviation and its causes from the plan set in the previous quarter;

- Proposed planning for the next quarter, including the specific dates for intervention;
- List of the completed tasks, and statistics on support and maintenance activities;
- Fixed costs (e.g. hosting) and variable costs (e.g. maintenance, development, and content management);
- State of play of licenses (alternatively this information could be provided on an annual basis – To be agreed at the kick off meeting and during contract performance);
- Analysis of compliance Data Protection principles, as defined in section 2.2.1, and tracking of any developments of the Data Protection report.

An alternative reporting methodology to the above explained, that would be in any case subject to discussions and agreement of the SJU, may be proposed by the future contractor.

Timing for submission: To be further defined at the kick-off meeting to be held upon signature of the contract.

2.4.4 Service level agreement (SLA)

The Contractor should analyse the needs of the SJU and propose a Service Level Agreement (SLA), covering availability, downtime, backup/restore, disaster recovery, load balancing, release management, critical fixes and data protection requirements. The following is what the SJU considers are minimum requirements needed within the SLA, but welcomes the Contractor's analysis of the needs and their feasibility of application:

2.4.4.1 Content management (website, intranet, app and e-marketing)

Availability

- Availability during working hours of the SJU with on-site presence at the SJU premises.
- Monday to Friday from 9.00 a.m. to 6.00 p.m and reachable via mobile outside office hours in case of urgent requests.
- Availability to attend SESAR events across Europe.

Volume

- Average of 3.5 hours per day; 210 hours every quarter that could increase at specific periods (large events, etc) at a standard rate. The reporting on the hours worked, including additional hours, will be done on a quarterly basis as indicated in section 7.

2.4.4.2 Hosting, development and maintenance services (website, intranet, app and e-marketing)

Availability

- Requirement: 24 hours per day, 7 days per week (365 days a year)
- Measurement Range: Low = 99.8%; High = 99.999%
- Compliance: Maintain Web-hosting application availability in good working order so that service recipient and client activities can take place within defined time frames.
- Measurement Frequency: Monthly
- Calculation Formula: Total available hours/by total hours (less scheduled maintenance hours) in measurement period. Each server x 24 hours x 21.16 days (average work days in a month) = "Monthly Available" to define if "Service Level Attained"

Response time

- Requirement: 24 hours per day, 7 days per week (365 days a year)
- Measurement Range: Low = Page load target within 5 seconds;
- High = Page load target within 1 second;
- Compliance: Maintain Web-hosting applications availability in good working order so that service recipient and client activities can take place within defined time frames.
- Frequency: Monthly
- Calculation Formula: Response Time: <Y seconds. Formula: Time it takes for all elements to appear on an end-user screen from inquiry request initiation

Backup and recovery

- Requirement: 24 hours per day, 7 days per week (365 days a year)
- Measurement Range: Low = 99% of the time; High = 99.99% of the time.
- Compliance: Perform daily backup, maintain minimum 7 daily cycles, 6 weekly, 13 monthly. Perform one recovery test per year upon the SJU's request.
- Frequency: Monthly
- Calculation Formula: Confirm backup/recovery from backup/recovery logs
- Data Sources: Provide reporting of the back-up functions including date and time-stamp capabilities and status.

Security

The contractor will provide full description of security measures taken to protect the applications and the data from intentional or accidental damage and from unauthorised access, such as:

- Server security management
- Protection from denial of service attacks
- Timely application of security patches
- Anti-virus to ensure protection from documents coming from users
- Human error reduction

The contractor must ensure that the latest patches and operating system updates are performed to ensure security. In case there are incidents where security breaches are suspected then the SJU should be informed.

These security measures should be carried out in compliance with Data Protection principles.

Restore times

The service restore time is the time needed by the contractor to provide a solution to restore the service. During normal working hours (8:30am - 5:30pm) (Central European Time), the following reaction times are expected:

Response times

- Critical: 90% within 1 hour, 10% within 2 hours
- Urgent: 95% within 2 hours, 5% within 4 hours
- Normal: 95% within 4 hours, 5% within 6 hours

Timing for submission

The Contractor should deliver an initial draft of the SLA within one week following the kick-off meeting to be held upon signature of the Contract.

2.4.5 Handover to the next contractor

At the end of the contract, the Contractor shall take the necessary steps to ensure efficient and effective handover of activities to the next contractor to guarantee continuity of operations. Upon conclusion of the contract, the contractor will be required to provide the SJU and/or the next contractor with all the necessary information to continue the services.

