



**EIGE/2013/OPER/01**

**TENDER SPECIFICATIONS**

**EIGE's RDC**

**Electronic data management system – extension of  
hub for existing digital resources with additional  
partners**

**[OPEN PROCEDURE]**

These Tender Specifications provide instructions and guidance to tenderers about the nature of the Offer they should submit and serve as the contractor's mandate throughout the project implementation. The purpose of the Specifications is to ensure that the project is properly conceived by the contractor, that the work is carried out on schedule and that resources will not be wasted.

The Tender Specifications will become part of the contract that may be awarded as a result of this tender.

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**1 TECHNICAL SPECIFICATIONS****1.1 GENERAL BACKGROUND**

The European Institute for Gender Equality (EIGE) was created by Regulation (EC) No 1922/2006 of the European Parliament and of the Council of 20 December 2006. The overall objectives or long-term effects of EIGE's work are defined in the Regulation as:

*... "To contribute to and strengthen the promotion of gender equality including gender mainstreaming in all Community policies and the resulting national policies, and the fight against discrimination based on sex, and to raise EU citizens' awareness of gender equality."*

In the frame of the implementation of the above mentioned tasks, EIGE launches this call for tender aiming to conclude a contract with a professional service provider in the area of data rendering into the Institute's Resource & Documentation Centre (RDC).

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## 1.2 Scope

EIGE's RDC is as a unique European source of institutional and methodological gender equality knowledge.

The Resource & Documentation Centre (RDC) is composed of an e-library and a library, a gender knowledge centre and EuroGender – the European Network on Gender Equality. It answers the objectives of EIGE of classifying existing gender data and information; providing comprehensive information on gender equality and creating a network to share competence and experience.

As such, the RDC is an innovative and practical tool to assist people in locating key resources on gender equality, facilitate the exchange of knowledge amongst those with an interest in gender equality policy and practice, and a space to discuss and debate key issues on gender equality: a one-stop-shop for access of information and knowledge on gender equality at the EU level.

Within the RDC, the e-library contains EIGE's holdings and gives access to other digital documentation resources in Europe, being made available to the public and interested parties at <http://www.eige.europa.eu/content/rdc>. This centralised resource hub offers a single point of access to the resources collected by EIGE and major Member States women's and gender equality information centres through one common search engine, reference service, and bibliographical database, using the discovery and solution system Primo by ExLibris.

More information on the discovery and solution system Primo by ExLibris can be found at <http://www.exlibrisgroup.com/category/PrimoOverview>.

In 2012, to build the centralised resource hub, EIGE carried out a pilot project on gender-based violence with five Member States' women's and gender equality information centres:

1. Aletta E-Quality - institute for gender equality and women's history in Amsterdam (Renamed in 2013 Atria, Institute on Gender Equality and Women's History);
2. Amazone - Resource Centre for Equality between Women and Men in Brussels;
3. Cid-femmes - Information and documentation centre for women and gender issues in Luxembourg;
4. Gender Library at Humboldt - Universität zu Berlin;
5. KvinnSam - National Resource Library for Gender Studies at Gothenburg University.

During the pilot project, the five documentation centres performed all necessary extraction and formatting of their resources, so that they could be entered into EIGE's RDC, which uses the discovery and solution system Primo. Moreover, EIGE in cooperation with the five documentation centres set up automatic periodical harvests of the new resources, which regularly become available from the documentation centres, into EIGE's RDC. By the end of 2012, more than 25.000 resources were harvested from these documentation centres and made available in EIGE's RDC.

In 2013, EIGE wants to expand the partnership with the current five documentation centres to cover more gender equality areas, and aims to enlarge the cooperation with additional 4 to 7 documentation centres across Europe, harvesting their resources and making them available through EIGE's RDC. The new partners will be requested to provide their resources in one of the following formats:

- Generic XML (each XML can represent one record or multiple records),
- proprietary XML,
- HTML,
- XHTML,
- SGML,
- MARC exchange (ISO 2709),
- MARCXML or
- DCXML
- If local harvestable resource supports OAI standards for harvesting, it will also be considered.

EIGE currently owns licenses for the ILS Aleph and the discovery and delivery solution Primo. It also has licenses for MetaLib and SFX. The solution implemented by the contractor should be fully compatible with the current EIGE's systems. Tenderers should specify in their proposal that they intend to re-use the relevant licenses and provide a solution that will be fully compatible and integrated with Primo.

