

Open Tender Procedure Clarifications No. 3
European Banking Authority Procurement Procedure: Website Services
EBA/2016/02/COMM/SER/OP
Date: 27th May 2016

No.	QUESTION	EBA ANSWER
1	<p>The Project estimated cost of 720,000 € is the estimated cost for the first year? Will the next years the cost be negotiated around that figure or is it the estimated cost for the four years of the potential contract duration?</p>	<p>No. 720,000 € is the maximum ceiling of the contract over 4 years. The maximum ceiling is based upon the estimated i.e. indicative value of the contract. For further information on the estimated value and maximum ceiling of the contract please refer to Section B.2.6 of the Tender Specifications.</p>
2	<p>Is it possible to use Liferay enterprise edition instead of community? If not, is in the roadmap a potential migration to the enterprise edition from the community edition? Liferay partners are restricted by our partnership contract to Enterprise edition although under special circumstances we can request an exemption to Liferay.</p>	<p>Please refer to Section C Description of the EBA Website in Section 1 of the Terms of Reference. The current version required is LIFERAY 6.1.1 CE. Any higher versions of LIFERAY may be offered, provided the contractor can guarantee the full compatibility of the current EBA website.</p>
3	<p>The infrastructure proposal can be based on any of the cloud solutions in the market (Amazon, Azure...)? We offer Liferay enterprise solutions based on the most popular infrastructure provider and we would like to know if this can be an option.</p>	<p>The tenderer can implement the requested services in its data centre or in the cloud. In any case the tenderer must respect the European InfoSec polices mentioned in annexes 4,5,6,7 and 8. Also, the cloud data centre shall be physically located in the EU.</p>

No.	QUESTION	EBA ANSWER
4	We understand that Annex 2 and Annex 3 are included for information purposes but they are not part of the scope of the contract and subsequently the offer, is this assumption right?	Both Annexes 2 and 3 (to the Terms of Reference) describe the current status of the features and software requirements of the existing EBA website, which will have to be maintained as-is by the contractor.
5	The Financial proposal form includes the Hosting and Maintenance scope and the initial migration and set-up of the environment that just will occur on the first year. As the annual cost is not the same for the first and successive years, can be specified in the same form the two costs?	The annual cost for hosting and maintenance is fixed. Based on the annual pricing explained in Annex III Financial Proposal Form, the hosting and maintenance fixed cost shall also cover the website transfer from the present/to the future contractor, the technical maintenance services, the business maintenance services and other requirements.
6	The scope of the proposal includes 4 different environments. Is it possible to reduce the scope to three in order to save costs?	Tenderers are welcome to propose different environments setup, although no minimum requirement is expected.
7	Fully database and file system access will be granted by current provider to the new one to ensure the expected migration goals?	Yes, please refer to Section 3.b (Website Transfer from Present/to Future Contractor) of the Terms of Reference.
8	The source code of the current provider will be available in an accessible repository? If not how we can expect to receive the updates done in the code during the migration phase?	Yes, please refer to Section 3.b (Website Transfer from Present/to Future Contractor) of the Terms of Reference.

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9	<p>It is our understanding that the Authority may request the contractor to provide on-site training services, in accordance to section D of the Terms of Reference. It is our opinion, that since onsite training services are not decided and may be requested, they should not be included in the monthly hosting and maintenance fee and should be handled in accordance to the provided all inclusive person prices. In this way, all costs can be accurately estimated by all participating suppliers, allowing for an equal comparison between suppliers' financial offer.</p> <p>Could you please confirm, or alternative provide further details on the authority's training needs (i.e. how many onsite days we should include) so we can accurately cost this service.</p>	<p>We can confirm that your opinion is not the case for how training needs are configured in the context of this tender, so training costs cannot be considered outside the fixed costs.</p> <p>As referred to in section D page 12 of the Terms of Reference, training sessions are expected to take place on average once every quarter, or whenever a new or existing member of the EBA communications team requires so (4 members in the team at present). Training should cover how to use all functions, can be provided via webcast or in person, as decided by the EBA, and should cover everything that the communications staff member/s need to know. The Contractor may also be asked to update the existing manual, or if deemed necessary by the EBA, to deliver a comprehensive new manual on how to use the system, detailing step by step how to use the WCMS.</p>

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10	<p>Pricing annex: 05. Annex III Financial Proposal Form.xlsx</p> <p>In the "Financial Evaluation" sheet, there is a section: "Annual Pricing Scenario for Enhancements", which contains a column "Number of Days" (which totals to 100MDs/year). This gives rise to a bit of confusion for us as in "03. Annex I Terms of Reference" it states that , "Enhancements will be carried out through individual specific contracts or specific purchase orders." - which we understand as each individual enhancement will be sized at the time of request, and then implemented based on individual agreements.</p> <p>The question is, should the bidder simply leave this column unchanged (totaling 100md - as is this column meant only as establishing a yardstick in evaluating the tenders response to Enhancements on equal footing)? Is the bidder bound to limiting the number of annual MDs needed to implement enhancements to this figure?</p>	<p>Yes the column with the man/days should be left unchanged.</p> <p>No the bidder is not bound to limiting the number. Please note that Annex III is simply a scenario, the purpose of which is to compare the financial offers of all tenderers based on the same parameters.</p>

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11	<p>Pricing annex: 05. Annex III Financial Proposal Form.xlsx</p> <p>In the "Financial Evaluation" sheet, there is a section: "Annual Pricing Scenario for Hosting and Maintenance", which contains a column "Fixed Monthly Cost in €". In this section, we must include cost for the service "A. Website Transfer from Present/to Future Contractor". However, we see this particular service as a one-time activity, not a re-occurring one, and therefore not entirely suitable to be priced as a "monthly cost". Is our perception correct? If so, how is the bidder expected to include this cost in the monthly portion? If not, then may EBA please clarify how it views this service as an on-going one?</p>	<p>The EBA is expecting to receive a fixed monthly fee for maintenance and hosting and for the entire duration of the contract (4 years) and which should include all 4 points listed in the form in "Annex III Financial Proposal Form". It is up to the tenderer to decide how to arrange the spread of one-off costs over the 4 years duration of the contract.</p>

No.	QUESTION	EBA ANSWER
12	<p>Do the following file describe existing (e.g. custom) features already implemented on the EBA portal:</p> <p>Annex 2 Further Specifications Additional Features.pdf</p> <p>Annex 3 Further Specifications Software Requirements.pdf</p> <p>To eliminate any doubt, with respect to the functionality described in these documents, is it correct to assume that the bidder is not expected to bid on implementation of these features (as they already ARE implemented), but rather only to bid on providing maintenance services (under SLA, etc.) for these? In other words, these documents are included to provide a description of the as-is state of the application to be maintained?</p>	<p>Yes. Both Annexes 2 and 3 of the Terms of Reference describe the current status of the features and software requirements of the existing EBA website, which will have to be maintained as-is by the contractor.</p>

No.	QUESTION	EBA ANSWER
13	<p>Responsible parties (Annex I Terms of Reference - Section 3: A. Website Transfer from Present/to Future Contractor).</p> <p>In this section it seems 3 parties are identified in their own separate section describing individual responsibilities:</p> <p>i) "The present contractor's responsibilities will be..."</p> <p>ii) "The contractor's responsibilities will be..."</p> <p>iii) "The future contractor's responsibilities are..."</p> <p>Is it correct to assume the bidder for this tender assumes the role of the "future contractor"? In which case what is the distinction between "present contractor" and "contractor"? (their responsibilities are described separately - are they not the same?). Perhaps to eliminate all doubt (in case our assumption is incorrect), may you please elaborate who is each of these parties?</p>	<p>This is a correction to be made related to the layout of the page. Please refer to Corrigendum 1 for the full detail.</p> <p>Annex I terms of reference should only mention Present and Future contractor, hence on page 7 the sentence:</p> <p>"The contractor's responsibilities will be: 2. To execute the following activities: a. Prepare and fully organise the transfer activities based on the existing website infrastructure (planning, activities coordination, knowledge transfer)"</p> <p>Should be deleted altogether.</p> <p>Please note that the awarded tenderer will be "the future contractor" at the beginning of this contract, but will then turn into "the present contractor" at the end of the contract, when they may be required to re-transfer the website.</p>