



CALL FOR TENDERS
No. PS/SRV/CMS/010/2022

Consultancy Services for a Content Management System

TENDER SPECIFICATIONS

1. INTRODUCTION

The contracting authority is the Permanent Secretariat of the Transport Community (hereinafter referred to as "contracting authority" or "TCT Secretariat"), represented by the Director of the Permanent Secretariat or its duly authorised representative.

The contracting authority intends to conclude a contract with a natural or legal person ("the Expert") for assisting the TCT Secretariat with preparation of technical specifications for a web-based content management system (hereinafter referred to as "CMS").

When drawing up their tenders, tenderers shall consider the provisions in these tender specifications, draft contract and in letter of invitation to tender.

2. PARTICIPATION

Participation in this procurement procedure is open on equal terms to all natural and legal persons or associations of such persons established in:

- Signing Parties of the Transport Community Treaty;
- A Member State of the European Economic Area;
- A Candidate Country to the European Union.

It is also open to all natural and legal persons established in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement. Where the multilateral Agreement on Government Procurement concluded within the World Trade Organisation applies, the participation to this procedure is also open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions it lays down.

To enable the Contracting Authority to verify the access, each tenderer must indicate its country of establishment (and in case of joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country/-ies.

3. SUBJECT OF THE CONTRACT

The TCT Secretariat to date organizes in average around 35+ events per year in forms of conferences, workshops, working group meetings etc with intention this number to grow in the future. The number of participants with physical presence varies from small workshop of 5 to 10 participants, up to 40 participants and big conferences with 100+ participants. In majority of the cases the participants are reimbursed for their travel and accommodation costs incurred. In some cases, such arrangements are taken care of by the TCT Secretariat directly however some prerequisites apply resulting in prior exchange of information and documentation with the participants.

Currently the whole process of event management is handled using e-mail communication and decentralised spreadsheets. The TCT Secretariat intends to optimise this through digitalisation

encompassing the whole event management cycle from the invitation stage, event details communication up to exchange of documentation with participation on potential cost reimbursement. The whole process shall be transferred to an application embedded inside the official website of the Transport Community.

2.1 OBJECTIVE OF THE CONTRACT

The general objective of this contract is the preparation of draft technical specification for a CMS

2.2 Tasks

1. Analysing the legal framework around the event management especially the applicable rules on expenditure and reimbursements of different categories of participants;
2. Analysing and structuring the current business processes surrounding the event management and expenditure reimbursement;
 - Deliverable under Task 1 and 2 shall be a report up to 10 pages with clear description of the business processes, involved parties in the event management as well as description of different roles and tasks of involved parties;
3. Performing a needs assessment, both from the front and back-end users' perspective;
4. Technical analysis of the TCT Secretariat website and assessment of CMS integration capabilities. Propose modifications/enhancements in order to meet necessary requirements for including CMS;
 - Deliverable under Task 3 and 4 shall be a report up to 10 pages with identifying the gaps and propose IT supported solution for optimizing business processes related to event management as well as analysis and proposed solution of integrating the CMS into the operational web page;
5. Prepare technical and functional requirements of the CMS, in close collaboration with the contracting authority;
6. Prepare the technical specifications of CMS, including selection and award criteria;
7. Performing an up-to date market research identifying potential bidders, solutions and technologies that would be a best fit for the needs of contracting authority

2.3 Deliverables

Deliverable	Due date
Task 1 and Task 2	Two weeks after contract signature
Task 3 and 4	Three weeks after contract signature
Tasks 5, 6 and 7	Six weeks after contract signature

4. CONTRACT DURATION

The contract implementation period shall be maximum 2 months.

