**CALL FOR TENDERS**

for the provision of SERVICES ON IT TOOL DEVELOPMENT

**2019/AO/93**

|  |  |
| --- | --- |
| **Object of the procurement procedure ►** | IT Tool development |
| **Project ►** | Joint Project on Strengthening The Capacity Of Bar Associations And Lawyers On European Human Rights Standards in Turkey (SCOBAL, ID 328) |
| **Organisation and buying entity ►** | Council of EuropeBeneficiary owner: Union of Turkish Bar Associations  |
| **Type of contract ►** | **Framework Contract** |
| **Duration ►** | Until 30 November 2021 |
|  | Possible renewal until 30 November 2021 |
| **Expected starting date ►** | 06 January 2020 |
| **Tender Notice Issuance date ►** | 20 November 2019 |
| **Deadline for tendering ►** | 14 December 2019 |

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* [**The TERMS OF REFERENCE** 3](#_Toc445392375)

The TERMS OF REFERENCE describe what will be expected from the selected Providers.

* [**The TENDER RULES** 8](#_Toc445392376)

The TENDER RULES explain the procedure through which the tenders will be submitted by the tenderers and assessed by the Council of Europe.

* **The ACT OF ENGAGEMENT** **(See Document attached)** is the document formalising the consent of the Parties to be bound by the LEGAL CONDITIONS, which are the legal provisions which will be applicable between the Council of Europe and the selected Providers. It also contains the TABLE OF FEES, which indicates the applicable fees, throughout the duration of the contract.

**HOW DOES A FRAMEWORK CONTRACT WORK?**

**Stage 1:**

**Selection** of qualified Providers through a call for tenders and signature of a framework contract with all the selected Providers.

**Stage 2:**

**Order(s)** are addressed, on an as needed basis, throughout the duration of the contract, to the designated Provider(s).

**Execution** as from the date of signature of each Order, unless the Order concerned provides otherwise.

**HOW TO SUBMIT A TENDER?**

**Step 1:** Read the **TENDER FILE**

**Step 2:** Complete the **ACT OF ENGAGEMENT** andcollect therequired **SUPPORTING DOCUMENTS**, as listed in section F of the terms of reference (below).

**Step 3:** Send **TENDER**, in accordance with the Tender Rules

**PART I –TERMS OF REFERENCE**

**CALL FOR TENDERS**

**for the IT TOOl Development**

**2019/AO/93**

1. **Background**

The Council of Europe is implementing a Joint Project on Strengthening the Capacity of Bar Associations and Lawyers on European Human Rights Standards in Turkey. During the period of its implementation (1 April 2018 – 31 March 2021) the Project aims at improving the effective implementation of European human rights standards in Turkey through the strengthening of the capacities of bar associations and lawyers on human rights issues and the improvement of the communication among them. After the completion of the Action, it is expected that:

1. The capacity of the human rights centres (HRCs) of the bar associations is strengthened through the establishment of model human rights centres in seven pilot provinces;
2. The knowledge and skills of the lawyers to apply European human rights standards in their daily work are enhanced in cooperation with the European Programme for Human Rights Education for Legal Professionals (HELP);
3. The communication and coordination between the human rights centres, the bar associations and the Union of Turkish Bar Associations (UTBA) through regular meetings and a web-based common communication network are fostered.

The end beneficiary of the Project is the UTBA.

The Project will support the bar associations by establishing IT tools to strengthen their capacity.

A needs assessment was conducted at the beginning of the Project. The respective report contains the following suggestions and recommendations:

* There is an urgent need to collect, retain and search violations of human rights to develop strategic, long-term approaches to reduce human rights violations in the bar associations.
* Having a uniform online database in place can help to create a robust institutional memory.
* The database should, under the leadership of the UTBA, be made available in one place, electronically, and in a systematic and searchable manner.
* Setting up a database requires having a clearly focused and accountable human rights policy in place.
* There is a need to develop detailed guidelines on reporting violations of human rights and collecting such information.
* There is a necessity to introduce rules on admissibility criteria on reporting violations of human rights, qualification and skills of staff, pro bono lawyers and trainees involved in the human rights work of the bar associations, conducting background checks of selected candidates, and data protection.
* These guidelines should also oblige all staff, pro bono lawyers and trainees involved in the human rights work of the bar associations to report cases taken up and provide updates on the success of their activities.
* There is a need for a desk tasked with the collection of data, which could be based at the HRC or another commission appointed. However, the limited human resources of HRCs and other commissions might be a challenge.
* The data collected including statistics on the cases taken up and the success of activities should be published on the websites of the bar associations.
* The website, which shall hosts the data base, should, under the leadership of the UTBA and in collaboration with NGOs, display examples of good practices and latest developments of the bar associations, including information about pressing human rights issues and a knowledge tool.

