

## Open Tender Clarifications 4 and Corrigendum 6

**European Banking Authority Tender:** Procurement Procedure for the Supply of Website Services to the European Banking Authority (EBA) (Lot 1 and Lot 2)

**Date:** 10<sup>th</sup> February 2012

No.	Document Reference	Questions	EBA Response
1	<b>Annex V Terms of Reference</b>	The EBA corporate layout must be incorporated in the new layout (see Annex 6: EBA logo)." Is the corporate design (CD) meant by this? Are there any further CD elements or guidelines we might be aware of? Can you provide those guidelines at this stage?	The EBA corporate layout has the same meaning as corporate design. At this stage, the EBA has no further guidelines to provide. Assessment of the tenderer's approach to the re-design of the website is part of the award criteria for the contract.
2	<b>Annex V Terms of Reference</b>	What does "updates/updating" mean in the document "Terms of Reference"? Does "updates/updating" refer to the content of the website? Or does it also refer to CMS and operating systems?	In the Terms of Reference, the word "updates/updating" may refer either to the content of the website or to the CMS and operating systems.
3	<b>Annex V Terms of Reference</b>	We assume that the Contractor's service "updating a CMS" only covers software updates of the CMS, not new versions of the CMS. Please confirm.	As stated in the Terms of Reference (Lot 1: "Content Management System") the updating of the CMS covers all software updates. This includes new versions of the CMS.
4	<b>Annex V Terms of Reference</b>	Are all activities concerning updates of the CMS covered by the "other related services" (i.e. up to 24 man-days/year) mentioned in the Terms of Reference?	The activities covered by the "other related services" are listed in the Terms of Reference under Lot 1 "other related services". The software updates of the CMS are not covered in the 24 man-days/year but must be included in the price offer for P1.
5	<b>Annex V Terms of Reference</b>	<b>SLA:</b> please confirm that the time-to-implement and the time-to-acknowledgement are only measured within the business hours of the Contractor (or of the Agency, if applicable).	Time-to-implement is measured as 1 day (24 hours) plus the time which is needed for the resolution of a fix or development of an enhancement. Public holidays and weekends of the agency are not taken into consideration. Time-to-acknowledgement is measured in business hours

			of the agency.
6	<b>Annex V Terms of Reference</b>	<p>Within the tender documents you state out, that there is a database with 11.000 subscribers with main purpose of sending e-mail alerts. For the current system: Are there any technical references, API, screenshots, documentations etc. to help us understand, how the database is utilized? We would assume, that you use Kentico's build in ability for sending and managing Newsletters, is that assumption correct?</p>	<p>The contacts database and the email alerts are managed within Kentico build in ability for managing newsletters. Under the current contract, the distribution of the emails is managed through a separate and dedicated email server.</p> <p>Assessment of the Tenderer's technical approach regarding the management of the database is part of the award criteria for the contract.</p>
7	<b>Annex V Terms of Reference</b>	<p>You ask the contractor to propose a redesign with ALL features of the current website (page 5 annex 5 of tender documents). Is there a list of features currently used by the website? We crawled through the website and collected our own list of features but just to make sure, that there are no overseen gaps nor hidden features within the restricted member area, an additional list from EBA would be very helpful.</p>	<p>The main features of the EBA website are:</p> <p>The public area of the website contains specific custom document types (Advice, Consultation papers, Events, News, Standards, EBA Meeting, EBA procurement, vacancies, etc.) and around 20 specific templates. Some custom control features are currently used to display items in specific document types lists and to manage functionalities as auto-archiving for vacancies and consultation papers.</p> <p>The public area also includes functionalities like implementation questions, or search engine via zoomindex.</p> <p>The restricted area of the website contains customs features: a calendar (with filters on dates, document types and security access), a query system (add/delete/edit queries, assign categories, send emails, answer query), a Q&amp;A system (to display Q&amp;A sent by members to the EBA). Around 30 specific templates are in use and some specific custom document types (FAQ, meeting, training, to control permissions/show on calendar, etc.). All folders/documents can be individually</p>

			<p>set-up with appropriate security permissions. There is a security certificate implemented on the login. Documents on the restricted area can be upload via the CMS or via a ftp.</p> <p>There is a survey tool managed through checkbox.com. This system is not currently in use on the website.</p>
8	<b>Annex IV Framework contract for services</b>	<b>Framework Service Contract (II.8), Service Contract (II.8):</b> We plan to use third party's open source software and images of commercial databases. However, the Terms of Reference presuppose "all intellectual property rights and the complete website content" to be the "exclusive property of the EBA", making it impossible to use third party material. Please confirm that we could use third party material, in particular open source software and images of commercial databases, in the project and that the intellectual property right for this third party material can be transferred according to the licensing conditions for this third party material (provided that a perpetual and royalty-free license is transferred, rf. Service Contract). If such a confirmation is not possible, please advise.	The EBA can confirm that open source software and images of commercial databases can be used in the project as long as perpetual and royalty-free license is transferred for intellectual property rights.
9	<b>Annex IV Framework contract for services</b>	<b>Framework Service Contract, I.1.2:</b> Could you please provide us with a sample Purchase Order?	A sample Purchase Order is attached to these Clarifications 4.
10	<b>Annex IV Framework contract for services</b>	<b>Framework Service Contract, I.3.1:</b> Please confirm that the "amount payable" is meant to be the "amount payable per man-day" (as the concrete amount payable for the services is defined by the purchase order/specific contract and is not listed in the costing sheet).	The "amount payable" shall mean the "amount payable per man day" which shall be listed in the Costing Sheet in Annex II.
11	<b>Annex IV</b>	<b>Framework Service Contract, II.2.6:</b> as the overall liability of the contractor is limited to the value	No. Article II.2.6 refers to the requirement on the part of the successful tenderer to take out and maintain for

	<b>Framework contract for services</b>	of the specific contract/purchase order and value all specific contract/order value for 4 years is at maximum GBP 65,000, an insurance for 5,000,000 GBP does not seem to be adequate in relation. Would you also accept an insurance of 1,000,000 EUR, i.e. ca. 830,000 GBP? If not, please advise.	the duration of the contract insurance against normal business risks and damage relating to performance of the contract including but not limited to Employer's Liability Insurance (if applicable) and Public Liability Insurance, both to a minimum cover of £5,000,000 or the equivalent in Euros. Employer's Liability Insurance covers, for example, employee work injuries or illness. Public Liability Insurance covers employers for claims made against them by members of the public or other businesses. Whereas Article II.2.4 provides for a limitation on the contractor's liability. Such limitation of liability is equal to the total value of the specific contract or purchase order whereby the liability was incurred.
12	<b>Annex IV Services Contract</b>	<b>Service Contract, II.2.6:</b> as the overall liability of the contractor is limited to the contract value and the estimated contract is way below 5,000,000 GBP, an insurance for 5,000,000 GBP does not seem to be adequate in relation. Would you also accept an insurance of 1,000,000 EUR, i.e. ca. 830,000 GBP? If not, please advise.	No. Article II.2.6 refers to the requirement on the part of the successful tenderer to take out and maintain for the duration of the contract insurance against normal business risks and damage relating to performance of the contract including but not limited to Employer's Liability Insurance (if applicable) and Public Liability Insurance, both to a minimum cover of £5,000,000 or the equivalent in Euros. Employer's Liability Insurance covers, for example, employee work injuries or illness. Public Liability Insurance covers employers for claims made against them by members of the public or other businesses. Whereas Article II.2.4 provides for a limitation on the contractor's liability. Such limitation of liability is equal to the total value of the contract.
13	<b>Annex IV Services Contract</b>	<b>Service Contract, I.3, Terms of Reference:</b> The Terms of Reference contain a contract duration for both lots of initially 1 year and 3 options for 1 year. However, the Service Contract does not cover the contract prolongation (only the Framework Service Contract does so). Please confirm that also the Service Contract will contain the same prolongation	It is confirmed the service contract will contain a prolongation clause.

		clauses as the Framework Service Contract.	
14	<b>Annex V Terms of Reference</b>	Can you confirm if The Kentico CMS license belongs to EBA or if it is owned by the current contractor?	The Kentico CMS License for eba.europa.eu belongs to the EBA.
15	<b>Annex V Terms of Reference</b>	Will the current contractor transfer the license to the new supplier at no cost?	Yes.
16	<b>Annex V Terms of Reference</b>	Can you also confirm which version of license has been purchased i.e. Kentico CMS Base License, Kentico CMS Ultimate License, Kentico Enterprise Marketing Solution License	The version of the License currently used is Kentico version 5.5 - professional edition. The License is for 1 website.
17	<b>Annex V Terms of Reference</b>	The requirements according to the system performance changed to the following sentence <i>“The Contractor must propose and implement solutions to ensure the website is able to cope with specific peaks of approx 1,500 visits at any moment”</i> . – From our understanding usually a <i>visit</i> is defined as a number of page impressions from the same user (tracked by session-parameters, cookie, IP-Address or other) within a certain period of time. If you expect 1.500 visits at <i>any moment</i> as a peak value, this common definition cannot be applied. Is it correct to assume, that the system must be able to handle a maximum of 1.500 real-users per second without significant loss in required performance?	It is correct to assume that the system must be able to handle a maximum of 1.500 real-users at the same second without loss in required performance.
18	<b>Annex V Terms of Reference</b>	What license of the running Kentico CMS 5.5 has been purchased by EBA: Kentico CMS Base License, Kentico CMS Ultimate License or the Kentico Enterprise Marketing Solution?	Please see answer no 16.

19	<b>Annex V Terms of Reference</b>	Are there any licenses for the Kinetic CMS or additional components needed to provide or is the EBA the owner of all needed licenses? If there are needed additional licenses please name the utilized components, type and version.	<p>The EBA does not own a license for Kinetic CMS. The CMS used on the EBA website is Kentico version 5.5 – professional edition. The EBA owns the license for Kentico.</p> <p>Other licensed products can be proposed by the tenderer. Assessment of the tenderer’s technical approach is part of the award criteria for the contract.</p>
20	<b>Instructions to Tender</b>	The company registration number: do you need a translated notarized document from us? Or is it possible to send you copy of our official German documents?	A copy of the official German documents is sufficient. However please note that EBA may request a translated notarized document at a later stage.
21	<b>Instructions to Tender</b>	VAT registration: do you need a translated notarized document from us? Or is it possible to send you copy of our official German documents?	A copy of the official German documents is sufficient. However please note that EBA may request a translated notarized document at a later stage.
22	<b>Contract Notice</b>	Please could you forward details of the information for the tender for website services?	Please see answer no 19 of Clarifications 1 and Corrigendum 1.
23	<b>Annex V Terms of Reference</b>	What are business hours of EBA?	<p>The EBA business hours are from 8.30am to 7pm UK time.</p> <p><b>Corrigendum 6:</b> Please note that the following sentence is added in the Terms of Reference page 3, Lot 1: “Under specific and planned circumstances with 24hrs notice and up to a maximum of 10 times a year the EBA will request the Contractor to be able to respond and assist during out of business hours”. For example the Contractor would be asked to be available until 10pm instead of 7pm. This element must be included in the price under P1 in the</p>

			Costing Sheet.
24	<b>Instructions to Tender</b>	In the Instructions, in §4.1, it is written: "Participation in this tendering procedure shall be open on equal terms to all natural and...". Then, in §9.2, it is written: "No expenses incurred in the performance of the services will be reimbursed separately by the EBA." How can participation to tendering procedure be on equal terms for all tenderers if travel and subsistence are not reimbursed, which means different costs according to the tenderers location, with an advantage to those settled in London or neighbourhood. How will this be taken into account in the economical evaluation of the proposals?	In Article 9.2 of the Instructions to Tender it is stated that "prices submitted in response to this tender must be inclusive of all costs involved. No expenses incurred in the performance of the services will be reimbursed separately by the EBA." It means that a tenderer's price may include any travel and subsistence costs it deems necessary for the performance of the services and such costs should be included in the Costing Sheet. Please note that such costs will therefore be paid to the contractor via the monthly fee (P1), fixed price (P2) or the daily rate (P3).
25	<b>Annex V Terms of Reference</b>	There are no reference to project meetings in the Terms of reference, but you mentioned in Clarifications 2 in answer to question 10, that the contractor will be requested to come to the EBA premises when necessary to follow the development. Are tenderers free to propose (and include in their estimates) whatever number of meetings according to what they assume to be the best for the project. Can meetings be organised indifferently in video-conference? Conversely, considering that travel costs are indicated as not being reimbursed, how can tenderers compete on equal terms, as this would create some distortion of the competition between those tenderers having no or reduced travel costs and the others?	A tenderer is free to propose and include in its price whatever number of meetings it considers appropriate for the project. Video-conference meetings are not considered suitable for the project. Regarding the reimbursement of travel costs please see the answer to question 24 above.
26	<b>Annex V Terms of Reference</b>	Annex V Terms of reference: Can you confirm that the number of pages mentioned -1000- includes the pages contained in the Restricted Area?	Yes.
27	<b>Annex V Terms of Reference</b>	Could you please provide us with more details about the restricted area, in particular details about the content (e.g. how many pages and templates?) and functionalities (could we have a description of major	See answers no 11 of Clarifications 1 and Corrigendum 1 and no 7 of Clarifications 4.

		functionalities, number of script/servlet/web services and their level of complexity)?	
28	<b>Annex V Terms of Reference</b>	In Clarifications 1, on one hand, you wrote in your answer to question 9: "the outcome of the tender may be a continuation of the current CMS or the implementation of an equivalent or superior system". On the other hand, you wrote in your answer to question 13: "The selected tenderer will first have to transfer and manage the current website before the redesign can be carried out." As you do not exclude to continue with the current CMS solution, the current Contractor proposing a solution with this CMS would have no transfer and take over of the current system, and no set-up of a new system, or migration of contents to this new system to carry out, which may result in lower costs for this reason. How will the different situations of new tenderers and current contractor, linked to the different types of activities to be performed, taken into account in the evaluation of the proposals, in particular in the economical evaluation?	All tenders will be evaluated against the same technical and financial contract award criteria. The award criterion which applies is the most economically advantageous tender where technical merit is weighted against price on a 75/25 basis. Transfer costs, if applicable, represent only one element of the total price. It is the total price i.e. P1+P2+P3 which is taken into account during the financial evaluation. As suggested, depending on its technical solution, the current contractor may face lower initial costs. However depending on its technical solution, and notwithstanding possible higher initial costs, a new contractor may provide better value for money overall i.e. a more cost effective solution. Please note that it is up to each tenderer to propose what it considers the most cost effective solution.
29	<b>Annex V Terms of Reference</b>	On question 25 of first set of clarifications you wrote: "Several IT obligations such as full technical and operational documentation (ITIL or SLA requirements, etc.) need to be fully implemented as the EBA is an EU agency. Therefore, no detailed documentation is available." To us this is not very clear: it seems that, as you have to respect IT obligations, you have no documentation available. Could you please better clarify this issue?	Several IT obligations need to be fully implemented as the EBA is an EU agency. As those obligations are not yet implemented on the website, the EBA cannot provide documentation on how they are implemented on the website. The SLA requirements are described in the Terms of Reference under Lot 1. The link to the explanation of the ITIL standards is provided in the Term of Reference under Lot 1.



30	<b>Instructions to Tender</b>	<p>The instructions to Tender include: <i>Confirmation of acceptance of the draft contracts and terms and conditions of the tender.</i></p> <p>As these are in draft, does this mean there may be some possible changes before final contract agreement with the successful supplier? (We are happy with most but have a couple of areas which we'd like to discuss with EBA if successful, e.g. wording re licenses related to open source software)</p>	<p>Tenderers must confirm their acceptance of the draft contracts and the terms and conditions of the tender. The changes to the contract will involve the inclusion of the specific terms of the contract e.g. price, name of contractor etc.</p>
31	<b>Instructions to Tender</b>	<p>To our understanding, it is up to the bidder to form its technical proposal (reply to section 15 of the award criteria) with such a manner as to cover the technical award criteria. There is no a mandatory structure for the technical offer. The proposed CVs should accompany the technical offer. Please confirm that our understanding is correct.</p> <p>Furthermore, to our understanding, one technical offer (and one financial) is required covering both lots (i.e. lot 1 and lot 2). Please confirm.</p>	<p>Yes, it is up to the bidder to form its technical proposal in such a way as to cover the technical award criteria. There is no mandatory structure for the technical offer. The proposed CVs should accompany the technical offer. However please note that the technical proposal must provide in a clear and organised way all the information necessary for the EBA to assess the technical offer.</p> <p>One technical offer and one financial offer are required which must cover both lots.</p>
32	<b>Instructions to Tender</b>	<p>To our understanding, while the lot 2 is a framework contract, the lot 1 is a service contract. Given that any additional service will be provided under the lot 2, could you please clarify what services are going to requested under the lot 1 in case of a potential renewal?</p>	<p>Only services relating to the re-design of the website are one-off services and must be included under P2 in the Costing Sheet. Other services included under Lot 1 e.g. hosting, maintenance etc and for which the price is included under P1 in the Costing Sheet may be renewed.</p>
33	<b>Instructions to Tender</b>	<p>It is specified in the "Price" award criterion, that the financial score will be based on the prices for P1 (lot1), P2 (lot 1) and P3 (lot 2), with corresponding weight 40, 30 and 30. To our understanding, a bidder cannot apply for only one lot. Please confirm.</p>	<p>Tenderers must apply for both Lot 1 and Lot 2.</p>
34	<b>Annex V Terms of Reference</b>	<p>Is there any preference of EBA regarding the development approach that will be followed? Is there any specific time plan for the roll out of the new</p>	<p>No. The development approach proposed by the Tenderer will be assessed by the EBA under the award criteria.</p>

		website or any need / time constraint for specific deliverables / prototypes?	Yes. The roll out of the re-designed website should be completed within the first year of the Contract. In any event the EBA expects the tenderer to propose an efficient and realistic timeline for the implementation of all aspects of the project.
35	<b>Open Tender Invitation Letter</b>	According to the Invitation Letter, we understand that the deadline for the submission of the offer through post or courier service is 15 February 2012 at midnight. Please confirm that our understanding is correct.	<p>Your understanding is not correct. Please note that the deadline for submission of the offer by registered post or by courier service is as follows:</p> <ul style="list-style-type: none"> <li>• by <b>registered post or by courier service</b> dispatched no later than <b>12:00hrs (midday) GMT on 22 February 2012</b>, the postmark or the date of the deposit slip with the courier service serving as proof of posting date/time.</li> </ul> <p>Please note that the deadline for submission of the offer by hand delivery is as follows:</p> <ul style="list-style-type: none"> <li>• <b>by hand delivery</b> to the EBA no later than <b>12:00hrs (midday) GMT on 22 February 2012</b> directly or by a representative of the tenderer.</li> </ul>
36	<b>Open Tender Invitation Letter</b>	<p>Invitation Letter, page 2, numbered item 5.</p> <p>It is mentioned that all tenders must be signed by the tenderer or his authorised representative. Could you please specify if the whole offer should be signed on each page separately or where necessary (only specific declarations, forms, annexes etc)?</p>	All tenders must be signed by the tenderer or his authorised representative. It is not necessary that the whole offer is signed on each page separately. It is necessary that the tender is signed by the tenderer or his authorised representative where necessary e.g. specific declarations, statements, forms, annexes, letter enclosing the tender on the official letter headed paper of the tenderer etc.
37	<b>Instructions to Tender</b>	Instructions to Tender for Open Invitation to Tender, Annex II, page 12, we understand that the evidences for the exclusion criteria must not be provided at this stage of the procedure; a Declaration upon Honour signed/stamped by the Legal Representatives is sufficient. Please confirm.	It is confirmed. Tenderers must complete, date and sign the declaration in Annex II in relation to Exclusion Criteria. Only the successful tenderer will be required to provide all the supporting documentation indicated in Annex II at a later stage prior to signature of the contracts.

38	<b>Instructions to Tender</b>	Instruction to Tender for Open Invitation to Tender, Selection Criteria, we understand that in response to the requirement specified under the sixth bullet of page 7/18, the evidence for Professional Risk Indemnity Insurance is sufficient. Please confirm.□	It is confirmed. However please note the answers to questions 11 and 12 regarding insurances relating to the successful tenderer.
39	<b>Instructions to Tender</b>	<p>Instruction to Tender for Open Invitation to Tender, Selection Criteria, bullet 4, it is stated that <i>"If the organisation is a member of a group of companies, documents under point points 1, 2 and 3 are required for both the tenderer and its ultimate holding company?"</i></p> <p>If the Tenderer is a separate legal entity belonging to a Group of companies and is submitting a bid for this tender as a sole entity <u>without relying on the financial or technical capacity of the Group</u>, is it necessary to provide the information requested for each company in the group?</p>	Regarding bullet point 4 if the tenderer is a separate legal entity belonging to a group of companies and is submitting a bid as a sole entity without relying on the financial or technical capacity of the group, it is not necessary to provide the information requested for each company in the group. However as specified it is necessary to provide the information requested for its ultimate holding company.
40	<b>Instructions to Tender</b>	<p>Instruction to Tender for Open Invitation to Tender, section '9.6 - Protocol on the Privileges and Immunities of the European Union' and Annex I-Costing Sheet.</p> <p>Due to the fact that EBA is an EU Agency, which comply with the provisions and rules on the privileges and immunities of the European Union, as specified / indicated in Section 9.6 of the tender specifications, Tenderers must give prices which are exclusive of any taxes and duties. Thus, could you please specify if Tenderers must keep blank or complete with zero the field "VAT" of the Annex I-Costing Sheet?</p>	As specified in Article 9.6 of the Instructions to Tender tenderers must indicate the amount of VAT separately. Therefore in the "VAT" column of Annex I-Costing Sheet it is necessary to put the actual amount of VAT even though EBA is, as a rule, exempt from all taxes and duties, and in certain circumstances is entitled to a refund for indirect tax incurred such as Value Added Tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.
41	<b>Instructions to Tender</b>	Instructions to Tender, section 13, p. 6/18, Selection criteria: Financial and economic capacity <i>"The minimum financial and economic capacity requirement for Lot 1 and Lot 2 is as follows: Tenderers must have had an average annual turnover</i>	Your understanding is not correct. Tenderers must have had an average annual turnover in 2009, 2010 and 2011 of at least GBP £350,000. Tenderers must provide a copy of the audited accounts for the last three years. If