5. THE MAXIMUM CONTRACT VALUE

The maximum contract value has been estimated as follows:

EUR15,000.00

6. SELECTION OF THE TENDERS BASED ON SELECTION CRITERIA

Tenderers must prove their technical capacity to carry out the tasks subject to this procedure. The minimum requirements that must be complied either by the team leader or individual consultant wishing to undertake the assignment are provided in table form below:

Qualifications and skills	Specific professional experience	Project-related experience
University graduate from Computer Science/ Mathematics/ Software Engineering/ Electronics or equivalent (any other university degree providing the graduates with solid IT competencies) Alternatively, 3 years of specific professional experience above the minimum level provided in column 2. Proficient English user (at least C1 level in the Common European Framework for Reference for Languages)	5 years' professional experience in enterprise ICT solutions and experience in developing and implementing similar CMS projects.	Working experience in at least 2 projects for implementing CMS in medium or large organizations or companies.

7. EVALUATION OF TENDERS ON THE BASIS OF THE AWARD CRITERIA

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

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

The Contracting Authority may reject abnormally low tenders, in particular if it established that the tenderer or a subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

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

8. SELECTION CRITERIA

7.1 Technical and professional capacity criteria, and evidence

Criterion A1- Experience	
The tenderer must prove experience in the field of: <ul style="list-style-type: none"> ▪ Development and/or implementation of Content Management Systems, for a minimum number of 50 users; ▪ Business Processes Transformation/Digitalisation 	
Minimum level of capacity:	At least 2 similar projects in scope and complexity completed in the last three years preceding the tender submission deadline, with a minimum value for each of them of €10,000.00
Evidence	A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, topic and scope, role of the tenderer, total project amount and amount invoiced, and statements issued by the clients confirming information for each project.

No.	Criterion A2 - Education and qualifications
1	University graduate in a field of business administration; computer sciences, economy, management or similar Certification for solution implementation such as: SAP, Magnolia, SAGE, or similar Proficient English user (at least C1 level in the Common European Framework for Reference for Languages)

9. AWARD CRITERIA

The sole criteria for awarding the contract shall be the price.

10. PLACE OF DELIVERY

Physical presence of the contractor during the whole duration of the contract in Belgrade is not obligatory. Most of the meetings with the contracting authority's staff shall be held online. However, in

case needed for the quality delivery of the tasks, the contractor might be required to undertake up to maximum 2 visit to the contracting authority premises for consultation purposes.

11. CONTENT OF THE TENDER

The tenderers shall submit all the requested documents listed here duly signed and stamped where needed:

1. Identification of the tenderer (Annex 1)
2. A statement of compliance with the procurement documents duly filled and signed (Annex 2);
3. A declaration on honour on the exclusion criteria (Annex 3);
4. Financial Offer (Annex 4);
5. Financial Identification Form.

ANNEX 1**IDENTIFICATION OF THE TENDERER****Call for tenders PS/SRV/CMS/010/2022**

Identity	
Name of the tenderer	
Legal status of the tenderer	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (at the level of the Member State of origin) and non-statutory cover (supplementary professional indemnity insurance) ¹	
Address	
Address of registered office of tenderer	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
Contact Person	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): Telephone number: Fax number:	

¹ For natural persons.

E-mail address:	
Legal Representatives	
Names and function of legal representatives and of other representatives of the tenderer who are authorised to sign contracts with third parties	
Declaration by an authorised representative of the organisation² I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

² This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.

ANNEX 2

Technical tender - Statement of compliance with the procurement documents

No. PS/SRV/CMS/010/2022

I, , the undersigned, being the authorised legal representative of *[to be completed with the name of the tenderer; for joint tenders, this must include all members]*, hereby declare that we have examined and accept without reserve or restriction all the terms and conditions set out in the invitation to tender, in the tender specifications and in the draft contract for the tender procedure referred to above and, where appropriate, waive the tenderer's own general or specific terms and conditions. We offer to provide the services on the basis of our technical tender and our financial tender which do not diverge in any way from the requirements described in the procurement documents as drafted by the contracting authority. Our tender complies with all the technical requirements indicated in the tender specifications.

We also undertake to respect these requirements scrupulously during the performance of the framework contract in case we become the awardee of the contract.

Name of the legal representative of the tenderer:

Signature:

Date:

ANNEX 3

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.

Name of the legal representative of the tenderer:

Signature:

Date: