



Pre-Qualification Document

PQ Ref. No.: COM/09/WS/MC/22

**Provision of Website Development, Maintenance and
Support**

23/09/2022

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Introduction

The European Stability Mechanism (the “ESM”) is a permanent crisis resolution mechanism established by the euro area Member States as an intergovernmental organisation under public international law. Its purpose is to ensure the financial stability of the euro area as a whole, and of its Member States experiencing severe financing problems, by providing financial assistance through a number of instruments.

More background information about the ESM may be found on the website: <https://www.esm.europa.eu/>

Neither Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 nor Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 (as amended) apply to the ESM. The ESM procures supplies, services and works on its own behalf and for its own account pursuant to the ESM Procurement Policy as published on the ESM website. Please refer to the ESM website for more information.

This Pre-Qualification Document (the “PQD”) sets out the eligibility, exclusion and selection criteria, as part of a pre-qualification stage (“Stage 1”) of the two-stage procurement procedures of the ESM (i.e. Restricted Procedures and Negotiated Procedures), in order to assess the suitability of a Candidate to participate further in this procurement procedure. Candidates, which are successful at Stage 1 (pre-qualified Candidates) and, if applicable, chosen by the ESM among the eligible and suitable Candidates, will be invited to participate in the subsequent Request for Proposal stage of the procurement procedure (“Stage 2”).

For the purposes of this PQD, economic operators who wish to apply to this procurement procedure are referred to as “Candidate” or “Candidates” and their response is referred to as an “Application” or “Applications”.

Unless otherwise defined in this PQD, all capitalised terms used in this PQD have the meanings ascribed to them in the ESM Procurement Policy.

1. Content of this PQD

The PQD consists of the following documents:

No.	Document Title	Comment
1.	Prequalification Document – Core Document	This document
2.	Annex 1 – Terms of Reference	Included as Annex 1 to this PQD
3.	Annex 2 – Eligibility, Exclusion & Selection Criteria including declarations, forms, questions and other response elements to be addressed	Included as Annex 2 to this PQD

2. Overview of the Procurement Requirement

The ESM intends to establish a framework agreement (the “**Framework Agreement**” or “**Contract**”) with a single provider for the provision of website services to enhance, develop, maintain, host, and support the ESM’s website. The ESM’s requirements are described in more detail in Annex 1 to this PQD (the “**Website Services**”).

The Framework Agreement to be awarded as a result of this procurement procedure will have a four (4) year term.

Further information can be found in Annex 1 to this PQD.

2.1. *Type of Procurement Procedure*

This procurement procedure is carried out by the ESM under a Negotiated Procedure in accordance with Article 9.1 (1) and (2) of the ESM Procurement Policy and is referred to in this PQD as a procurement procedure or a procurement process.

2.2. *Procurement Process Steps and Timelines*

The ESM plans to carry out the procurement process in accordance with the steps defined in the table below. The ESM reserves, at its sole discretion, the right to vary the steps and timelines.

No.	Procurement Process Steps	Timeline
1.	Contract notice and PQD publication date	23/09/2022
2.	Deadline for submission of clarification questions on the contract notice and the PQD	03/10/2022 11:00 hrs (local Luxembourg time)
3.	Response to the clarification questions on the contract notice and the PQD	Regularly
4.	Deadline for submission of Applications (the “Applications Deadline”)	17/10/2022 11:00 hrs (local Luxembourg time)
5.	Target date of notification of the ESM’s decision on pre-qualification to unsuccessful Candidates and dispatch of the RFP to the pre-qualified Candidates	24/10/2022
6.	Target contract start date	01/05/23

2.3. *The ESM “Sole Contact” Details*

Commercial Legal and Procurement
European Stability Mechanism
6a, Circuit de la Foire Internationale
L-1347 Luxembourg
Email: procurement@esm.europa.eu
Attention: Marion Courbis

Unless notified otherwise, the person indicated above shall be the Candidates’ single point of communication with the ESM for the duration of this procurement process.

The ESM shall not be bound by and the Candidates agree not to rely upon any written or verbal statements or representations of any other persons, whether employed by the ESM or not.

2.4. *Clarification Matters*

During the procurement procedure, Candidates are entitled to submit in writing questions to the ESM within the deadline above indicated. The ESM may provide additional information solely for the purpose of clarifying the procurement documents and taking into account the following aspects:

- a) Queries must be raised to the Sole Contact as identified in this PQD.
- b) Queries can be raised on any matter in the contract notice or this PQD, including the Annexes. However, the ESM reserves the right not to answer any particular query.
- c) The ESM will endeavour to respond to all queries and issue responses in a timely and professional manner. The ESM reserves the right not to answer any queries received after the deadline for submission of clarification questions stated above.
- d) Subject to point e) below, responses to the queries will be uploaded on the ESM website if they are of relevance to all Candidates.
- e) If the ESM receives a query from a Candidate which, in the sole discretion of the ESM, constitutes a query relevant to that Candidate only, the ESM will provide a response to that Candidate only.
- f) The clarification questions aim to clarify the procurement documents. The ESM will not provide a qualitative judgment during the clarification period.

2.5. *Application Structure and Response Instructions*

When preparing Applications, Candidates should observe the following:

- All documents must be submitted in English.
- Note limitations on any page/word limits specified. Any response exceeding the specified limits may be disregarded beyond that limit.
- Answers should be as concise as possible, complete and comprehensive.
- The ESM does not wish to receive any marketing or other promotional materials.
- Responses to the eligibility, exclusion and/or selection criteria will be evaluated independently and cross-references between response elements are not permitted.
- The Candidate should clearly identify in the Application any requirements specified in this PQD that the Candidate cannot satisfy.

Application Structure			
#	Section	Template and instructions	Document format
1.	Cover Certification Form	Candidates are requested to provide a cover certification form dated and duly signed by an authorised representative on the Candidate's company letterhead (no. 3.1 of Annex 3)	Fully scanned copy with signature in PDF
2.	Declarations	Candidates are requested to submit completed, dated and duly signed declarations (nos. 1.1 and 1.2 of Annex 2)	Fully scanned copy with signature in PDF
3.	General Response	Candidates are requested to respond to the questions posed in this PQD as instructed (see Annex 2 Section 2. Selection Criteria)	PDF
4.	Attachments	Candidates are requested to include any attachments, as requested in Annex 2 section 2	PDF

Forms to fill in	Candidate (including Consortium Lead)	Consortium members	Key Subcontractors
Declaration on Eligibility Annex 2 1.1	To be completed	To be completed	N/A
Declaration of Non-Collusion Annex 2 1.2	To be completed	To be completed	N/A
Cover Certification form Annex 3 3.1	To be completed	N/A	N/A
Consortium declaration Annex 3 3.2	To be completed	To be completed	N/A
Subcontractor commitment letter Annex 3 3.3	N/A	N/A	To be completed

2.6. *Coordinates and Guidelines for Submission of Applications*

Applications shall be submitted no later than the Applications Deadline specified at point #4 of the Procurement Process Steps and Timeline table and must be submitted only **via e- mail** to the Sole Contact listed in section 2.3.

Only Applications received through these means will be accepted.

All digital copies of Applications shall be submitted in compliance with the following guidelines:

- a) One file per section as described above in the "Application Structure" table.
- b) Any supporting or additional files must be clearly named.
- c) All files should be named clearly with a sequential number and a relevant file name, e.g.
 - "Annex 2: 1.1 – Declaration on the eligibility, exclusion criteria, economic, financial and operational capacity and the absence of conflict of interest"
 - "Annex 2: 1.2 – Non-Collusion Declaration"
 - "Annex 3: 3.1 – Cover Certification Form"
- d) All files must be provided in a standard non-editable format, such as PDF.

2.7. *Eligibility, Exclusion and Selection Criteria*

In order to be eligible to participate in this procurement process, Candidates must be either natural persons or legal persons and state that they are not in one of the exclusion situations listed in the declarations nos. 1.1 and 1.2 included in Annex 2.

If such circumstances arise in the course of the procurement process, the Candidate concerned must inform the ESM thereof without undue delay. Candidates may submit evidence to demonstrate their eligibility despite the existence of grounds for exclusion. The ESM may, in its sole discretion, decide whether such evidence is satisfactory.

Candidates must comply with all eligibility and exclusion criteria to be assessed further.

ELIGIBILITY AND EXCLUSION CRITERIA – elements of the evaluation	
Duly executed declarations as requested in Annex 2 nos. 1.1 and 1.2. * If responding as part of a Consortium, each member of the Consortium must sign these Annexes.	Pass / Fail

In order to assess a Candidate's capacity to perform the FA the ESM will apply the following selection criteria (full information can be found in **Annex 2 Section 2. Selection Criteria**).

In the event that the Candidate submits an Application together with a third party/-ies and/or with sub-contractor(s), the combined capacities of the Candidate and all such third party/-ies and/or subcontractor(s) will be assessed for the purpose of meeting the selection criteria.

SELECTION CRITERIA – elements of the evaluation	
Economic and financial standing	Pass / Fail
Technical or professional ability	Pass / Fail
Authorisation and suitability to carry out the relevant professional activity	Pass / Fail

Candidates must achieve a rating of "Pass" for all the "Pass / Fail" criteria to be considered successful at Stage 1 (pre-qualified Candidates).

3. Terms and Conditions of this PQD

3.1. *Rights of the ESM*

By submitting an Application, the Candidates confirm that they have taken note and accepted all terms and conditions of this PQD.

Applications must be provided by the closing deadline. The ESM reserves the right, at its sole discretion and in exceptional circumstances only, to accept Applications received after the closing deadline.

After the ESM opens the Applications, it may request Candidates to submit, supplement, clarify or complete information or documentation which is or appears missing, incomplete, inconsistent or erroneous within an appropriate time limit. The ESM reserves the right to reject from further consideration any such Applications.