Timing for submission: To be further defined 6 months before the end of the contract.

2.5 PLACE OF PERFORMANCE

While the services requested will mainly be performed at the future contractor's premises, meetings may take place via teleconference.

Onsite presence at the SJU's premises will be required for services related to content management, subject to agreement during the kick off of the contract.

Costs of attending any meetings shall be borne exclusively by the contractor.

3 INFORMATION ABOUT THE CONTRACT/S

3.1 NATURE

The contract to be concluded is one direct service contract for services covered in section 2.

In submitting a tender, the tenderer accepts all terms and conditions specified in the draft contract.

3.2 DURATION

The duration of the contract is 12 months, which may be renewed for up to a total duration of 48 months (see Article I.2.5 of the draft contract annexed to the Invitation to tender).

Accordingly, the maximum duration of the contract shall not exceed the duration of the SJU in accordance with amended Council Regulation (EC) No 219/2007 of 27 February 2007 on the establishment of a Joint Undertaking to develop the new generation European air traffic management system (SESAR), unless during the period of the validity of the contract the Regulation is amended to extend its duration.

3.3 VALUE

The maximum allocated budget for this contract is 520,000 EUR (VAT excluded).

The SJU may negotiate the repetition of similar services entrusted to the selected contractor for a maximum of a 50% of the total values below indicated in these tender specifications⁴.

3.4 PAYMENTS

Payments are to be made on a quarterly basis, subject to the approval of the quarterly report, or any other requests made by the SJU.

3.5 VARIANTS

Variants on the terms of reference are not permitted.

⁴ As per Article 134 (1) f) and (3) of the 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.

4 ASSESSMENT OF THE TENDERS AND AWARD OF THE CONTRACT

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements set out in these tender specifications;
- Evaluation of tenders on the basis of the award criteria;

The SJU will assess these criteria in no particular order. The successful tenderer must pass all criteria to be awarded the contract.

4.1 MINIMUM REQUIREMENTS

Only the tender meeting minimum requirements and addressing all the aspects of the Technical Specifications in Section 2 of this call for tender will be considered compliant with the Technical Specifications.

The tender shall also be in compliance with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour law conventions listed in Annex X to the Directive 2014/24 EU. The tenderer will declare in the Declaration on Honour on Exclusion Criteria and Selection criteria (Annex 3) being compliant with these requirements.

4.2 ASSESSMENT IN THE LIGHT OF EXCLUSION CRITERIA

In accordance with Article 106 of the Financial Regulation in order not to be excluded from participation in the present procedure, the tenderer shall provide evidence of not being in any of the following situations:

(a) bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations (the tenderer shall also be excluded on this ground if a natural or legal person that assumes unlimited liability for the debts of the economic operator is in the aforementioned situation);

(b) it has been established by a final judgment or a final administrative decision that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract (the tenderer shall also be excluded on this ground if a natural or legal person that assumes unlimited liability for the debts of the economic operator is in the aforementioned situation);

(c) it has been established by a final judgment or a final administrative decision that the economic operator or a person, who is a member of the administrative, management or supervisory body of that economic operator, or who has powers of representation, decision or control with regard to that economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where

such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:

(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;

(ii) entering into agreement with other economic operators with the aim of distorting competition;

(iii) violating intellectual property rights;

(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;

(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;

(d) it has been established by a final judgment that the economic operator or a person, who is a member of the administrative, management or supervisory body of that economic operator, or who has powers of representation, decision or control with regard to that economic operator is guilty of any of the following:

(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995 (1);

(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the law of the country where the contracting authority is located, the country in which the economic operator is established or the country of the performance of the contract;

(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;

(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;

(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;

(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;

(e) the economic operator or a person, who is a member of the administrative, management or supervisory body of that economic operator, or who has powers of representation, decision or control with regard to that economic operator has shown significant deficiencies in complying with main obligations in the performance of a contract financed by the budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an authorising officer, OLAF or the Court of Auditors;

(f) it has been established by a final judgment or final administrative decision that the economic operator or a person, who is a member of the administrative, management or supervisory body of that economic operator, or who has powers of representation, decision or control with regard to that economic operator has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95.

(g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to:

- i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;
- ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
- iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations;
- iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or
- v. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.