It has to be noted that the actual files of the resources (e.g. pdf files) are not harvested in Primo. Primo only harvests and presents the description of a resource - metadata. Whenever available, the description of a resource has the URL of the resource, hosted on the World Wide Web.

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### 1.3 Objectives

The general objective of this project is to expand the hub of gender equality resources, hosted by EIGE on the RDC, through the discovery and solution system Primo. Specifically:

- the cooperation with the current 5 partners of EIGE will be enlarged to cover 5 additional gender equality areas (tentative number of new records - 25.000), and should be made available in the RDC, through the discovery and solution system Primo;
- integration of additional 4 to 7 partners, by harvesting the data and making it available in the RDC, through the discovery and solution system Primo;
- the end-users of the RDC, should be able to perform searches, which should return respective results from all EIGE's partners in a seamless manner;
- implement the periodically harvesting of the new resources that are becoming available in the library system of EIGE's partners, and make it available to the end-users of EIGE's RDC. The frequency of harvesting will vary depending on the partner;
- the look and feel of the web interface of Primo should be adjusted to EIGE's style guide, which includes a specific reference to the RDC (<http://www.eige.europa.eu/content/document/eige-style-guide>);
- to develop an additional way for the end-user to access the RDC resources, besides the current browser interface, specifically a mobile platform/application;
- to include user's geographical information in the back-office's report facility of PRIMO;
- training of EIGE's staff for proficiency use of the library management system tools in place PRIMO, ALEPH, MetaLib and SFX.

### 1.4 Activities

The contractor of this procurement procedure will be required to perform the following:

1. Ensure the compatibility of the resources provided by EIGE's partners with EIGE's infrastructure: As mentioned in paragraph 1.2, the Institute will request the new partners to provide their resources in formats that are compatible with Primo, as well as to the current 5 partners, with which will expand the cooperation to additional five gender equality areas. The contractor will have to liaise with the partners of EIGE and provide them technical assistance and guidance in order to perform the extract of their data. Moreover, whenever a transformation of the data is needed for making the data compatible with Primo, the contractor is responsible for performing this transformation. The contractor will also have to provide technical assistance to the partners of EIGE that will enable them to make delta extracts available (only new, deleted or updated records).
2. Import the data of the current and new partners in EIGE's RDC discovery and solution system Primo: The contractor will be responsible for importing the data coming from the new partners in EIGE's RDC discovery and solution system Primo. The contractor will be responsible for all necessary activities towards that end, including:
  - a. Definition of the Primo administrative structure i.e. Primo institutions and libraries.
  - b. Definition of the Primo Publishing Platform, which includes determining the data sources to be harvested by Primo and the data transformation from the source format to Primo normalized record.
  - c. Configuration of the Front End. Implementation of the Front End includes configuring views, tabs and scopes for each institution.
  - d. Implement Authorization and Delivery Policy. Configuration of the Authorization and Delivery Policy includes specifying the end user's access restrictions that are used by

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different resources and delivery configuration. The policies will be decided by the Institute and will have to be implemented by the contractor in Primo.

- e. Perform the data harvesting, consisting of loading the data in Primo Repository, i.e. adjustment of normalisation rules and mapping tables and creation of pipe(s) per data source.
  - f. Enable the periodical harvesting of data from EIGE's partners.
  - g. Ensure the correct display of data in Primo i.e. that all data are harvested, all fields are presented correctly, different alphabets are displayed correctly, all resources are searchable.
  - h. Include deep-link information back to the source system in data extracts in order to get full-display/holdings/requesting options of the ILS based on the ILS system number.
3. Customise EIGE's RDC Primo user interface: The current web interface of Primo in EIGE's RDC has undergone minimum configuration. The contractor will be responsible for customising the web interface of Primo so as to be in accordance with EIGE's style guide, available at <http://www.eige.europa.eu/content/document/eige-style-guide>. The contractor is expected to follow these steps:
- a. Analyse EIGE's needs for the design of the web interface of Primo
  - b. Create mock-ups of Primo and agree on the design with EIGE
  - c. Implement the agreed design on Primo

The contractor will have to perform all activities in a testing (staging) and a production environment.