The ESM reserves the right to request that Candidates provide documentary evidence in support of the statements made in their Applications.

Any effort by the Candidate to influence the ESM in the process of examination, evaluation and comparison of Applications, or in the decision regarding the pre-qualification process may result in the rejection of the Application.

The ESM may decide, at its sole discretion while complying with the general principles set forth in the ESM Procurement Policy, to cancel this procurement process in whole or in part at any time before the Framework Agreement is awarded as a result of this procurement process. The cancellation does not give rise to any form of compensation for Candidates.

The ESM will ensure that the information provided by Candidates is treated and stored in accordance with the principles of confidentiality and integrity.

The ESM reserves the right to disclose the contents of Applications to its third party advisors (if applicable) who are bound by the same confidentiality and integrity obligations as the ESM.

If the ESM discovers, before the expiry of the deadline for submissions of Applications, a lack of precision, an omission or any other type of error in this PQD, it will rectify the error and inform all Candidates in writing.

3.2. *Cost of Participating in the Procurement Process*

All costs relating to the participation in this procurement process, including in particular any costs in relation to the preparation of Applications and of any other documents requested by the ESM and any subsequent follow-up shall be borne exclusively by the Candidate.

3.3. *Trade Name, Logo and Marks*

The ESM logo, covers, page headers, custom graphics, icons, and other design elements and words or symbols used to identify the description of the procurement requirement are either trademarks, trade names or service marks of the ESM and its licensors, or are the property of their respective owners. These marks may not be copied, imitated or used, in whole or in part, without the explicit prior written consent of the ESM.

3.4. Confidentiality

If the Candidate considers that any part of its Application or other documents/information submitted to the ESM include Confidential Information within the meaning of this section the Candidate must clearly mark such parts of the Application or other documents/information as 'confidential'.

Candidates are advised that their participation in this procurement process constitutes Confidential Information except for the announcement by the ESM of the successful Candidate on the ESM website in accordance with Article 9.17 (3) of the Procurement Policy.

Except if required in a judicial or administrative proceeding, or if it is otherwise required to be disclosed by any law or regulation, or where information is already in the public domain, the ESM will: (a) not disclose the Confidential Information; (b) take all reasonable measures to preserve the confidentiality and avoid disclosure, dissemination or unauthorised use of Confidential Information; and (c) not use such Confidential Information for any purpose other than as is necessary in connection with this procurement process. Confidential Information does not include information which (a) was known to the ESM prior to receiving the information from the Candidate; (b) becomes rightfully known to the ESM from a third-party source not known to the ESM (after diligent inquiry) to be under an obligation to the Candidate to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by ESM; or (d) has been developed independently by the ESM or authorised to be disclosed by the Candidate. Confidential Information may only be shared with third parties (e.g. contractors) that have a need to know the Confidential Information in relation to this procurement process and provided that such third parties comply with the confidentiality obligations provided in this section.

In addition, if the Candidate has signed an ESM confidentiality undertaking the Candidate agrees to comply with all obligations set forth in such confidentiality undertaking. If there is a conflict between such confidentiality undertaking and this procurement procedure, the confidentiality undertaking will prevail.

3.5. Involvement of/Reliance on Third Parties

If the Candidate intends to involve a third party in the supply of the services offered to the ESM the Candidate has to ensure that any such third party is bound by the requirements set forth in this PQD.

Consortia

In case of a group of economic operators responding together to this procurement procedure ("**Consortium**"), Candidate means the Consortium and the Application must provide the following:

- a. a clear description of the proposed Consortium, its organisational hierarchy and structure, the names of all Consortium members and the roles, activities and responsibilities of the Consortium leader and each Consortium member;
- b. information on whether the Consortium will form a legal entity and if yes, details of the actual or proposed percentage shareholding within such legal entity and other official documents confirming existence of such legal entity. If not, full details of the proposed Consortium arrangement including submission of an executed Consortium agreement.
- c. Signed declarations available in Annex 2 1.1 (Declaration on eligibility) and 1.2 (Non-collusion declaration) and Annex 3 3.2 (Consortium declaration) from all Consortium members.

If the Contract is awarded to a Consortium, all Consortium members will be jointly and severally liable towards the ESM for all obligations arising of or resulting from the Contract.

If a Candidate considers any changes in the Consortium structure it must immediately notify the ESM in writing. The composition of a Consortium (including the roles, activities and responsibilities of the Consortium leader and each Consortium member) cannot be modified or members of the Consortium cannot be exchanged, whether during the course of this procurement process or during the term of the Contract, without the prior written consent of the ESM.

Subcontractors

If subcontractors will play a significant role in delivering the services offered to the ESM (“**Key Subcontractor**”), the Candidate must provide as part of its Application:

- a. a clear description of the proposed subcontracting arrangement, in particular which tasks the Candidate intends to subcontract and their volume or proportion, the name(s) of the proposed Key Subcontractor(s) and its/their roles, activities and responsibilities; and
- b. a document signed by any Key Subcontractor stating its intention to collaborate with the Candidate should the Candidate be awarded a Contract. The template available in Annex 3 3.3 (Subcontractor Commitment Letter) shall be used for this purpose.

If a Candidate subcontracts some of the services under the Contract to subcontractors, it will nevertheless remain fully liable towards the ESM for the performance of such services and responsible for the Contract as a whole. The ESM will have no direct legal commitments with the subcontractor(s).

Any changes to the proposed Key Subcontractors must be notified immediately to the ESM. Candidates cannot exchange or replace the Key Subcontractors or modify the nature of the subcontracting arrangement (including the subcontracted tasks, their volume or proportion), whether during the course of this procurement procedure or during the term of the Contract, without the prior written consent of the ESM.

Moreover, any additional Key Subcontractor(s), which was/were not assessed by the ESM during this procurement procedure, may only be appointed if the ESM’s has given its prior written consent.

Note: If a SaaS solution is running in the public cloud, the public cloud service provider (AWS, Azure, Acquia, Pantheon, etc.) is a “Key Subcontractor” according to this Section. However, due to the special nature of the public cloud services, it is not required to complete the Subcontractor Commitment Letter (Annex 3 3.3). All other requirements regarding Key Subcontractors continue to apply.

3.6. *Transfer of Undertakings*

The Candidates acknowledge and accept the possibility that if they are awarded the Contract, the Contract may in some cases trigger the application of the relevant provisions of Luxembourg law or of a collective labour agreement regarding transfers of undertakings, in particular, but not limited to, Articles L.127- 1 to L.127-6 of the Luxembourg Labour Code as amended from time to time (collectively the “**Regulations**”). Consequently, the Candidates acknowledge and accept the possibility that if they are awarded a Contract the staff employed by the existing service provider performing the services to the ESM (the “**Employees**”) may, if necessary, be taken over and/or transferred automatically, by the virtue of the Regulations.

The Candidates are therefore invited, if deemed appropriate and if not already included in the procurement documents, to request the ESM to provide any necessary information regarding the Employees. The ESM reserves the right to answer questions at a later stage of the procurement procedure if deemed appropriate in the ESM’s sole discretion.

Should the Regulations be applicable, the existing service provider and the successful Candidate will fully comply with all of their obligations under the Regulations and will take all necessary steps to facilitate the takeover and/or transfer of the Employees. Any discussions regarding potential takeover and/or transfer of the Employees will be directly between the existing service provider and the successful Candidate. All the costs incurred by the successful Candidate in relation to the application of the Regulations will be borne solely by such Candidate and will not give rise to any financial compensation from the ESM and will not affect in any way the financial proposal submitted by the successful Candidate.

3.7. *Notification of the ESM's decision*

The ESM will notify in writing its decision to advance or not advance the Candidate's Applications. The Candidates whose Applications did not advance can request, in accordance with the ESM Procurement Policy and timelines set within and in the ESM notification, a de-brief addressing the reasons for not advancing their Application. The de-brief will be limited to the reasons related to the unsuccessful Candidate's Application and will not cover any information about other Candidates' Applications.

Annex 1: Terms of Reference

Background and objective:

The ESM has a website at <https://www.esm.europa.eu/> (the “**ESM Website**”). The ESM intends to establish a Framework Agreement (for a term of four years) with a single provider to supply a comprehensive range of website services to enhance, develop, maintain, host, and support the ESM Website (the “**Website Services**”). The Website Services are described in more detail in this Annex 1. The ESM considers Website Services as a core service and requires that they are executed in an efficient, effective and professional manner.

Existing Features of the ESM Website:

The ESM Website is built with the open-source web content management system Drupal 9. The ESM has several editors that contribute daily to the ESM Website with new content such as press releases, bill auction results, potential bonds, newsletters etc. There is no intranet/extranet for logged in users with role-based content i.e. visitors to the ESM Website cannot actively do anything with the content, nor are specific areas limited to visitors by a login.

The ESM currently uses a third party to manage the ESM Website (the “**Current Website Provider**”). The ESM Website has the following features:

- Drupal-centric cloud solution (Amazon Web Services) which can scale in terms of traffic and has elastic capabilities and security features depending on type of load or attack attempt (i.e. DDOS etc)
- Source repository is linked with dev, CI (continuous integration), testing and live environments and have separate URLs of which the testing environment has a separate subdomain of the ESM URL.

General Description of the Services:

The ESM requires the following Website Services to be provided in the form of projects (the “**Initial Projects**”) and ongoing services (the “**Ongoing Services**”):

A. Initial Projects

The ESM will require the provider to deliver all of the following Initial Projects, but the ESM will be under no obligation to proceed with all of the Initial Projects.