A project website has been established under the webpage of the UTBA and pilot local bars provide links to this page from their websites. The project website contains news, documents, training material (including online modules) and other outputs of the Action and helps disseminate those outputs to all lawyers in Turkey.

***- IT tool (Communication network & Database for violations at local level)***

A **web-based communication network** between the UTBA and HRCs of bar associations will be developed in order to facilitate the communication among the lawyers working in HRCs. The pilot bars and UTBA will be able to see the database of each other with this communication mechanism.

At the end of the Project, communication network will continue to be in place on the main website of the UTBA.

A **database** **for identification of risk areas** at national level will be created by recording the particular repetitive violations detected by the HRCs of the bar associations. The database will be a standardised tool including reporting templates, guides for users and provide information on a number of applications to HRCs, reports produced, actions taken and their results when available. The non-technical design and content of the data base tools will be supervised by one international consultant.

The Council of Europe is looking for a Provider in order to support the implementation of the Project with a particular expertise on IT tools development.

This Contract is currently estimated to cover the development of the IT Tool, to be held by 1 September 2020 and its maintenance to be held by 31 March 2021. This estimate is for information only and shall not constitute any sort of contractual commitment on the part of the Council of Europe. The Contract may potentially represent a higher or lower number of activities, depending on the evolving needs of the Organisation.

For information purposes only, the total budget of the project amounts to 3.890.000 Euros and the total amount of the object of present tender should be not more than 95.000 Euros, out of which 80.000 Euros for the development of the IT Tool and the rest for other deliverables under the Act of Engagement. This information does not constitute any sort of contractual commitment or obligation on the part of the Council of Europe.

The UTBA will be the final beneficiary owner of the IT tool produced as a result of the Contract and will benefit from the rights attached to it in accordance with the legal conditions set forth in the Act of Engagement (Section C).

1. **SCOPE OF THE FRAMEWORK CONTRACT**

Throughout the duration of the Framework Contract, the selected Provider will be asked to:

* Develop and deliver the fully functional IT Tool, with all related user trainings provided, all tests and the pilot phase finalised according to the Technical Terms (Appendix 1 to the Act of Engagement);
* Maintain the IT Tool;
* Amend functionality of the IT Tool (if required).

The above list is not considered exhaustive. The Council reserves the right to request deliverables not explicitly mentioned in the above list of expected services, but related to the field of expertise object of the present Framework Contract.

In terms of **quality requirements**, the selected Service Provider must ensure*, inter alia*, that:

* The services are provided to the highest professional and technical standard;
* Any specific instructions given by the Council and / or the UTBA – whenever this is the case – are followed.

In addition to the orders requested on an as needed basis, the Provider shall keep regular communication with the Council and / or the UTBA to ensure continuing exchange of information relevant to the assignment and the Project implementation.

Unless otherwise agreed with the Council, written documents produced by the Provider shall be either in Turkish or in English (depending on the type of the document).

1. **FEES**

Tenderers are invited to indicate their unit fees, by completing the table of fees, as attached in Section A of the Act of Engagement. These fees are final and not subject to review.

Tenders proposing fees above the exclusion level indicated in the Table of fees will be **entirely and automatically** excluded from the tender procedure.

The Council will indicate on each Order Form (see Section D below) either the total price for the IT Tool to be developed, or the fees corresponding to each deliverable other than the IT Tool (either global fees when it is possible to calculate them, or applicable hourly fees).

1. **HOW WILL THIS FRAMEWORK CONTRACT WORK? (Ordering PROCEDURE)**

Once this consultation and the subsequent selection are completed, the tenderer will be informed accordingly. Deliverables will then be carried out on the basis of Order Forms submitted by the Council to the selected Service Provider, by post or electronically, on **an as needed basis** (there is therefore no obligation to order on the part of the Council).

