

ANNEX 1

TENDER SPECIFICATIONS

I. PURPOSE OF THE CONTRACT

I.1 INTRODUCTION

The European Union - in accordance with Council Decision (EU) 2017/1937 - and the Republic of Albania, Bosnia and Herzegovina, the Republic of North Macedonia, Kosovo *, Montenegro and the Republic of Serbia ('the Contracting Parties') signed the Treaty establishing the Transport Community ('the TCT).

The aim of the TCT is the creation of a Transport Community in the field of road, rail, inland waterway and maritime transport as well as the development of the transport network between the European Union and the South East European Parties (hereinafter referred to as 'the Transport Community'). The Transport Community shall be based on the progressive integration of transport markets of the South East European Parties into the European Union transport market on the basis of the relevant acquis, including in the areas of technical standards, interoperability, safety, security, traffic management, social policy, public procurement and environment, for all modes of transport excluding air transport.

In order to implement the TCT provisions and make the Transport Community operational, a Permanent Secretariat (hereinafter 'the Secretariat') has been established. The seat of the Secretariat is in Belgrade as defined by the Agreement between the Transport Community and the Republic of Serbia signed on 30 January 2019. According to this Agreement, the Secretariat enjoys diplomatic privileges and immunities including exemption from any taxes such as VAT.

I.2 SERVICES REQUESTED

Considering the above, the Secretariat, is inviting you to present, via this public procurement negotiated procedure, an offer for the execution of external consulting services on Information and Communication Technology.

*This designation is without prejudice to positions on status and is in line with UNSCR 1244 (1999) and the ICJ Opinion on the Kosovo declaration of independence.

I.2.1 General objectives

The Contractor is responsible for providing the Contracting Authority with an independent assessment of current ICT infrastructure, a recommendation whether to go for an on-premise solution or cloud-based solution. In addition, the Contractor shall draft a Standard Operating Procedure on ICT and deliver information and data security awareness training for the staff of Contracting Authority.

I.2.2 Scope of work

- i. Assessment of the current ICT technology hardware in use in the TC Permanent, software and network (advantages/strong points and vulnerabilities/weaknesses);
- ii. Analyzing the ICT requirement needs of the Secretariat in order to carry out the day to day operations in an efficient and safe manner;
- iii. Making a recommendation whether the Contracting Authority should pursue the path of an “On premise ICT Infrastructure” or “Cloud based ICT Infrastructure” as well as recommendation on the improvement of the overall network functionalities and ICT settings of the Contracting Authority;
- iv. Preparing detailed technical specifications for both alternatives as specified under point (iii) that will be used for the subsequent procurement procedure including cost estimate for implementation of each alternative as well as technical requirement for the improvement of the overall network functionalities and ICT settings of the Contracting Authority;
- v. Assessment of the human resources needed for management of each proposed alternative and preparing Terms of reference for human resources needed for each proposed alternative (skills/knowledge needed, task description etc.);
- vi. Providing Information security awareness training to Contracting Authority personnel
- vii. Drafting a Standard Operating Procedure on ICT for the Contracting Authority including, but not limited to: use of hardware & software, data protection & cyber security, administration etc.

I.2.3 Deliverables

- i. A detailed report referring to the points i, ii, iii and iv
- ii. Draft Technical Specifications with cost estimate for implementation of
 - a. On-Premise ICT Infrastructure
 - b. Cloud-Based ICT Infrastructure
 - c. Improvement of network functionalities and ICT settings
- iii. Terms of References on human resources referring to the point v
- iv. Training for Information security awareness for the Contracting Authority Personnel (approximately 20 staff members)
- v. Standard Operating Procedure for Information Communication Technology

I.3 INPUTS BY THE CONTRACTING AUTHORITY

The Contracting authority shall provide all documentation and assistance as requested by the contractor deemed necessary for fulfilment of the contract.

II. GENERAL CONDITIONS

II.1 EXECUTION

The execution of the contract shall start after the contract is signed by both parties.

The *performance of the contract* cannot start before its entry into force.

The duration of the *performance of the contract* must not exceed three months. *Performance of the contract* starts from [the date of entry into force of the contract] [*insert date*].

The period of *performance of the contract* may be extended only with the express written agreement of the parties before the expiration of such period

Indicative timeline for execution is January – March 2021.

III. ESTIMATE OF THE AMOUNT OF WORK INVOLVED

The maximum total value of the contract has been estimated at maximum as follows:

- 6,500 EUR (Excluding any VAT, duties or other taxes)

IV. EVALUATION AND AWARD

IV.1 Selection criteria:

The successful Consultant is required to meet the following criteria:

1. At least 3 years of experience in developing, evaluating, and advising on IT systems for business operations.
2. At least 2 contracts completed in the past 3 years, referring to:
 - process automation, project management and ICT, or
 - designing / reviewing solution architecture as well as managing implementation of IT projects for development institutions including generic software / custom solutions, hosting of, systems and servers, providing network services etc. or
 - collecting, structuring, and modelling business and systems requirements,
3. University degree in computer science or post graduate professional qualification in computer, science, or related field. In the case of a firm, at least one team member should have this qualification;
4. Professional certification in Project Management or Networking or Servers or Data Centre Management or ICT Security Auditor or IT Service Management;

The following evidence should be provided to fulfil the above criteria:

- For companies, Company registration
- List of relevant services provided in the past 3 years, with sums, dates and recipients, public or private.
- Evidence (reference letters) on 2 contracts completed in the last 3 years referring to the criteria nr. 2
- Copy of University diploma/Certificate of postgraduate qualification
- At least 2 professional certificates from the ones listed under criteria nr. 5

The tenderer confirms it meets the selection criteria specified above by signing its offer.

IV. 2 AWARD CRITERIA

The contract will be awarded based on the most economically advantageous tender, according to the 'best price-quality ratio' award method. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.


No.	Criteria	Max. number of points
1	Criterion 2 - Quality of the proposed methodology This criterion assesses how the tenderer proposes to tackle the tasks of the tender as defined in the Technical Specifications.	(50 points – minimum threshold 50%)
2	Criterion 3 - Organisation of the work and resources This criterion relates to the quality of the project planning, allocation of resources and organisation of the team to cope with and fulfil the obligations of the contract.	(30 points – minimum threshold 50%)
3	Criterion 4 - Quality control measures This criterion will assess the quality control system to be applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team.	(20 points – minimum threshold 50%)
TOTAL (minimum threshold 60%)		100

IV.3 CALCULATION OF THE OVERALL SCORE

The tender chosen will be that which offers the best price quality ratio among the technically compliant tenders, namely the tender obtaining the best overall score P_i calculated as follows where the weighting is 60% for the quality and 40% for the price:

- $P_i = T_i * 0.60 + F_i * 0.40$
- $T_i = (\text{technical quality score of the tender under consideration} / \text{score of the highest technical quality tender}) * 100$
- $F_i = (\text{cheapest total price for the scenario} / \text{price of the scenario of the tender under consideration}) * 100$

ANNEX 2 – Draft Purchase Order

 <p>TRANSPORT COMMUNITY The Permanent Secretariat</p>	PURCHASE ORDER		
E-mail: finance@transport-community.org	Order number:	(Name and address of contractor)	
	Currency of payment:		
	Tender: PS/SRV/ICT/012/2020 ICT_EXPERT (date and reference):		
<p>This purchase order constitutes acceptance of the above contractor's offer (quote). By agreeing to this order (contract), the contractor [accepts the specification sent on [date] attached to this document, and] waives all other terms of sale or performance of services and accepts the general conditions enclosed in the tender dossier and published on website of the Transport Community.</p>			
LISTING OF THE SUPPLIES / SERVICES and code	UNIT	QUANTITY	PRICE in € UNIT PRICE TOTAL
Provision of services as per tender specifications <i>Reference: Articles 1.2.1; 1.2.2 and 1.2.3</i>	Lump sum	1	
Pursuant to the provisions of the Agreement between the Republic of Serbia and the Transport Community regarding the seat of the Secretariat, the Secretariat is exempt from all taxes and duties, including value added tax on payments due in respect of this contract.	VAT <hr/> TOTAL:		
Place of delivery or performance and/or Incoterm: Str. Masarikova 5, 18 th floor Beogradjanka, Belgrade Final date of delivery or performance: Payment provisions: upon presentation of a monthly invoice for the services provided in the previous calendar month, if currency is other than EURO the conversion is performed using InforEURO rate of the month of invoicing. Payment will be done to the account no:	Contractor's signature & stamp Name: Position: Date:		
Date of issue: Signature: The invoice will be paid only if the contractor has returned the signed order form.			

ANNEX 3 – Grounds for Exclusion

1. An economic operator shall be excluded from participation in procurement procedures if:

(a) the economic operator is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;

(b) it has been established by a final judgment or a final administrative decision that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;

(c) it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:

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

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

(iii) violating intellectual property rights;

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

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

(d) it has been established by a final judgment that the economic operator is guilty of any of the following:

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

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

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

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

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

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

(e) the economic operator has shown significant deficiencies in complying with main obligations in the performance of a contract financed by the budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an authorising officer, OLAF or the Court of Auditors;

(f) it has been established by a final judgment or final administrative decision that the economic operator has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95.

2. In the absence of a final judgment or, where applicable, a final administrative decision in the cases referred to in points (c), (d) and (f) of paragraph 1, or in the case referred to in point (e) of paragraph 1, the contracting authority shall exclude an economic operator on the basis of a preliminary classification in law of a conduct referred to in those points, having regard to established facts or other findings contained in the recommendation of the panel referred to in Article 108. The preliminary classification referred to in the first subparagraph does not prejudice the assessment of the conduct of the economic operator concerned by the competent authorities of the Member States under national law. The contracting authority shall review its decision to exclude the economic operator and/or to impose a financial penalty on it without delay following the notification of a final judgment or a final administrative decision. In cases where the final judgment or the final administrative decision does not set the duration of the exclusion, the contracting authority shall set this duration on the basis of established facts and findings and having regard to the recommendation of the panel referred to in Article 108. Where such final judgment or final administrative decision holds that the economic operator is not guilty of the conduct subject to a preliminary classification in law, on the basis of which it has been excluded, the contracting authority shall, without delay, bring an end to that exclusion and/or reimburse, as appropriate, any financial penalty imposed.