1) Transition of Website Services migration

The selected provider will be responsible for managing the transition of the ESM Website from the Current Website Provider to the provider in order for the provider to commence the provision of the Website Services (the “**Transition Services**”). The provider will complete the Transition Services in a professional, well-planned, and coordinated manner within a maximum of six (6) months of signature of the Framework Agreement. Ideally, the provider will complete the Transition Services within two (2) months of the signature of the Framework Agreement. The provider will be required to play the lead role in the execution of the transition including the planning, coordination, preparation, and facilitation of all required activities to ensure a seamless and successful transition.

The provider will develop a detailed and documented transition plan to be supplied to the ESM, which will include but not be limited to: individual tasks and work items to be performed, roles and

responsibilities of participants, scheduling, dependencies, critical paths, milestones, risks and related risk mitigation matters, liaison and coordination with third parties, quality assurance, testing, security, and check lists, (amongst others) in keeping with industry standards for such documents (the “TP”). The TP is to be developed in consultation with the ESM and/or its third-party experts and the provider will not implement the TP until the ESM has confirmed its acceptance of the TP in writing. The provider must deliver the TP within one (1) month of signature of the Framework Agreement. The provider will deliver and maintain the TP in Microsoft Project format (unless otherwise agreed with the ESM) and include a Gantt chart. The provider will maintain the TP as the Transition Services progress in order to identify issues, update progress achieved, and record any other subjects agreed with the ESM. Scheduled updates to the TP will be at least on a biweekly basis during the Transition Services.

2) Drupal-centric cloud solution service (DCCSS) migration

Within a maximum of six (6) months from the date of signature of the Framework Agreement, the provider will be required to migrate the ESM Website to a fully operational DCCSS that meets or exceeds the minimum standards (the “DCCSS Standards”) as identified below:

- Provides for an uptime of 99.95%
- Possesses an auto-redundant architecture
- Possesses permission and access management
- Is supported by expert Drupal support capabilities including an experienced Drupal developer(s)
- Possesses state-of-the-art cloud technologies
- Possesses the capability to scale for traffic spikes with ease
- Possesses high performance capabilities and advanced page caching (deliver repeat page views from the cache, rather than having to render the page from Drupal layers)
- Have advanced site monitoring where areas of improvement can be identified and attacks can be monitored and averted
- Possesses automated sysadmin capabilities
- Possesses professional developer environments. (It will be possible to develop directly on the platform in addition to locally. The DCCSS will have at least three (3) identical environments: Development, Stage, and Live. It will be possible to create a sandbox environment for the ESM to test new features.
- Allows for industry-standard continuous integration workflows
- Possesses command line interface capabilities
- Allows for automated workflows
- Integrates with a version control system (“VCS”) such as GitHub
- Shall include and integrate with content delivery network (“CDN”) technology for a global performance reach of page loads which lets the ESM Website cache entire pages, not just images and other static assets. For the avoidance of doubt, the Service Provider must provide CDN technology as part of the DCCSS.
- Possesses the ability to handle HTTPS certificates, to monitor its expiry and to request renewal of certificate together with ESM
- Is capable of integrating with an Automated Monitoring Tool (as further described in Section B 1. (i) of this Annex 1
- Includes DDoS protection and a web application firewall.
- Implements security updates for every single element of the stack as soon as they are available, with no service interruption.

The provider must complete the migration to DCCSS and render the ESM Website fully operational in accordance with the DCCSS Standards within six (6) months of signature of the Framework Agreement (the “**DCCSS Migration**”).

The provider will be required to lead and execute all aspect of the DCCSS Migration including all planning, coordination, and preparation activities. The provider must conduct the DCCSS Migration in a professional, well-planned, coordinated and risk mitigated manner in accordance with a documented migration plan to be supplied to the ESM within two (2) months of signature of the Framework Agreement (the “**Migration Plan**”). The DCCSS Migration will only be implemented following acceptance of the Migration Plan by the ESM in writing. The provider will be required to develop the Migration Plan in keeping with industry standards for such documents. The Migration Plan will address such topics as: individual tasks and work items, roles and responsibilities, scheduling, dependencies, critical milestones, risks and risk mitigation identification, liaison and coordination with third parties, quality assurance, testing, security, go/no-go launch, and domain name service (“**DNS**”) records (amongst others). Unless otherwise agreed with the ESM, the provider will deliver and maintain the Migration Plan in Microsoft Project format and include a Gantt chart. The Migration Plan will be maintained and updated throughout the DCCSS Migration, so as to identify issues, update progress achieved, and other subjects agreed with the ESM and the provider will provide the ESM with scheduled updates on the Migration Plan on at least a biweekly basis during the DCSSS Migration.

The provider will establish and maintain an action log to track outstanding issues, action items and decisions taken during the DCCSS Migration (and will not the use the TMT, as defined in Section B)1 i) of this Annex 1). The log will be reviewed regularly with the ESM, and the provider must ensure timely follow-up on items requiring resolution.

B. Ongoing Services

The provider will be responsible for providing the following Ongoing Services:

1) Maintenance and Support Services

i. Maintenance Services:

The provider will be responsible to ensure the availability and performance of the ESM Website. As the ESM Website may change from the existing set-up (the “**Existing Infrastructure**”) to a new set-up following the completion of some or all of the Initial Projects (the “**New Infrastructure**”), the provider must have the ability to provide maintenance services for the New Infrastructure. As the Existing Infrastructure is hosted by a third party (i.e. The Current Website Provider), the provider will not be responsible for performing maintenance services on the hosting platform unless and until the ESM Website is migrated to a DCCSS as part of the New Infrastructure.

The provider will be required to provide the following maintenance services for the ESM Website Infrastructure (the “**Maintenance Services**”):

- ensure the ESM Website is maintained and operational in accordance with the Availability Standard as provided in Section B) 3) of this Annex 1;
- ensure the availability and performance of the ESM Website servers;

- install critical patches, and/or recommended security updates (related to core Drupal or contrib modules) to the ESM Website system components;
- investigate and resolve incidents and issues with the ESM Website;
- remediation of defects, bugs, misconfigurations and any other non-desired functionality or non-functional requirements;
- install new releases of core Drupal, major or minor;
- propose improvements to the ESM Website and if agreed with the ESM, implement these improvements or supply other Website Services. If improvements are required to the ESM Website resulting from residual issues with the Existing Infrastructure, such improvements will be covered under Development Services as defined in Section B) 2) of this Annex 1. The aforementioned responsibilities will be undertaken in accordance with the pre-agreed governance and implementation protocols to be agreed with the provider as part of the Framework Agreement;
- ensure the current version of the ESM Website's core Drupal, including all contrib modules, is up to date. When there is a new version of a contrib module available, the provider will test such module on its test environments and after successful completion of non-regression testing, provide the ESM with a report on the results of the testing. The ESM will review the report and if the ESM accepts the results, the ESM will provide the provider with written approval and the provider will deploy it in the production environment of the ESM Website.

Ticketing Tool and Incident Management

The provider will supply and maintain an online state-of-the-art trouble/issue ticket management tool (the “**TMT**”), accessible to the ESM's authorised representatives, that will allow the provider, and the ESM where necessary, to record all Changes, defects, requests and other issues for tracking, analysis and resolution by the provider. The provider may resolve the issues by email, phone or remote access, but the provider must record all actions in the TMT. Each ticket will be uniquely identifiable, time stamped, prioritised, and will be categorised by the provider in accordance with methodology agreed with the ESM. Tickets will be analysed by the provider and the ESM will verify the prioritisation. The advancement of tickets associated with new Changes shall be pre-approved in writing by the ESM and the scope and timing (amongst other matters) of these Changes agreed between the providers and the ESM.

The TMT will display the priority level of each ticket and it shall be possible to link each ticket to a tentative scope and to a final scope of a Change. The TMT will not actively monitor the Website, but all information about the Website (change requests, defects, incidents, etc.) will be recorded here and the Website Provider can use this information to monitor, assess and report on the provider's performance and the Website performance.

Automated Monitoring Tool

The provider will provide a tool that monitors the ESM Website's modules and core versions and detect new updates and their priority e.g. security related or not, highly critical or not etc. (the “**Automated Monitoring Tool**”). The monitoring tool used, must integrate with the VCS (as defined in Section B) 3.2 of this Annex 1) and be capable of automatically updating core versions of Drupal.

Content Support Services

The ESM will from time to time require content support services (“**CS Services**”), which consist of editorial support of ESM Website page(s), a block, or content support improvements. The provider will record these services in the TMT, but the ESM may also request the CS Services via phone or email.

ii. Support Services:

The provider will provide support services (the “**Support Services**”) from Monday to Friday from 08:00 – 18:00 CET, except for ESM holidays. Support Services will be provided via phone, email and remote access and the provider will record all requests for Support Services in the TMT. The ESM may request CS Services, Maintenance Services and Development Services via the Support Services. The provider will provide an emergency contact for urgent Support Services requests. Emergency requests for Support Services are unlikely to be frequent. It is envisaged that such requests may arise on average once per month. The provider will also provide 24/7 monitoring of the ESM Website and immediately resolve any issues that result in the ESM Website becoming unavailable or lead to significant issues in operation e.g. major errors, unavailability of the Website, incorrect rendering of pages, etc.

2) Development Services

The ESM will from time to time require the provider to perform development services on the ESM Website (the “**Development Services**”). As part of the Development Services, the provider will make changes to the ESM Website ranging from small improvements to larger improvements and the introduction of new functionalities including updates of graphic items, updates to content, etc. (the “**Change(s)**”). Changes also cover remediation of bugs, misconfiguration or any other non-desired functionality, or non-functional requirement discovered during the use of the ESM Website provided they are required solely as a result of residual issues from the Existing Infrastructure. The provider must record all Changes in the TMT.

The ESM will promote an agile approach to Development Services where the scope of Change(s) will be agreed between the ESM and the provider. Development Services will be implemented in two-week sprint cycles (the “**Change Cycle**”) where multiple Changes can be deployed as part of a single Change package (a “**Change Package**”). If a Change will take longer than two weeks to implement, it will be moved to the next Change Cycle and not included in the Change Package of the then current Change Cycle.

When the ESM logs a Change request, the ESM will document the proposed Change in the TMT including a description, nature, features, necessity, suggested delivery schedule and timing (amongst other matters as may be applicable). In response, the provider will deliver a high-level estimate of the workload required to implement the Change and an indicative plan within seven (7) business days confirming which Change Cycle the Change will be included in. The ESM will evaluate the provider’s proposal and determine if it wishes to proceed with the Change or not. Only after written acceptance in the TMT by the ESM will the provider implement the Change.

The provider is also expected to propose Changes to the ESM Website. In such cases, the provider shall document the proposed Change including a description, nature, features, necessity, cost, timing, impact and/or risks, efforts required, possible delivery schedule and timing (amongst other matters as may be applicable) in the TMT. In response, the ESM will evaluate the proposed Change

and determine if it wishes to proceed or not. Only after written acceptance by the ESM, which may be submitted by the ESM via the TMT, will the provider implement the Change.

The provider will test all Changes to be deployed in a staging environment that is accessible to the ESM and in a developer testing environment. A protocol will be established setting out what each Change contains, which tests were made, and the test results. Unless otherwise agreed in writing, the provider must receive prior written approval from the ESM via the TMT prior to deploying any Change on the ESM Website's live environment. Deployments will be prepared and undertaken so they can be accomplished without the ESM Website going offline. The provider will implement the deployment process in a consistent, repeatable, and automated manner in accordance the highest industry standards and practices.

3) General Requirements

3.1 ESM Website Requirements

The ESM Website must meet the following general requirements:

i. Availability

It is required that the ESM website is accessible to anonymous visitors 24 hours a day, 7 days a week, 365 days a year excluding scheduled maintenance or pre-agreed outage periods. The ESM Website performance availability standard will be a minimum of 99.95% (the "**Availability Standard**"). All Website Services, supporting infrastructure and software code must be robust, resilient, stable, and established and maintained in accordance with the highest industry practices and standards for website development and maintenance. If the provider fails to meet the Availability Standard, service credits may be payable by the provider to the ESM, at the ESM's election. In addition, if the provider fails to meet the Availability Standard for two (2) consecutive months or in any three (3) months during any twelve (12) month period, the ESM will retain the right to terminate the Framework Agreement. The provider must agree planned outages in advance with the ESM and schedule these outside core-working hours to minimise any disruption to the ESM.

ii. Operating and Design Principles

- The ESM Website will be user-friendly, intuitive and easy to use, and support all leading browsers including Chromium based browsers, Firefox and other major browsers for mobile phones, etc.;
- Any architectural solutions will have the ability to be integrated with new applications;
- All ongoing and future capabilities of the ESM Website will be compatible with the latest technologies;
- The ESM Website will be consistent with the ESM's Brand Guidelines;
- All graphical elements of the ESM Website will be kept contemporary and appear as an integrated visual concept.

iii. Navigation, Design, Usability and 'Look and Feel'

- The ESM Website will be easily accessible, modern, responsive, user-friendly, informative, well organised, visually attractive, up-to-date and reliable, taking into account, state-of-the-art approaches to websites and applying a consistent methodology throughout;
- Graphic designs, web page, web application and usability efforts will provide a high value user experience;

- The ESM Website will respect horizontal considerations on performance, accessibility, Information and take into account the Europa Web Guide (<https://wikis.ec.europa.eu/display/WEBGUIDE>) and general standards/compliance requirements;
- Pages will render quickly (e.g. within 2 seconds) and the Website will not slow down when links are clicked on or content is launched;
- The information architecture of the ESM Website will ensure it is easy for a user to understand the site map of the site and quickly retrieve necessary information, e.g. policies, guidelines, documents, etc.

iv. Brand Integrity and Enhancements

The provider will ensure that all development work respects and consistently reflects the then current ESM image and ESM Brand Guidelines.

v. Future-Proofing and Other Requirements

- The provider will undertake any enhancements or developments of the ESM Website in keeping with common W3C standards and Drupal coding standards.
- For all enhancements and developments the provider will conduct visual tests and usability tests in the stage environment and the provider is required to validate the ESM Website on different devices, OS versions, screen sizes, and resolutions (including mobile devices).
- Prior to the release of all enhancements and developments, the provider will also validate the ESM Website by employing testing approaches as further described in this document to verify the ease of use of the user interface.

vi. Performance Requirements

- As part of the Transition Services and Migration Services, in order to optimise performance of the ESM Website, the provider must consider specific complementary technologies and techniques, for example database, binary or HTML5 caching. The provider must demonstrate that they have undertaken all software and configuration steps to optimise performance by performing specific focused testing;
- During the Transition Services and for all subsequent Changes, the provider must carry out at least a performance/load and stress test on the ESM Website, covering all relevant functionalities within the scope of all Changes.