Each time an Order Form is sent, the selected Provider undertakes to take all the necessary measures to send it **signed** to the Council within 5 (five) working days after its reception.

**Providers subject to VAT**

The Provider, **if subject to VAT**, shall also send, together with each signed Form, a quote[[1]](#footnote-1) (Pro Forma invoice) in line with the indications specified on each Order Form, and including:

- the Service Provider’s name and address;

- its VAT number;

- the full list of services;

- the fee per type of deliverables (in the currency indicated on the Act of Engagement, tax exclusive);

- the total amount per type of deliverables (in the currency indicated on the Act of Engagement, tax exclusive);

- the total amount (in the currency indicated on the Act of Engagement), tax exclusive, the applicable VAT rate, the amount of VAT and the amount VAT inclusive.

**Signature of orders**

An Order Form is considered to be legally binding when the Order, signed by the Service Provider, is approved by the Council, by displaying a Council’s Purchase Order number on the Order, as well as by signing and stamping the Order concerned. Copy of each approved Order Form shall be sent to the Provider, to the extent possible on the day of its signature.

1. **ASSESSMENT**

*Exclusion criteria* (by signing the Act of Engagement, the tenderer declares on his / her / its honour not being in any of the below situations) [[2]](#footnote-2)

Tenderers shall be excluded from participating in the tender procedure if they:

* have been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
* are in a situation of bankruptcy, liquidation, termination of activity, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or are subject to a procedure of the same kind;
* have received a judgment with res judicata force, finding an offence that affects their professional integrity or serious professional misconduct;
* do not comply with their obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of their country of incorporation, establishment or residence;
* are or are likely to be in a situation of conflict of interests;
* are or if their owner(s) or executive officer(s), in the case of legal persons, are included in the lists of persons or entities subject to restrictive measures applied by the European Union (available at [www.sanctionsmap.eu](http://www.sanctionsmap.eu)).

*Eligibility criteria*

Tenderers shall demonstrate that they fulfil the following criteria (to be assessed on the basis of all supporting documents listed in Section F):

* is registered as a company;
* has the financial capacity to perform the contract;
* has the technical and professional capacity to perform the contract, including relevant qualifications and expertise of key personnel allocated to the IT Tool development: strong software development engineering, search-engine optimisation, documentation management and Turkish and English language skills;
* has experience in similar projects, within the last 3 (three) years, including design, development and implementation of software and trainings on its use;
* is able to meet the purpose of the contract as described in the Technical Terms
* Should be able to mobilize staff who could work in Turkey during the delivery of the service and communicate in Turkish language.

*Award criteria*

* **Criterion 1**: Technical criteria (60%, equal to maximum 150 points), including:
	1. Adequacy, relevance, fit for purpose and effectiveness of the approach proposed in the **Technical Proposal** (maximum 110 points):

|  |  |
| --- | --- |
| **Items** | **Points** |
| Service Delivery Team Composition and Organisation | 20 |
| Service Delivery Site, On vs. Off-site, Communication with UTBA | 5 |
| Requirement Management | 10 |
| Technical Design and Technical Documentation | 5 |
| Development Methodology | 15 |
| Software Testing | 5 |
| Release Process | 5 |
| Help Desk Support and Corrective Maintenance | 15 |
| Tools and Technical Infrastructure | 10 |
| IT Security | 10 |
| Handover Planning and Knowledge Management Activities | 10 |

* 1. Adequacy, relevance, fit for purpose and effectiveness of the approach proposed in the **Service Level Agreement** (maximum 40 points):

|  |  |
| --- | --- |
| **Items** | **Points** |
| General Description, and Methodology and Standards | 5 |
| Continuous Service Improvement Process, and Service Indicators | 15 |
| Measurement and Analysis | 10 |
| Governance | 10 |

Only tenders scoring **105 points** or more (of a maximum of 150) points against the technical award criteria will have their financial proposal evaluated.

Tenders scoring less than **60%** for any award criterion will be deemed to be of insufficient quality and eliminated from further consideration.

* **Criterion 2**: Financial offer (40%).

**Multiple tendering is not authorised.**

1. **DOCUMENTS TO BE PROVIDED**
* **Two** completed and signed copies of the **Act of Engagement**[[3]](#footnote-3).

Tenderers may propose the addition of legal conditions specific to them or the modification of legal conditions provided by the Council of Europe. Any request for addition or modification must be justified.

* **Technical Proposal** in English maximum of 40 pages (A4 format, excluding annexes, font Calibri size 11) presenting the tenderer’s proposal for the service delivery and information and documents required under the Technical Terms (covering the information listed in Annex A hereto). The information in the technical proposal must be consistent with the Technical Terms and must be signed by the tenderer.
* **Service Level Agreement** in English maximum of 20 pages (A4 format, font Calibri size 11) presenting the tenderer’s proposal for a Service Level Agreement, and related topics such as governance, quality management and reporting to be used during the execution of the Contract and other specified in Annex B hereto. The information in the Service Level Agreement must be consistent with the Technical Terms and must be signed by the tenderer.
* Description of **similar projects** realized / implemented, in English.
* Draft proposal of **Project Management Plan** with indication of staff which will be engaged for its implementation, in English.
* **Portfolio** of the team members, which will be engaged in the Project implementation, in English.
* **Contacts of 3 clients** for whom similar IT products were developed and who could provide recommendations.
* Copy of the **registration certificate of the company** (with translation into English).
* Company’s **balance sheet** for 2018 (with translation into English).

**All documents shall be submitted in English, failure to do so will result in the exclusion of the tender. If any of the documents listed above are missing, the Council of Europe reserves the right to reject the tender.**

**The Council reserves the right to reject a tender if the scanned documents are of such a quality that the documents cannot be read once printed.**

**\* \* \***

# PART II – TENDER RULES

**CALL FOR TENDERS**

**for the IT Tool development**

**2019/AO/93**

**ARTICLE 1 – IDENTIFICATION OF THE CONTRACTING AUTHORITY**

* 1. **Name and address**

**COUNCIL OF EUROPE**

Directorate General Human Rights and Rule of Law, Human Rights Policy and Co-operation Department

* 1. **Background**

The activities of the Organisation are governed by its Statute. These activities concern the promotion of human rights, democracy and the rule of law. The Organisation has its seat in Strasbourg and has set up external offices in about 20 member and non-member states (in Ankara, Baku, Belgrade, Brussels, Bucharest, Chisinau, Erevan, Geneva, Kyiv, Lisbon, Moscow, Paris, Podgorica, Pristina, Rabat, Sarajevo, Skopje, Tbilisi, Tirana, Tunis, Warsaw, Venice and Vienna).

Council of Europe procurements are governed by the Financial Regulations of the Organisation and by Rule 1395 of 20 June 2019 on the procurement procedures of the Council of Europe.

The Organisation enjoys privileges and immunities provided for in the General Agreement on Privileges and Immunities of the Council of Europe, and its Protocols, and the Special Agreement relating to the Seat of the Council of Europe.[[4]](#footnote-4)

Further details on the project are provided in the Terms of Reference.

**ARTICLE 2 – VALIDITY OF THE TENDERS**

Tenders are valid for 120 calendar days as from the closing date for their submission.

**ARTICLE 3 – DURATION OF THE CONTRACT**

The duration of the framework contract is set out in Article 2 of the Legal Conditions in the Act of Engagement.

**ARTICLE 4 – CHANGE, ALTERATION AND MODIFICATION OF THE TENDER FILE**

Any change in the format, or any alteration or modification of the original tender will cause the immediate rejection of the tender concerned.

**ARTICLE 5 – Content of the tender file**

The tender file is composed of:

* Call for Tenders
* An Act of Engagement, including the Legal Conditions of the contract.
* Technical Terms(Appendix to the Act of Engagement);

**ARTICLE 6 – LEGAL FORM OF TENDERERS**

The tenderer must be a legal person except consortia.

**ARTICLE 7 – SUPPLEMENTARY INFORMATION**

General information can be found on the website of the Council of Europe: <http://www.coe.int>

Other questions regarding this specific tendering procedure shall be sent at the latest by **one week before the deadline for submissions of tenders**, in English, and shall be exclusively sent to the following address: DGI-HRimplementation@coe.int with the subject of the e-mail “**SCOBAL IT TENDER**”.