4. Mobile platform/application for the RDC: The contractor will be expected to develop and implement an end-user access to EIGE's RDC resources through a mobile platform/application;
5. Customise the reports on the back end of PRIMO: The contractor will be expected to customise the reporting possibilities, namely including user's geographical information in the back-office's report facility of PRIMO;
6. Training: The contractor will be expected to provide training in EIGE's facilities to the staff allocated to EIGE's RDC on a proficient use of the Library management system tools;
7. Meetings: The contractor is expected to participate in an inception meeting with EIGE staff and the partners and in a final evaluation meeting, tentatively to take place in October or November 2013. Skype or video conference meetings should take place whenever appropriate to ensure the smooth progress of the project.

## 1.5 Results to be achieved

The following results are expected on the completion of the project by November 2013:

1. EIGE's RDC discovery and solution system Primo hosts the resources of the five current partners five extended areas of cooperation and makes them available online, according to the searches performed by end-users;
2. EIGE's RDC discovery and solution system Primo hosts the resources of the additional 4 to 7 additional partners, and makes them available online, according to the searches performed by end-users;
3. EIGE's RDC discovery and solution system Primo automatically and periodically harvests the new resources made available by EIGE's partners and makes them available online according to the searches performed by the end-users;
4. EIGE's Primo web interface is customised and follows EIGE's style guide;
5. EIGE's RDC end-users are able to access the RDC resources through a mobile platform/application in addition to the browser interface;

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6. EIGE staff is able to extract user's geographical information in the back-office's report facility of PRIMO;
7. EIGE staff equipped with the knowledge to manage the library management system tools of the RDC.

## 1.6 Deliverables

The following deliverables are expected:

1. **Resources of new partners fully compatible with EIGE's RDC discovery and solution system Primo:** The resources of new partners should be made available in one of the formats specified in paragraph 1.2 and transformed if necessary to be fully compatible with Primo.
2. **EIGE's RDC discovery and solution system Primo updated with the harvested data from the new partners and of the current partners:** Both the testing and production environment of Primo should be updated accordingly. This deliverable should be accompanied by respective test results that will prove that all resources are harvested and presented correctly.
3. **Mock-ups of the web interface of EIGE's RDC discovery and solution system Primo:** The mock-ups should follow EIGE's style-guide.
4. **New web interface of EIGE's RDC discovery and solution system Primo:** the design should be implemented in the testing and production environment of Primo. Any file (e.g. css) developed should be delivered to EIGE.
5. **EIGE's RDC resources accessible through a mobile platform/application.**
6. **Customised back office PRIMO report system:** the reports should provide information namely on user's geographical information.
7. **Training:** tailor made training to the needs of EIGE as users of PRIMO, ALEPH, Metalib and SFX.
8. **Report on the activities:** The contractor should provide a report specifying all the activities performed during the course of the project. The report should record all modifications performed in Primo and should record all creation of institutions and libraries, data sources, views, tabs, scopes, normalisation rules, pipes, authorisation rules etc. The report should also mention the activities performed in the resources harvested from the partners, if any.

## 1.7 Communication and reporting

The contractor is expected to communicate with EIGE and the partners via e-mail every week and via skype or video conferences whenever necessary for the smooth implementation of the project. The contractor is also expected to participate in two physical meetings to be held in Vilnius.

By the end of the project a report is expected to be delivered, as mentioned under 1.6.(8).

## 2 THE TENDER

### 2.1 SUBMISSION OF THE TENDER

Participation in Tendering procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the Communities in the field of public procurement on the conditions laid down in that agreement.

Being launched by an EU Agency, this procurement procedure is not opened to the countries parties to GPA (except those mentioned in the previous paragraph).

Tenders must be submitted in accordance with the specific requirements of the Letter of Invitation to Tender and, without fail, within the deadlines laid down therein.

Late delivery will lead to the exclusion of the tender from the award procedure for this contract. Offers sent by e-mail or by fax will also be non admissible. Envelopes found open at the opening session will also lead to non-admissibility of the tender. Consequently, tenderers must ensure that their bids are packed in such a way as to prevent any accidental opening during its mailing.

The tender must remain valid for a period of 6 months from the final date for submission of the tenders.

This invitation to tender is intended to be competitive. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements, collude or make arrangements with competitors, canvass or solicit EIGE staff or influence the evaluation committee or its individual members in any way during the tendering process will render tender invalid.

Submission of a tender implies that the Contractor accepts all the terms and conditions set out in these specifications (including the annexes and the technical specifications) and waives all other terms of business.

Submission of a tender binds the Contractor to whom the contract is awarded during performance of the contract. Once EIGE has accepted the tender, it shall become the property of the Institute that shall treat it confidentially.

EIGE shall not reimburse expenses incurred in preparing and submitting tenders. No compensation may be claimed by tenderers whose tender has not been accepted, including when the Institute (the contracting authority) decides not to award the contract.

The Protocol on the Privileges and Immunities of the European Union shall apply to this invitation to tender.

### 2.2 OPENING OF TENDERS

Tenders will be opened on

**10/04/2013 at 10:00 EET (Vilnius time)**

at the following location:

European Institute for Gender Equality Gedimino prospektas 16 LT – 01103, Vilnius Lithuania
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One authorised representative of each tenderer may attend the opening of the bids as observer. Companies wishing to attend are requested to notify their intention at the latest 2 working days in advance to the following e-mail address: [procurement@eige.europa.eu](mailto:procurement@eige.europa.eu). The reference number of the procurement procedure should be clearly indicated.

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This notification must contain an authorisation document signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening on the tenderer's behalf. The credentials of the representative will be checked by EIGE.

## 2.3 CONTACTS with EIGE

In principle, no contact is permitted between the Institute and the tenderer during the tendering procedure. However, contacts may exceptionally be permitted – these cases are specified in the Letter of Invitation.

Under the conditions described in the Letter of Invitation, further information can be obtained by sending a request to:

e-mail: [procurement@eige.europa.eu](mailto:procurement@eige.europa.eu)

Provided it has been requested in good time, such additional information will be supplied simultaneously to all economic operators by posting it onto EIGE web-site, Internet address <http://eige.europa.eu>. The Institute is not bound to reply to requests for additional information received less than five working days before the final date for submission of tenders.

EIGE will inform interested parties of the existence of an error, a lack of precision, an omission or any other type of defect in the documents relating to this call for tenders by supplying information on the Internet address <http://eige.europa.eu>.

During assessment procedure, EIGE may require some clarification in connection with a tender, or if obvious clerical errors in the tender must be corrected. In any event, such contact must not lead to any amendment of the terms of the tender.

## 2.4 CONTENT OF THE TENDER

All tenders must contain all the information and all the supporting documents required by these Specifications. In the absence of the required information or documents, the Institute may disqualify the bid. EIGE reserves the right, however, to request additional evidences in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

Tenders must be clear and concise, with continuous page numbering, and assembled in coherent fashion (e.g. bound or stapled).

Tenders shall be submitted in an official EU language if possible in English, the working language of EIGE.

All tenders must include:

**A. Covering letter** signed by the tenderer or his/her duly authorised representative

**B. Table of contents**

**C. Five sections:**

- Section One:** Administrative information,
- Section Two:** Documents related to the Exclusion criteria
- Section Three:** Documents related to the Selection criteria
- Section Four:** Technical offer addressing technical specifications and award
- Section Five:** Financial offer

Standard submission forms are annexed to these specifications

### 2.4.1 SECTION ONE: ADMINISTRATIVE INFORMATION

The Tenderer must provide the following identification documentation:



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- Tenderer identification Form

The tenderer identification form is to be provided in original, signed by a representative of the Tenderer authorised to sign contracts with the third parties

- Legal entity Form

The legal entity form is to be provided in original signed by a representative of the Tenderer authorised to sign contracts with the third parties. This form (individuals, private entities or public entities) is available at:

[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

- Financial identification Form

The original **bank identification form** must be filled in and signed by an authorised representative of the Tenderer and his/her bank. A standard form is available at:

[http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

**The above forms must be accompanied by the evidence as indicated at the bottom of each form (for private entities: proof of registration, VAT registration etc; for individuals: copy of passport, proof of registration/VAT if applicable; for public entities: official document on establishment etc).**

#### Joint Offers

A joint tender is a situation where an offer is submitted by a group of tenderers (consortium). If awarded the contract, each member of the consortium will be jointly and severally liable towards EIGE for the performance of the contract.

A consortium can be a permanent, legally established grouping or a grouping which has been constituted for this tender procedure.