		<p><i>in the last three years (2009, 2010 and 2011) of at least GBP £350,000."</i></p> <p>Questions: We understand that, if the Tenderer's accounts for 2011 have not been closed at the time the tender is submitted, the Tenderer should provide evidence of its economic and financial capacity for <i>"the last three years"</i> for which accounts have been closed, i.e. 2008, 2009 and 2010. Please confirm that our understanding is correct.</p>	<p>audited accounts are not available for 2011, a statement of the company's turnover, profit and loss, and cash flow position for 2011 and an end period balance sheet must be provided.</p>
42	<p><b>Annex V Terms of Reference</b> <b>Instructions to Tender</b></p>	<p>Instructions to Tender, section 15, Award criteria, page 8/18 - <i>"A detailed description of the composition and organisation of the tenderer's proposed team, including CVs, and resources which ensures maximum efficiency in terms of the costs, speed and quality of the services requested;"</i></p> <p>and</p> <p>ANNEX V, Terms of Reference: EBA Website Services (Lot 1 and Lot 2), <u>Scope of Lot 1: Service Design, Operation and Transition</u> - <i>"To perform the services required under Lot 1 the contractor must set up a team with the necessary know-how and experience required to perform all the tasks (webmaster, web designer, web developer, etc.)"</i></p> <p>and</p> <p>ANNEX V, Terms of Reference: EBA Website Services (Lot 1 and Lot 2), <u>Scope of Lot 2: Additional Service Design and Service Transition</u> - <i>"The contractor will set up a team with the necessary know-how and experience required to perform all the tasks (webmaster, web designer, web developer, etc.)"</i></p>	<p>a-b-c-d) The EBA is open to any technical approach regarding the composition (i.e. experience, profiles and number of members) of the team as long it suits the EBA's business needs and the requirements expressed in the Terms of Reference. The technical approach is part of the award criteria.</p> <p>e) It means that the Tenderer should propose a team that has an appropriate balance among its members in terms of experience and profiles to perform the tasks described in the Terms of Reference in the most economical and efficient way. The Tenderer is free to demonstrate this aspect of its offer in any way it feels fit.</p> <p>f) The criteria used to evaluate the CVs will focus on relevant academic qualifications, technical knowledge and work experience necessary to conduct the project.</p>

		<p><b>Question:</b></p> <ul style="list-style-type: none"> <li>a) Our understanding is that the team to be set up in order to perform the required tasks falling under the Scope of Lot 1 and Lot 2 will be the same for both lots. Please confirm that our understanding is correct.</li> <li>b) Are there any mandatory profiles that should be included in the proposed team?</li> <li>c) Are there any particular requirements in terms of know-how and experience (number of years, etc.) that should be covered by the proposed team members?</li> <li>d) Is there any preferred number of team members that should be proposed?</li> <li>e) Could you please clarify what "<i>resources which ensures maximum efficiency in <u>terms of costs</u></i>" means? How should this be demonstrated in the offer?</li> <li>f) What criteria are you going to use in order to evaluate the CVs of the proposed team?</li> </ul>	
43	<p><b>Instructions to Tender</b></p>	<p>Instructions to Tender, section 14 Selection Criteria: Technical and Professional Capacity, page 7/18 - "<i>(a) Tenderers must have at least 3 years of experience during the last 3 years (2009, 2010 and 2011) providing similar services (i.e. website redesign, hosting, transitions, development, security, availability on a daily basis)...</i></p> <p>...</p> <p><i>A list of principal services performed during the last 3 years (2009, 2010, 2011) giving the dates, name and address of the client..."</i></p> <p><b>Questions:</b></p> <ul style="list-style-type: none"> <li>a) Our understanding is that "website services" over and above "website redesign, hosting, transitions, development, security, availability on</li> </ul>	<ul style="list-style-type: none"> <li>a) No. Similar services are services similar to those services described in the Terms of reference.</li> <li>b) Ongoing projects will be considered valid as long as the tenderer can demonstrate that it has at least 3 years of experience during the last 3 years (2009, 2010 and 2011) providing similar services</li> <li>c) Framework contracts that include several Specific Contracts concerning services similar to those envisaged in the tender will be considered valid references as long as the tenderer can demonstrate that it has at least 3 years of experience during the last 3 years (2009, 2010 and 2011) providing similar services.</li> </ul>

		<p>a daily basis" may be included in the list of similar services. Please confirm our understanding.</p> <p>b) Our understanding is that ongoing projects are considered as valid references. Please confirm that our understanding is correct.</p> <p>c) Moreover, our understanding is that framework contracts that include several Specific Contracts concerning services similar to those envisaged in the tender can also be considered as valid references. Please confirm that our understanding is correct.</p> <p>d) Our understanding is that a project with "start date" before 2009 and "end date" within 2009, 2010 or 2011 will be considered eligible. Please confirm.</p>	<p>d) Projects with start date before 2009 and end date within 2009, 2010 or 2011 can be considered eligible as long as the tenderer can demonstrate that it has at least 3 years of experience during the last 3 years (2009, 2010 and 2011) providing similar services.</p>
44	Instructions to Tender	<p>Instruction to Tender, Section 15 Award Criteria, page 8/18 price - <i>"Financial scores shall be calculated therefore according to the following formula: Financial score for Tender A = 40*(P1 min/P1 A) + 30*(P2 min/P2 A) + 30*(P3 min/P3 A)..."</i></p> <p>and Instruction to Tender, Annex I: Costing Sheet.</p> <p><b>Questions:</b></p> <p>a) Shouldn't there be a column for the total price excluding VAT in the above table?</p> <p>b) What is entered in the VAT column: the VAT rate or the VAT amount?</p> <p>c) In the costing sheet there are two prices Unit Price in GBP and Total Price (incl. V.A.T.). Our understanding is that the Financial Score for each Tender will be calculated based on the Unit Price in GBP (price excluding VAT). Please confirm that our understanding is correct or else please clarify.</p>	<p>a) Tenderers may insert an additional column for the total price excluding VAT. The column may be inserted between the columns for Unit Price in GBP and VAT.</p> <p>b) Please see the answer to question 40.</p> <p>c) The financial score for each tender will be calculated based on the GBP price excluding VAT.</p>

45	<b>Instructions to Tender</b>	<p>Instruction to Tender, Section 15 Award Criteria, "Project Management, Resources and Availability: <i>This criterion relates to the quality of project planning, the organisation of the team with a view to managing a project of this nature and the quality and availability of the human and <b>technical resources</b> for the timely and accurate completion of the tasks.</i> ;</p> <p>And  Instruction to Tender, Section 14 Selection Criteria: Technical and Professional Capacity, page 7/18 - "Tenderers must possess all the necessary resources (i.e. sufficient qualified staff, equipment, premises, hosting servers, software)"</p> <p><b>Questions:</b>  What is meant by "technical resources"? Is this related to the <b>equipment, premises, hosting servers, software</b> referred in the Selection Criteria?</p>	Regarding Section 15 Award Criteria, technical resources refer to the technical knowledge of the human resources available for the project.
46	<b>Instructions to Tender</b>	<p>Instructions to Tender, section 15, Award criteria, page 8/18 - "<i>This description should present both the project cycle proposed (methodology and <b>timeline</b>) and preliminary ideas in terms of design and layout.</i>"</p> <p>Questions:</p> <p>Our understanding in respect to the "<i>timeline</i>" requested, the Tenderers should propose a time plan covering all the tasks related to the re-design of the website. Please confirm is our understanding is correct or else please clarify.</p> <p>Is a complete time plan covering the whole project (both Lots 1 and 2) requested?</p>	Yes. Tenderers should propose a time plan covering all the tasks related to the re-design of the website (see also answer to question 34). No, however the tenderer may include a time plan for other parts of the project in its proposal if it wishes.
47	Annex V Terms of Reference	ANNEX V – Terms of Reference: EBA Website Services (Lot 1 and Lot 2), <u>Context of Contracts</u> - " <i>The current EBA website and sub-sites (<a href="http://www.eba.europa.eu">www.eba.europa.eu</a>) content is approximately 5GB</i>	a-b) The EBA website doesn't currently include other sub-sites.

		<p>and about 1,000 pages".</p> <p>Questions:</p> <p>a. Could you please provide the full list of the EBA sub-sites along with their URLs?</p> <p>b. Could you please confirm that all EBA sub-sites are subject to all activities foreseen in the context of this call for tenders?</p> <p>c. Could you please clarify whether other formats (e.g. DOC, PDF) are included in the aforementioned estimation and, if not, provide a relevant estimation?</p>	<p>c) The estimate of 5GB includes all formats (web page, pdf, doc, etc.).</p>
48	<b>Annex V Terms of Reference</b>	<p>ANNEX V – Terms of Reference: EBA Website Services (Lot 1 and Lot 2)</p> <p>Questions:</p> <p>Could you please confirm that EBA’s logo to be incorporated in the "preliminary ideas in terms of design and layout" as part of our response as well as in the "4 possible options in term of design and layout" during the actual "Design and Layout for the Re-design of the Website" is the one provided in Annex 6, including everything, i.e. colour schemes, backgrounds and typography and that any other design decisions will have to be affected to a large extent by these elements?</p>	<p>See answer no 1</p>
49	<b>Annex V Terms of Reference</b>	<p>ANNEX V – Terms of Reference: EBA Website Services (Lot 1 and Lot 2), <u>Design and Layout for the Re-design of the Website</u> - "<i>The EBA and the Contractor will exchange views on the options <b>for an unlimited number of times</b> in order to finalize the design and layout</i>"</p> <p>And</p> <p>ANNEX V – Terms of Reference: EBA Website Services (Lot 1 and Lot 2), <u>Menu and Organization of the Content</u> - "<i>The EBA and the Contractor will exchange on the proposal <b>for an unlimited number of times</b> in order to finalize the menu</i>"</p> <p>Questions:</p> <p>The term "unlimited number of times" may introduce</p>	<p>The duration of the exchange of views on the options for the design, layout and menu between the EBA and the Contractor will rely on the project management and the methodology proposed by the Contractor. The project management and the methodology will be assessed under the award criteria.</p> <p>The EBA cannot specify a maximum time period to be spent in order to finalise the design, layout and menu. However, please note the answer to question 34 where it is specified that the overall redesign of the website should be completed within one year.</p>



		<p>an uncertainty with serious repercussions on the project timeline. Could you please at least specify a maximum time period that will be spent in order to finalise the design &amp; layout and the menu?</p>	
50	<b>Annex V Terms of Reference</b>	<p>ANNEX V – Terms of Reference: EBA Website Services (Lot 1 and Lot 2), <u>Search Engine Optimization (SEO)</u> – <i>“The Contractor must provide advice and implement solutions in terms of SEO (Search Engine Optimization)”</i>  <b>Question:</b>  Do you expect Tenderers to propose only on-site solutions? Is it acceptable to include off-site and/or paid services as well?</p>	<p>The EBA is open to any technical approach regarding SEO as long it suits its business needs and the requirements expressed in the Terms of reference. The technical approach is part of the award criteria.</p>
51	<b>Annex V Terms of Reference</b>	<p>ANNEX V – Terms of Reference: EBA Website Services (Lot 1 and Lot 2), <u>Calendar, New facility for meeting registrations</u>  <b>Questions:</b>  With regard to the actual content of both the "Calendar" and the "New facility for meeting registrations", could you please provide an indication of the effort in person-days that will be needed to "Act as a back-up to the EBA staff to update the website" for the 150 meetings and events per year?</p>	<p>"Acting as a back-up to the EBA staff to update the website" is part of the tasks listed under the section "Other related services" in the Terms of Reference. As stated in the Terms of reference, these other related services must be provided for up to 24 man-days/192 hours per year.</p>
52	<b>Annex V Terms of Reference</b>	<p>ANNEX V – Terms of Reference: EBA Website Services (Lot 1 and Lot 2), Training – <i>“A specific training for the new website of up to 8 days must be provided by the Contractor to the EBA staff, in the EBA premises. The Contractor will be responsible for own expenses.”</i>  And  Annex I: Costing Sheet – <i>“The prices offered shall be "all-inclusive". No other extra costs will be charged to the EBA”</i>  <b>Questions:</b>  Our understanding is that travel costs and subsistence allowances related to the training task</p>	<p>All the costs related to the training task for the redesigned website must be included in the fixed price P2.  As stated in the Terms of reference, additional training may be requested in the future under Lot 2.</p>

		must be included in the fixed price P2 Website re-design and transition (Lot 1). Please confirm that our understanding is correct or else please clarify.	
53	<b>Instructions to Tender</b>	<p>Instructions to Tender, section 16. Tender to be Submitted, page 10/18 – <i>"To be submitted in a separate, clearly labeled binder or folder, which must be placed inside a sealed envelope, a detailed financial tender using the Costing Sheet attached in Annex I, <u>exclusive of VAT</u>, and signed by an authorized representative of the tenderer."</i></p> <p>And Annex I: Costing Sheet</p> <p><b>Questions:</b> If prices exclusive of VAT are required, what is the purpose of columns "V.A.T" and "Total Price (incl. V.A.T)" in the Costing Sheet?</p>	Please see answer to question 40. As specified in Article 9.6 of the Instructions to Tender, tenderers must indicate the amount of VAT separately. The purpose of the separate indication of the amount of VAT is to know the amount of VAT to be paid to the contractor, if applicable i.e. for UK suppliers. The separate indication of the amount of VAT shows how much is to be recovered by the EBA if it is obliged to pay VAT i.e. for UK suppliers.
54	<b>Annex V Terms of Reference</b>	<p>ANNEX V- Terms of Reference: EBA Website Services (Lot 1 and Lot 2), Objectives of the Contracts – <i>"To comply with the EU requirements in terms of transparency and security"</i></p> <p><b>Questions:</b> Could you please elaborate on the compliance required in "terms of transparency"?</p>	The transparency refers to the obligation any EU public institution has in term of accountability to citizens and stakeholders. This includes, for example, access to documents.
55	<b>Annex V Terms of Reference</b>	<p>ANNEX V- Terms of Reference: EBA Website Services (Lot 1 and Lot 2), Service Level Agreement – <i>"Backlog size"</i></p> <ul style="list-style-type: none"> <li>• <i>The backlog must be less than 6 production failures</i></li> <li>• <i>The time to process enhancements..."</i></li> </ul> <p><b>Questions:</b> a) Could you please explain what you mean by</p>	a-b) By backlog size, one must understand the list of defects (buglog) in the production environment. These should be less than 6 production failures.

		<p>the “backlog size”?</p> <p>b) Could you please explain the meaning of the quoted phrase: “The backlog must be less than 6 production failures”?</p>	
56	<b>Instructions to Tender</b>	<p>Annex I: Costing Sheet</p> <p><b>Questions:</b></p> <p>a) Should the contractor include hardware expenses in the offer?</p> <p>b) If yes, should these costs be included in the P1 field?</p>	<p>a) The prices offered shall be “all-inclusive” i.e. the tenderer must include all its costs in its financial proposal (Costing Sheet).</p> <p>b) Costs must be included in P1, P2 or P3 depending on the part of the service to which they refer.</p>
57	<b>Annex V Terms of Reference</b>	<p>ANNEX V- Terms of Reference: EBA Website Services (Lot 1 and Lot 2) and</p> <p>Open Tender Clarifications 3, 5 – “During the transitional period of the current website from the current contractor to the new contractor, the website will be operated by the current contractor. This includes the hosting and the cost of the license of the Kentico CMS.”</p> <p><b>Questions:</b></p> <p>a) The current Kentico license is purchased by the EBA or the current Contractor?</p> <p>b) Please specify the exact licensing scheme (e.g. 1 website License, 1 Server License for 10 Sites, 1 Server License for Unlimited Sites), configuration (e.g. Base Edition, Ultimate Edition, Ultimate Edition + Full Source Code, Kentico Enterprise Marketing Solution, Kentico Enterprise Marketing Solution + Full Source Code) and version of the current Kentico CMS licenses.</p> <p>c) Please indicate whether any additional options should be taken into account (i.e. E-commerce Package, Social Network Package,</p>	<p>a-b-d) See answer no 14, 15, 16.</p> <p>c) It is up to the tenderer to propose whatever options it considers suitable for the project. It is reminded that the assessment of the Tenderer’s technical approach is part of the award criteria for the contract.</p>