This address is to be used for questions only; for modalities of tendering, please refer to the below Article.

**ARTICLE 8 – MODALITIES OF THE TENDERING**

Tenders must be sent to the Council of Europe **both electronically and in paper hardcopy.**

**Electronic copies** shall be sent only to cdm@coe.int with the subject of the e-mail “**SCOBAL IT TENDER**”. Tenders submitted to another e-mail account will be excluded from the procedure.

**Paper hardcopies** shall be sent in A4 format (21x29.7 cm) by post, as specified below:

* Tenders shall be submitted in a sealed envelope. The first sealed envelope shall be placed inside a second envelope addressed to the Tenders Board, showing the file reference number and object, as follows:

COUNCIL OF EUROPE

For the attention of the Tenders Board

**CALL FOR IT TOOL DEVELOPMENT**

**2019/AO/93**

B.P. 7

F – 67075 STRASBOURG Cedex

**FRANCE**

* Tenderers are requested to indicate their names and address on the outside envelope for identification purposes.
* Tenders submitted to another postal address will be excluded from the procedure.

**ARTICLE 9 – Deadline for submission of tenders**

The deadline for the submission of tenders is 14 December 2019 as evidenced by the postmark, or by the receipt of delivery provided by the dispatching company.

**ARTICLE 10 – ASSESSMENT OF TENDERS**

Tenders shall be assessed in accordance with Rule 1395 of 20 June 2019 on the procurement procedures of the Council of Europe. Assessment shall be based upon the criteria as detailed in the Terms of Reference.

**ARTICLE 11 – NEGOTIATIONS**

The Council reserves the right to hold negotiations with the bidders in accordance with Article 20 of Rule 1395.

**ARTICLE 12 – CANCELLATION**

The Council reserves the right to cancel this procedure at any time prior to signing a contract with any selected Provider/s. The signature of the contract by the Council is subject to the availability of the funds.

\* \* \*

**FINAL CHECK LIST**

1. **BEFORE SENDING TENDER, CHECK THAT IT INCLUDES:**
* **Two** completed and signed copies of the **Act of Engagement**[[5]](#footnote-5).

Tenderers may propose the addition of legal conditions specific to them or the modification of legal conditions provided by the Council of Europe. Any request for addition or modification must be justified.

* **Technical Proposal** in English maximum of 40 pages (A4 format, excluding annexes, font Calibri size 11) presenting the tenderer’s proposal for the service delivery and information and documents required under the Technical Terms (covering the information listed in Annex A hereto). The information in the technical proposal must be consistent with the Technical Terms and must be signed by the tenderer.
* **Service Level Agreement** in English maximum of 20 pages (A4 format, font Calibri size 11) presenting the tenderer’s proposal for a Service Level Agreement, and related topics such as governance, quality management and reporting to be used during the execution of the Contract and other specified in Annex B hereto. The information in the Service Level Agreement must be consistent with the Technical Terms and must be signed by the tenderer.
* Description of **similar projects** realized / implemented, in English.
* Draft proposal of **Project Management Plan** with indication of staff which will be engaged for its implementation, in English.
* **Portfolio** of the team members, which will be engaged in the Project implementation, in English.
* **Contacts of 3 clients** for whom similar IT products were developed and who could provide recommendations.
* Copy of the **registration certificate of the company** (with translation into English).

Company’s **balance sheet** for 2018 (with translation into English).

1. **HOW TO SEND TENDERS?**

Tenders must be sent to the Council of Europe **both electronically and in paper hardcopy.**

**Electronic copies** shall be sent only to cdm@coe.int with the subject of the e-mail “**SCOBAL IT TENDER**”. Tenders submitted to another e-mail account will be excluded from the procedure;

**Paper hardcopies** shall be sent in A4 format (21x29.7 cm) by post, as specified below:

* Tenders shall be submitted in a sealed envelope. The first sealed envelope shall be placed inside a second envelope addressed to the Tenders Board, showing the file reference number and object, as follows:

COUNCIL OF EUROPE

For the attention of the Tenders Board

**CALL FOR IT TOOL DEVELOPMENT**

**2019/AO/93**

B.P. 7

F – 67075 STRASBOURG Cedex

**FRANCE**

* Tenderers are requested to indicate their names and address on the outside envelope for identification purposes.
* Do not send a copy of tender to the buyer entity. Tenders submitted to any other postal address than the one indicated above will be excluded from the procedure.

The deadline for the submission of tenders is 14 December 2019 as evidenced by the postmark, or by the receipt of delivery provided by the dispatching company.

**Annex A**

**Requirements to content of the Technical Proposal**

**CALL FOR TENDERS**

**2019/AO/93**

The Technical Proposal should be structured and cover information as follows:

1. **Introduction.** Any information deemed appropriate to introduce.
2. **Service Delivery Approach.** Description of e.g. common principles or common elements pertaining to the service delivery approach. Description of how the tenderer will ensure that deliverables correspond to the Technical Terms of reference (e.g. stakeholder requirements and high-level design), as well as technical standards and guidelines provided by the UTBA.
3. **Service Delivery Team Composition and Organisation.** Description of how the tenderer intends to organise the service delivery team. Describe how the core and extended service delivery team will be composed in regard to profiles and with reference to numbers of specific Full Time Equivalent members of staff and non-staff. Describe the teams’ dedication to the UTBA as a sole customer.
4. **Service Delivery On-Site vs. Off-site, and Communication with the UTBA.** Description of the premise(s) that the tenderer is proposing for the service delivery. Describe any difference in physical location between service delivery team members, and when and how the service delivery team will be present on-site in the UTBA’s premises. Describe the means of communication (e.g. Skype video conferencing or other) proposed to interact with the UTBA, if not on-site, and the tenderer’s mitigation strategy to reduce the risk of miscommunication with the UTBA and within the team.
5. **Requirement Management.** Description of the process proposed by the tenderer for documenting, analysing, tracing, prioritizing and agreeing on requirements and then controlling change and communicating to relevant stakeholders. Description of how the tenderer will ensure that the requirements comply with terms of reference (stakeholder requirements as well as standards and guidelines provided by the UTBA).
6. **Technical Design and Technical Documentation.** Description of the process proposed by the tenderer for creating the detailed technical blueprint for the bespoke IT Tool to be developed using MoSCoW techniques. Description of how the tenderer will ensure that the technical design comply with terms of reference (solution requirements, high-level design as well as standards and guidelines provided by the UTBA). Description of how the tenderer will ensure that the source code complies with the technical design.
7. **Development Methodology.** Detailed description of the development methodology proposed by the tenderer using Agile approach. Specify in particular how the UTBA will be involved in development activities. Describe how the methodology supports the various work streams. Describe the activity of code review and how it will support and extend rules and guidelines provided by the UTBA.
8. **Software Testing.** Description of the software testing and quality assurance process proposed by the tenderer. Describe how the Test Strategy will be implemented and supported. Describe how the tenderer will mitigate the risk of issues identified after the release has been packaged and sent for deployment.
9. **Release Process.** Description of the tenderer’s proposal on how to package, re-verify and communicate a release, as well as support the UTBA with regard to ensuring that the release will be efficiently tested and deployed to the production environment.
10. **Help Desk Support.** Description of the tenderer’s proposal to deliver help desk and support line services. Description of how the tenderer will implement the dispatcher / single point of contact, how to ensure that urgent tickets are followed up without delay, and how to prevent “bouncing tickets”.
11. **Corrective Maintenance.** Description of the tenderer’s proposal to deliver corrective maintenance services. Describe the mechanism to ensure that defects are followed up without delay and in compliance with the Service Level Agreement.
12. **Tools.** General description of the tools proposed to be used. Detailed description of the proposed Source Control Versioning and Work Item Management (SCV/WIM) solution, including work item types. Describe how the UTBA and other stakeholders (e.g. local bar associations) will have access to said tools.
13. **Technical Infrastructure.** Description of the technical infrastructure (incl. environments) the tenderer is proposing for development and testing activities. Describe how the UTBA and other stakeholders will have access to said environments. Describe the strategy proposed by the tenderer to ensure that the technical environments are kept “production like”, and risk mitigation strategy proposed against issues identified during UAT testing pertaining to differences in the technical environment.
14. **IT Security.** Description of the security- and confidentiality-related practices the tenderer will put in place when executing the Contract concerning personnel, infrastructure and electronic communications. Description of (i) the Information Security Management System (ISMS), (ii) security roles and responsibilities within the organization, and (iii) the access control policy for facilities, sites, network, system, application and information/data access (including physical, logical and remote access controls).
15. **Handover Planning.** Provision of a project plan that details concrete tasks (incl. description) to be executed to achieve the successful takeover of the product as-is. This shall include what the tenderer considers to be the most relevant risks and their mitigations as well as planned Knowledge Management Activities (e.g. Training of Administrators, Training of Users, Documentations, Reports, Source Code, etc.) ensuring transfer of relevant knowledge in order to ensure the successful transfer of the product.

The proposal must take into account the scenario where the tenderer is not chosen as a Maintenance Contactor following the Contract end and must hand over the developed IT Tool to a new contractor at the end of the Warranty period.

1. **Similar Projects implementation / product development.** List of similar products developed by the tenderer with the information on the main features of such products, areas of their implementation, dates of the development, users (if possible), current status of their application, warranty and support arrangements, defaults in the development and solutions applied, other relevant information to illustrate the relevant experience.
2. **Other Topics.** Other topics as defined relative by the tenderer.

**Annex B**

**Requirements to content of the Service Level Agreement**

**CALL FOR TENDERS**

**2019/AO/93**

The Service Level Agreement should be structured and cover information as follows:

1. **Introduction.** Any information deemed appropriate to introduce.
2. **General Quality Management Description.** General overview of the tenderers Quality Management process. Description of the quality control and quality assurance measures that the tenderer would offer to put in place to ensure the quality of the deliverables to be provided.
3. **Quality Management Methodology and Standards.** Description of industry recognised methodologies and standards used by the tenderer.
4. **Continuous Service Improvement Process.** Detailed description of the proposed Continuous Service Improvement Process. Describe how the relevant measures (KPIs and SIs) support the process.
5. **Service Indicators (SI).** Describe the tenderer’s proposed list of Service Indicators. Include the following information: Code, name, measurement objective, area, definition (incl. clear metrics), measurement period, measurement method, and targets.

Note that the Service Indicators will be finalised and agreed as part of the kick-off meeting with the UTBA.

1. **Measurement and Analysis.** Describe how relevant measures (KPIs and SIs) are collected, monitored, analysed and reported. Describe the tools used, which of the measures they support as well as the level of atomisation. Describe the frequency of when measures are followed up and how.
2. **Governance.** Description of the proposed governance for the Contract. Description of how the tenderer intends to organise the process of reporting on activities for the Contract in conformity with the Service Requirements and the Service Level Agreement.
3. **Other Topics.** As defined relative by the tenderer.
1. It must strictly respect the fees indicated in Section A of the Act of Engagement as recorded by the Council of Europe. In case of non-compliance with the fees as indicated in the Act of Engagement, the Council of Europe reserves the right to terminate the Contract with the Service Provider, in all or in part. [↑](#footnote-ref-1)
2. The Council of Europe reserves the right to ask tenderers, at a later stage, to supply the following supporting documents:

	* An extract from the record of convictions or failing that en equivalent document issued by the competent judicial or administrative authority of the country of incorporation, indicating that the first three requirements listed above under “exclusion criteria” are met;
	* A certificate issued by the competent authority of the country of incorporation indicating that the fourth requirement is met. [↑](#footnote-ref-2)
3. The Act of Engagement must be completed, signed and scanned in its entirety (i.e. including all the pages). The scanned Act of Engagement may be sent page by page (attached to a single email) or as a compiled document, although a compiled document would be preferred. For all scanned documents, .pdf files are preferred. [↑](#footnote-ref-3)
4. Available on the website of the Council of Europe Treaty Office: [www.conventions.coe.int](http://www.conventions.coe.int) [↑](#footnote-ref-4)
5. The Act of Engagement must be completed, signed and scanned in its entirety (i.e. including all the pages). The scanned Act of Engagement may be sent page by page (attached to a single email) or as a compiled document, although a compiled document would be preferred. For all scanned documents, .pdf files are preferred. [↑](#footnote-ref-5)