Consortia members in joint tenders may submit only one tender for a single contract. All members of the consortium shall sign the tender or one of the consortium members which is designated as the representative authorised to undertake commitments on its behalf (copy of the authorisation must be provided with the offer).

The tender must indicate which member (lead consortium partner) will represent the consortium in dealing with the contracting authority. The tender must describe the form the cooperation is to take in order to achieve the desired results and how technical, administrative and financial aspects will be organised.

If the tender does not mention that all members are jointly and severally liable, all other parties included in the tender than the party signing the tender (Tenderers) will be considered subcontractors.

In case of submission of a joint offer, the Tenderers are asked to provide an original of filled in and duly signed one of the attached **Powers of attorney** of the Standard Submission Forms depending on the set up that has been chosen by the Tenderers, and specify the role of the group, as well as who has been appointed by the others as the group leader.

In case of a joint offer, only the group leader must return the financial identification form.

#### Subcontracting

Subcontracting is the situation where the Contractor in order to implement the contract, enters into legal commitments with other legal or natural persons for performing part of the service (in particular, any work performed by a person who is not an employee of the tenderer will be considered as subcontracted).

The Contractor shall remain bound by his obligations to EIGE and shall bear exclusive liability, sole and fully responsibility for the performance of the contract. EIGE has no direct legal relationship with the subcontractor(s).

If the Tenderer envisages subcontracting, the tender must include, using models in Standard Submission

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Forms:

- a **subcontracting form** by Tenderer clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent** by each proposed subcontractor stating its intention to collaborate with the tender if the Tenderer wins the contract and their willingness to accept the tasks and the terms and conditions of the contract.

The Tenderer must indicate clearly in their methodology, which parts of the work will be sub-contracted.

The main contractor retains full liability towards EIGE for performance of the contract as a whole. Accordingly:

- EIGE will treat all contractual matters (e.g. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;
- under no circumstances can the main contractor avoid liability towards the agency on the grounds that the subcontractor is at fault.

Prior written approval from EIGE is necessary in order to replace a subcontractor and/or have work which was not originally subcontracted in the original tender carried out by third parties.

In case the identity of subcontractors is not known at the time of submitting the offer, any future subcontract may be awarded according to the provisions of the contract.

#### 2.4.2 SECTION TWO: EXCLUSION CRITERIA DOCUMENTATION

A. Tenderers (including consortium members in case of a joint offer) or their representatives, shall provide an original Declaration on honour, duly signed and dated in which they:

- state whether or not they are in one or more of the situations referred to in Articles 106 and 107 of the Financial Regulation and detailed in the SSF;
- undertake to submit to EIGE any additional document relating to the exclusion criteria, that EIGE considers necessary to perform its checks, within seven calendar days following the receipt of EIGE's request.

By returning the above-mentioned Declaration, duly signed, Tenderers confirm that they have been notified of the following points:

- Administrative or financial penalties may be imposed by the Institute on Tenderers who are in one of the cases of exclusion provided for in Articles 106 and 107 of the Financial Regulation after they have been given the opportunity to present their observations.
- These penalties are detailed in Article 96 of the Financial Regulation and Articles 142 and 145 of the Rules of Implementation (No 1268/2012 of 29 October 2012).

B. The tenderer to whom the contract is awarded shall provide, within 15 days following the dispatch of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the following evidences confirming the statements referred to in the Declaration.

EIGE will accept, as satisfactory evidence that the tenderer is not in one of the situations described

- For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

- For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes

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and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

- For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by EIGE.

EIGE may waive the obligation of a tenderer to submit the abovementioned documentary evidence if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to EIGE in a previous procurement procedure and confirm that no changes in his situation have occurred. The tenderer shall indicate in its tender all the references necessary to allow the EIGE services to check this evidence.

### **2.4.3 SECTION THREE: SELECTION CRITERIA DOCUMENTATION**

This part of the tender concerns the evidences relating to the economic and financial capacities, as well as technical and professional, capacities of the service provider(s) involved in the bid.

The proper implementation of the contract requires a multiplicity of skills, capacities and different types of expertise to be combined in the performance of the various tasks and activities.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in this case prove to EIGE that 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. EIGE may require that the economic operator and the entities referred to in this paragraph are jointly liable for the execution of the contract.

In the case of joint tender (consortium) or subcontracting, the technical and professional capacity shall be assessed in relation to the combined capacity of all the parties involved in the tender.

EIGE reserves the right to request additional information for the evaluation of the economic and financial capacity of each member of a consortium.

In case on of subcontracting to the same subcontractor not more than 30% of the contract, provided the main contractor does not rely on the subcontractor's economic and financial capacities, the subcontractor(s) does not have to provide the economic and financial capacity form. However, EIGE reserves the right to request additional information for the evaluation of the economic and financial capacity.

EIGE may waive the obligation of a tenderer to submit the abovementioned documentary evidence if such evidence has already been submitted to it for the purposes of another procurement procedure and comply with 2.4.3.A and 2.4.3.B. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to EIGE in a previous procurement procedure and confirm that no changes in his situation have occurred. The tenderer shall indicate in its tender all the references necessary to allow the EIGE services to check this evidence.

#### **2.4.3. A.Economic and financial capacity**

Tenderers must provide EIGE with sufficient proof of their financial standing, and more importantly that they have the necessary resources and financial means to carry out the work involved. The tenderer must prove they are viable for the duration of the contract.

Evidence on compliance with the economic and financial capacity requirement must be provided by the following document:

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The tenderer which according to the law of the country in which it is established is required to publish the balance sheet shall complete and include in the offer a **statement "Economic and financial capacity"** as presented in the Standard submission forms. Please observe the following aspects in completing this financial statement:

It should be presented in original and certified by means of a signature of the chief accounting officer of the tendering organisation.

EIGE has the right during the tendering process and before awarding the contract to request further evidence on the tenderer's compliance with the economic and financial capacity requirement, in which case balance sheets and profit and loss accounts for the past financial years may be requested.

The tenderer which according to the law of the country in which it is established is not required to publish the balance sheet shall provide the extract from the budget.

In the case of a consortium submitting an offer, the consortium may rely on the capacities of members of the consortium. It must prove in its offer that it will have their resources at its disposal.

The statements of Economic and financial capacity should be included in the offer for all consortium partners.

In the case of a physical person the financial statement should be included into the offer for where only two lines on Turnover need to be filled in and the financial statement can be signed by the physical person only.

The **average annual turnover** of the tenderer must be not lower than EUR 100.000 during the past 3 years.

#### **2.4.3. B. Technical and professional capacity required and their documentary presentation**

The technical and professional capacity of the tenderers to provide the services required will be assessed with regard to their know-how, efficiency, effectiveness, experience, reliability in providing the required expertise.

The tenderer needs to demonstrate in the Offer the capacity to administrate ExLibris Primo product, both in imports of new resources and automation of the harvesting process, in web design, and in customisation of back end reports.

In the case of joint offer (consortium) or subcontracting, the technical and professional capacity shall be assessed in relation to the combined capacity of all the parties involved in the tender.

Evidence of the technical and professional capacity shall be presented as indicated in Standard Submission Forms by the following:

- **List of principal services**
- **Reference list (including contact details) of minimum 2 and maximum 5 current and past costumers** to whom the Tenderer has supplied the core services, as they are specified in Section 1.4, in the past 3 years; specifying the Tenderer's share in provision of the services and if subcontractors were used for any of the services.
- **Samples of up to three EU and/or international projects.**
- **Statement of the average annual workforce** (only permanent staff) of the service provider broken down by management staff and staff **over the past 3 years.**

The successful tenderer may be requested to provide the diplomas and professional qualifications of the persons responsible for providing the services, including any publications and/or studies and/or any other type of relevant work in the field that is the object of this contract.

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#### 2.4.4 SECTION FOUR: TECHNICAL OFFER

This section is of a great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract. Attention is also drawn to the award criteria, which define those parts of the technical offer to which the tenderers should pay particular attention. The technical offer should address the tenderer's approach to and solutions for all matters laid down in the technical specifications while the tenderer should be aware, that a simple repetition of the Technical specification will result in a very low technical score. The level of detail of the tender will be very important for the evaluation of the tender.

To grant equal treatment of all tenders, it is not possible to modify offers after their submission. As a consequence, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Please note also, that offers deviating from the Technical Specifications may be rejected for non-conformity.

The Technical Specifications and the tenderer's bid shall be integral parts of the contract and will constitute annexes to the contract, while in case of contradictions the Technical Specifications prevail.

The Technical Offer shall include:

- 1) Information on the methodology to import the data from the current and new partners into EIGE's RDC discovery and solution system PRIMO and to ensure the compatibility of the resources provided by EIGE's partners with EIGE's infrastructure;
- 2) Information on the possibilities to customise EIGE's RDC Primo user interface;
- 3) Information on the possibilities to develop a mobile platform/application for the RDC;
- 4) Information on the existing possibilities to extract data from the back-office's report facility of PRIMO and methodology to implement the extraction of data regarding user's geographical information;
- 5) Methodology to the planning of the trainings to make sure they are tailor made to EIGE's needs;
- 6) Tentative chronogram of the project to make sure the deliverables are in place until 13 November 2013.

Tenderers must clearly show in their technical offer how they will ensure that the research will comply strictly with national and EU data protection legislation, especially Regulation (EC) No 45/2001 and Directive 1995/46/EC, as well as Regulation EC No 322/97 on the processing of data for statistical purposes.

If the tenderer intends to subcontract any part of the services, a description of the extent to which tasks will be sub-contracted, as to how subcontracting will be effectively monitored, must be provided.

In the Technical offer, the style and presentation must, as far as possible, be simple and clear, and free of jargon that obscures rather than promotes meaning to readers unfamiliar with it.

#### VARIANTS

##### **Variants are not allowed.**

Variant means a solution technically or economically equivalent to a model solution known to the contracting authority. Variants may relate to the whole contract or to certain parts or aspects of it.

#### 2.4.5 SECTION FIVE: FINANCIAL OFFER

All tenders must contain a financial offer section which shall consist of:

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The Financial Offer Form (template presented in "Standard Submission Forms").

Tenderers must provide fixed price including all fees and project related costs (project management, quality control, back-up resources, etc) directly or indirectly connected with the provision of the service.

The tenderer must specify the category of staff to be involved in the project and:

- The total number of days (person-days) each member of staff will contribute to the project;
- Professional fees should be expressed as the number of person-days multiplied by the unit price per working day for each expert proposed. The unit price should cover expert's fees and administrative expenditures;
- other costs shall include direct costs such as travel costs, any expenses for meetings' facilities or other (costs relative to the deliverables).

The tenderer's attention is drawn to the following points:

- Prices must be quoted in EUROS.
- Prices should be quoted free of all duties, taxes and other charges e.g. free of VAT, as the European Institutions are exempt from such charges in the EU under Articles 3 and 4 of the protocol on the Privileges and Immunities of the European Union of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the agencies by the governments of the Member states, either through refunds upon presentation of documentary evidence or by direct exemption. For EIGE the Lithuanian national legislation provides an exemption by means of a reimbursement. The amount of VAT is to be shown separately.

In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact the national authorities to clarify the way in which the European Union is exempted from VAT.

## **3 THE ASSESSMENT PROCEDURE**

### **3.1 EVALUATION OF THE TENDERERS**

#### **Stage 1 - Application of exclusion criteria**

The aim is to check whether tenderers can be admitted to the tendering procedure.

The (non-)exclusion of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 2.4.2 Exclusion criteria.

In case of joint offers or/and subcontracting, the exclusion criteria will be assessed in relation to each consortium member and subcontractor individually.

If a member of a consortium is subject to exclusion, the rest of the consortium will be excluded.

If a subcontractor is subject to exclusion, the tenderer shall be excluded.

#### **Stage 2 - Application of selection criteria**

The aim is to check the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage.

The admissibility of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 0 Selection criteria. All tenderers will undergo strict evaluation of conformity to selection criteria laid down in the Tender Specifications. The Tenderers not satisfying the selection criteria will not be selected and their offers will not be further evaluated against award criteria.

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In case of joint offers or/and subcontracting:

- For minimum viability standards on financial and economic standing an individual evaluation shall take place
- For the overall turnover or turnover a consolidated assessment shall be made.
- The selection criteria for technical and professional capacity will be assessed in relation to the combined capacities of all members of the consortium and subcontractors, as a whole.

### 3.2 EVALUATION OF THE TENDERS

#### Stage 3 - Application of award criteria

The aim is to assess, on the basis of the award criteria, the technical and financial offers and establish a ranking list in order of merit.

#### **A. Technical evaluation**

The quality of Technical Offers will be evaluated according to the following technical award criteria:

Criteria number	Criteria description	Maximum points per criteria	Minimum required score
1	Description of the methodology to import the data from the current and new partners into EIGE's RDC discovery and solution system PRIMO and to ensure the compatibility of the resources provided by EIGE's partners with EIGE's infrastructure; Comments on the possibilities to customise EIGE's RDC Primo user interface and develop a mobile platform/application for the RDC; Comments on the existing possibilities to extract data from the back-office's report facility of PRIMO and methodology to implement the extraction of data regarding user's geographical information;	70	45
2	Methodology for the planning of the trainings, ensuring they are tailor made to EIGE's needs;	15	10
3	Chronogram* of the project to ensure the deliverables are in place until 29 November 2013.	15	10
<b>Total</b>		100	65

\* Chronogram can be modified and adjusted during the inception meeting and further course of the project, while the deadline for deliverables will remain unchanged.

*Tenders scored either below the minimum score required per criterion and below 70 out of total 100 points will be rejected and thus not be considered for the next step of the evaluation*

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. If certain essential points of these specifications are not expressly covered by the tender, EIGE may decide to give a zero mark for the relevant qualitative award criteria.

#### **B. Financial evaluation**

The evaluation of Financial Offers is based on the total price.

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### 3.3 FINAL SCORE AND AWARD OF THE CONTRACT

#### 3.3.1 Award principle

The contract will be awarded to the tender who obtains the highest quality/price ratio, based on the following formula:

$$R = Q \times 100.000 / \text{Price}$$

Where:

R=quality/price ratio for the tender being evaluated

Q=the score obtained after the technical evaluation of the tender being evaluated

P=total price of the tender being evaluated

The tenderer having the highest score will be awarded the contract under condition of respect of requirements on absence of conflict of interest and other requirements linked to criteria on exclusion from award.

EIGE will inform tenderers of the decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

#### 3.3.2 Information to tenderers

Shortly after evaluation, all tenderers will be informed about whether their tender has been accepted or rejected.

Upon respective written requests made by the tenderers, EIGE will inform all rejected tenderers of the reasons for their rejection and all tenderers who submitted an admissible tender of the characteristics and relative advantages of the tenders selected for the contract award and the name of the successful tenderers.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

#### 3.3.3 Standstill period

EIGE shall not sign the contract with the successful tenderer until a standstill period of 10 calendar days has elapsed, running from the day after the simultaneous electronic dispatch of the award decisions and letters to unsuccessful tenderers.

#### 3.3.4 Evidence by Contractor

The tenderer to whom the contract is to be awarded shall provide, within 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the **evidence** on exclusion criteria, defined in section 2.4.2. If this evidence is not provided or proved to be unsatisfactory, the Institute reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderers on condition that s/he provides the evidence on exclusion.

#### 3.3.5 No obligation to award the contract

The tendering procedure shall not involve EIGE in any obligation to award the contract. EIGE may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the Tenderers being entitled to claim any compensation.

In the event of cancellation of the tender procedure, Tenderers will be notified. In no event shall the Institute be liable for any damages in any way connected with the cancellation.



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## **4 THE CONTRACT**

### **4.1 NATURE OF THE CONTRACT**

Fixed price Service contract.

### **4.2 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS**

The contract shall commence on the day following signature by EIGE as the last contracting party. The Contract is expected to be signed in April 2013. The duration of the tasks shall not exceed 7 months.

The execution of the tasks may not start before the contract has been signed. The period of execution of the tasks may be extended before the end of the period originally stated in the contract, but only with the written agreement of the contracting parties.

### **4.3 PLACE OF PERFORMANCE**

The tasks will be performed on the Contractor's premises or places indicated in the tender. Meetings between the Contractor and EIGE will be held on EIGE premises in Vilnius.

### **4.4 VOLUME OF THE CONTRACT**

The maximum amount available for the contract shall be as per the financial offer, VAT excluding.

### **4.5 TERMS OF PAYMENT**

Payments shall be made in accordance with Articles I.4 of the Draft Service Contract.

Payments shall be executed only if the Contractor has fulfilled all the contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if an earlier payment has not been executed as a result of default or negligence on the part of the Contractor.

### **4.6 GUARANTEES**

No guarantees are required by the contract.

### **4.7 DATA PROTECTION**

See Section I.8 in the Draft Service Contract and the Invitation to Tender.