In accordance with Article 107 of the Financial Regulation, the contract shall not be awarded to any tenderer falling under any of the following circumstances:

- a) is in an exclusion situation established in accordance with Article 106 of the Financial regulation, listed above;
- b) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- c) was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

Evidence to be provided

Accordingly, tenderers must provide a Declaration on Honour (see Annex 3), duly signed and dated, stating that they are not in one of the situations referred to above⁵.

Nota Bene:

The tenderer to which the contract is to be awarded shall provide, within 14 calendar days following notification of award and preceding the signature of the contract, the original Declaration on Honour on Exclusion Criteria and Selection Criteria (if provided in copy at the offer submission stage) and the following documentary proofs in original to confirm the declaration referred to above:

1. For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.
2. For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial

⁵ Where parts of the services are intended to be subcontracted the tenderer has also to ensure that the subcontractors satisfy the exclusion criteria as indicated in Sections 7 and 18 of invitation to tender Ref. SJU/LC/0126-CFT. Where a consortium is submitting a tender, each member of consortium must provide the required Declaration on honour as indicated in Sections 7 and 18bis of the mentioned invitation.

authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

If the person already submitted such evidence for the purpose of another procedure, its issuing date does not exceed one year and it is still valid, the person shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.

4.3 ASSESSMENT IN THE LIGHT OF SELECTION CRITERIA

The tenderer must have the overall capabilities (legal, economic, financial, technical and professional) to perform the contract. All the requirements listed below must be met in order to enter the next phase of the assessment in the light of award criteria.

Please note that in the selection phase, assessment focuses on the past experience and capacity of the tenderer, and not on the quality of the (technical) offer. The latter is to be assessed in the light of the award criteria.

The SJU may waive the obligation for a tenderer to submit the documentary evidence requested under sections 4.3.1 and 4.3.2 below if such evidence has already been submitted for another procedure and provided the documents were issued not more than one year earlier and are still valid. In such cases, the tenderer must declare on his honour that the documentary evidence has already been provided in a previous procedure with the SJU, provide reference to that procedure, and confirm that there has been no change in the situation.

4.3.1 Legal capacity

Tenderers are requested to prove that they are authorised to perform the contract under the national law.

Evidence to be provided:

Tenderer shall provide duly filled and signed Declaration on Honour on Exclusion Criteria and Selection criteria (Annex 3) as a part of his tender and the following evidence:

- Evidence of inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.
- Legal entities' form (for the Coordinator and for each Consortium Member, not needed for subcontractors), dully filled-in and accompanied by all the supporting documents requested therein, (see section 7b) of Invitation to tender Ref. SJU/LC/0126-CFT). (please, use the form available on the following web page:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm);

- Financial identification form (only for the Coordinator or the one responsible for payment matters) dully filled-in (please, use the form available on the following web page:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm);

4.3.2 Economic and financial capacity

The tenderer (the coordinator and each consortium member) shall be in a stable financial position and have sufficient economic and financial capacity to perform the contract.

Evidence to be provided:

Proof of economic and financial capacity shall be furnished by the following documents:

1. Evidence of professional risk indemnity insurance;

2. Balance sheets (or extracts from balance sheets) for at least the last two years for which accounts have been closed;
3. Statement of overall turnover during the last three financial years;

If, for some exceptional reason which the SJU considers justified, the tenderer (the coordinator and each consortium member) is/are unable to provide the references requested here above, the tenderer (the coordinator and each consortium member) may prove the economic and financial capacity by any other means which the SJU considers appropriate.

Nota bene: Public bodies and higher education establishments are not subject to a verification of their economic and financial capacity

4.3.3 Technical and professional capacity

The technical and professional capacity of the Tenderer (the coordinator and each consortium member), proving suitability to provide the services to be covered by the Contract will be evaluated on the basis of the minimum requirements and evidence thereof provided as described in the subsequent paragraphs.

To that end, those not complying with the following minimum requirements will not go to the subsequent assessment stage.