		<p>Advanced Package, Document Management Package).</p> <p>d) If the current Kentico license is purchased by the EBA, will it be transferred to the new Contractor?</p>	
58	<b>Instructions to Tender</b>	<p>Annex I: Costing Sheet – <i>"P3: Additional service design and transition – Unit: man-day"</i></p> <p>And</p> <p>ANNEX V- Terms of Reference: EBA Website Services (Lot 1 and Lot 2), <u>Scope of Lot 2: Additional Service Design and Service Transition</u> – <i>"Any expenses or products needed to perform this contract must be included in the proposed price. The EBA estimates, without this being binding, that over a four year period, the overall value of Lot 2 may range from GBP £45,000 to GBP £60,000 exclusive of VAT."</i></p> <p><b>Questions:</b></p> <p>Our understanding is that several profiles of the Tenderer's team may be assigned for the execution of the additional services requested under Lot 2. Could you please clarify what should be provided as input to the Costing Sheet and the relative unit price for P3? Should this be an average price per man/day independently of profile? Please clarify.</p>	<p>The price included for P3 should be a price per man/day inclusive of all costs e.g travel, subsistence etc. As stated in the Terms of Reference "Any expenses or products needed to perform this contract must be included in the proposed price".</p> <p>The price per man/day should be an average independent of the profile.</p>
59	<b>Instructions to Tender</b>	<p>Instructions to Tender for Open Invitation to Tender, section 13. Selection Criteria: financial and Economic Capacity, page 7/18 – <i>"6. Evidence of relevant insurance for the contracts"</i>.</p> <p><b>Question:</b></p> <p>Our understanding is that a letter from a financial institution, bank etc. specifying approved credit lines of the company is sufficient. Please confirm our understanding.</p>	<p>Please see answer to question 38.</p>
60	<b>Instructions to</b>	<p>Instructions to Tender for Open Invitation to Tender, section 13. Selection Criteria: financial and Economic</p>	<p>It is confirmed.</p>

	<b>Tender</b>	<p>Capacity, page 6/18 – <i>"The minimum financial and economic capacity requirement for Lot 1 and Lot 2 is as follows: Tenderers must have had an average annual turnover in the last three years (2009, 2010 and 2011) of at least GBP £350,000.</i></p> <p>...</p> <p>4. <i>If the organisation is a member of a group of companies, documents under points 1, 2 and 3 are required for both the tenderer and its ultimate holding company. Where a consortium or association is proposed, the information is requested for each member company."</i></p> <p><b>Questions:</b> Our understanding is that in case of a consortium or association a consolidated assessment of the respective economic and financial capacity of consortium members in a cumulative manner will be performed. Please confirm our understanding.</p>	
61	<b>Instructions to Tender</b>	<p>Instructions to Tender for Open Invitation to Tender, section 16. Tender to be submitted, page 9/18 – <i>"An information sheet on the tenderer indicating:</i></p> <ul style="list-style-type: none"> <li>• <i>The name and registered business address including telephone and fax numbers, e-mail...</i></li> <li>• <i>The name and contact details of the person...</i></li> <li>• <i>....</i></li> <li>• <i>If the tenderer is a partnership the full details of the partners;</i></li> <li>• <i>...</i></li> <li>• <i>Details of organisational structure including organisation chart;</i></li> <li>• <i>Number and locations of premises;</i></li> <li>• <i>Number of employees;"</i></li> </ul> <p>Questions:</p> <p>a) Our understanding is that in case of a consortium the requested information sheet shall include information regarding the lead company (name, business address, contact person etc.). Could you please clarify what information should be included in relation to</p>	<p>a) In the case of a tenderer being a consortium, the requested information sheet shall include information on the consortium i.e. the information is requested for each of the consortium members. In the case of a tenderer being a partnership, the tenderer should provide the names and business addresses of the partners.</p> <p>b) "Details of organisational structure including organisation chart" means details of the company's organisational structure including organisational chart. Details should be provided for all consortium members.</p> <p>The organisational structure of the consortium should be given in the tenderer's response in order to enable an assessment of the technical merit of its tender. Please see Section 15 Award Criteria of the Instructions to Tender.</p>

		<p>"full details of the partners"?</p> <p>b) Our understanding is that in relation to "Details of organisational structure including organisation chart", the organisational structure of the consortium should be presented. Please confirm.</p> <p>c) In relation to "Number of employees" our understanding is that the consolidated information for the consortium should be provided. Please confirm.</p>	<p>c) The "Number of employees" for each consortium member should be provided.</p>
62	<b>Instructions to Tender</b>	<p>I just wanted to send you our intention to submit a response to the (11/S 252-410606/EN) UK-London: website services tender.</p> <p>and to confirm we have received the message regarding the deadline extension to the 23rd March 2012.</p> <p>Has the deadline to ask questions been extended also?</p>	<p>The deadline to ask questions has not been extended. Please see point 8 in the Invitation Letter. Regarding the deadline for submission, please see the answer to question 35.</p>
63	<b>Instructions to Tender</b>	<p>To clarify does this mean that the deadline is now 12:00pm on 22<sup>nd</sup> February?</p>	<p>Please see the answer to question 35.</p>