4.3.3.1 Minimum requirements

The **Tenderer** must meet the following minimum requirements

1. Professional experience in carrying out service assignments similar to those specified in Section 2, in order words:
 - i) Expertise of working in IT web project management;
 - ii) Advanced knowledge of web server and web platforms and associated programmes;
 - iii) Advanced knowledge of web maintenance;
 - iv) Advanced knowledge of the latest web content developments;
 - v) Advanced knowledge on content management for web and intranet platforms;
 - vi) Proven experience of working in an international environment;
 - vii) Advance expertise of email marketing/mobile app configurations, with proven track record in project management (all phases);
 - viii) Advanced expertise of integrating email marketing tools within a website environment;
 - ix) Knowledge of Data Protection principles;
 - x) Proven experience of working in an English-speaking and in an international environment.
2. Necessary human resources to perform the contract in line with best professional practice, including:
 - i) One **project leader** (account manager), with at least 10 years in the field (5 of which in the role concerned) with relevant experience (project/account management) in web hosting, maintenance and content projects, which will be appointed as contact point for the SJU.
 - ii) At least one **content manager** with at least 5 years' experience (5 of which in the role concerned) of content creation and management for intranet/web/mobile app and e-marketing platforms, in the EU and aviation sector.

- iii) At least one **web developer** (front end/back-end), with at least 5 years' experience (2 of which in the role concerned) in the field of web programming with knowledge of programming languages and latest web developments.
- iv) At least one **multimedia developer** (front end/back-end), with at least 5 years' experience (2 of which in the role concerned) in the field of multimedia production and proven experience of using multimedia software.

It should be noted that more than one of the above described roles could be performed by the same person.

4.3.3.2 Evidence to be provided

Tenderers (the coordinator and each consortium member) are required to prove sufficient technical and professional capacity to perform the contract.

1. For the tenderer:

- i) Brief presentation of the tenderer containing a detailed description of the structure (coordinator, other member/s and/or already identified subcontractors, focusing in particular on the capacity and the organisational structure set up to perform the activities) and main current activities;
- ii) References or evidence from other entities, at least two to which similar services were provided.
- iii) List of projects and activities performed in the above described activities within the last 5 years, using template provided in Annex 3.A.

2. For the staff profiles:

- i) Detailed CVs (only) of the persons who will be responsible for carrying out the tasks;

4.4 ASSESSMENT IN THE LIGHT OF AWARD CRITERIA

Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price for the award of the contract.

The contract will be awarded to the economically most advantageous tender on the basis of the following evaluations:

4.4.1 Technical evaluation

The quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting detailed in the table below.

Each tender must reach a minimum score of [50%] or more per criterion and [70] points or more globally as a result of the technical evaluation in order to be admitted to the financial evaluation. For lower scores, the tenders will be considered non-suitable and therefore excluded.

Nota bene: **Tenders presenting a mere repetition of the tender specifications or source documentation** as part of the technical offer will be scored the minimum required.

Technical Award Criteria	Maximum available
Organisational aspects of the tenderer: Adequacy of the proposed tenderer's structure and alignment to the requirements set in section 2.	20

Suitability of the composition and balance of the proposed team. Suitability of the proposed resources assigned to each service area and activity in terms of skills and proposed material.	
Consistency of the proposal in respect of the services requested The extent to which the services and approach proposed meets the SJU's objectives according to Sections 1 and 2. Proposed products and solutions matching the core and ancillary services identified in Section 2. Quality assurance and contract management <ul style="list-style-type: none"> - Adequacy, usefulness, efficiency - Rapid response and timely delivery - Continuity of services - Quality expertise and pro-activeness - Compliance with Data Protection principles 	50
Analysis of the case studies <ul style="list-style-type: none"> - Understanding of the requirements - Appropriateness of the solutions and approach proposed - Timeline and budget 	30
Total score technical evaluation	100

4.4.2 Financial evaluation

The price to be taken into account for the financial evaluation and for the award of the contract is the one proposed by the Tenderer by using the financial offer form provided in Annex 3.B

The lowest priced acceptable (that is eligible and has obtained at least the minimum points required in the technical evaluation) Tender, will be used to compare the price of the remaining acceptable Tenders.

4.4.3 Recommendation for award

The contract will be awarded to the Tenderer offering the highest ratio by weighting quality (score of technical evaluation compared to the Tender with highest score for quality) against price (price quoted in the financial offered compared to the lowest price) on a 60/40 basis as indicates the following formula:

Overall score = [(Technical score of Offer Y / Highest technical score) x 60%] + [(Lowest price/Price of Offer Y) x 40%]

5 ANNEXES

ANNEX 1 – Case Study

ANNEX 2 - Declaration of honour

ANNEX 3 – Templates - 3A) Template for List of projects and activities; and 3B) Financial offer form