3.2 Version Control System (“VCS”)

The provider will use a VCS for all codes and Changes. Each commit shall clearly indicate the purpose of the Change and also link to the specific ticket of the TMT to ensure a robust audit trail. Each release candidate (i.e. each Change ready for testing) will be tagged and it will be possible for the ESM to identify the content of each Change. The complete repository of the VCS shall be available and easily accessible via online access for ESM to view.

3.3 Documentation Suite

The provider will develop and maintain a comprehensive, sufficiently detailed, and accurate suite of ESM Website documentation consistent with industry standards. The documentation suite will include, but not be limited to the following:

- the complete source code;

- external libraries and scripts;
- details of designs, layouts, and configurations;
- technical design documentation with established traceability;
- TMT content;
- test plans and test design specifications with established traceability;
- the methodology requirements documentation;
- test cases and horizontal requirements;
- user Interface (UI), graphical design models, and interactive mock-ups;
- Change related documentation;
- reports and other related documentation and artefacts as may be applicable.

The provider will maintain the documentation suite contents in sufficient detail to constitute a virtual and permanent resource material library and a handover manual to permit a reasonably qualified professional, in the website development and maintenance industry (be they ESM or any other third party) to properly manage, host, operate, maintain, and enhance the ESM Website independently.

The provider will make the documentation suite accessible to the ESM at all times. The provider will store and maintain the documentation suite in the VCS.

Upon the execution of the Framework Agreement, the provider will provide the ESM with comprehensive, unfettered, easy and uninterruptable access to its VCS, to allow the ESM to use, review, and extract all related ESM Website documentation, materials and/or other artefacts for its purposes in its sole discretion. The access methodologies to be supplied and used by the ESM will be consistent with industry practice for same.

Notwithstanding the ESM's access to the VCS, on request by the ESM, the provider will provide the ESM with a fully executable copy of the current version of the ESM Website's Drupal object code reflecting the ESM Website content. The exact frequency and media format of such code delivery to the ESM will be pre-determined by the ESM.

3.4 Language

The ESM's official working language is English. The ESM Website and the Website Services must be delivered in English. All business exchanges and all administrative matters with the selected provider, including but not limited to the Framework Agreement, any orders issued under the Framework Agreement, invoicing, account management, analysis, reporting and other documentation must also be in English.

3.5 Hosting and Data Locations

Upon the successful migration of the ESM Website to the DCCSS, the provider will not change the DCCSS hosting location without the expressed written consent of the ESM.

The provider will not be permitted to change the datacentre location(s) agreed with the ESM without the prior written consent of the ESM.

3.6 Security

The provider must approach security of the ESM Website as a strategic requirement. The provider is required to protect the ESM Website (including, for the avoidance of doubt, the associated hosting environment) from all security breaches and incidents including, for example, defacement,

unauthorized access, data tampering, denial of service attacks or any other action or attacks carried out by third parties which interfere with the ESM Website including, but not limited to, cross-site scripting (xss) attacks or sending of unsolicited (spam) e-mail.

When conducting the Website Services the provider must give due consideration to matters of security from the outset, in particular, where there is possibility of impact on the ESM Website's (including the environment) integrity, and/or data, roles, rights and permissions models. The provider will closely involve the ESM's IT Security Team in security activities to the extent possible.

The provider must plan for and carry out (at a frequency to be determined in consultation with the ESM) internal, independent, automated, and/or manual penetration testing against all the ESM releases of packages of deployed code and Changes of the ESM Website during the term. Such measures will take into consideration the OWASP Top 10. In addition, the provider will fully cooperate with the ESM (and/or its third-party experts) if and when the ESM determines it wishes to test or otherwise review various integral or quality security matters pertaining to the ESM Website.

3.7 Account Management

The provider will appoint an account manager to be responsible for the provider's activities (the "Project Manager") and an alternate in the event the Project Manager is unavailable.

3.8 Quality Assurance & Standards

The provider is required to employ (on a consistent basis) best industry practices and methodologies in the website development and maintenance industry inclusive of "state-of-the-art" tried, tested, and proven systems and tools. The provider will ensure that it maintains a formal quality management strategy to achieve the overarching quality objectives of the ESM Website. Listing on the Drupal Marketplace is an advantage.

The provider will at minimum comply with the following standards, guidelines, and methodologies when providing the Website Services:

- formal project management methodologies
- ITIL methodologies for service delivery
- The ESM branding guidelines
- OWASP Top 10 (or equivalent for the then current year)
- Web Accessibility Guidelines (WCAG)
- W3C markup validation for various HTML, XHTML, SMIL etc. document types
- W3C CSS validation services
- Drupal coding standards
- The DCCSS hosting standards referred to in A) 2) of this Annex 1

The provider will ensure that its staff responsible for quality assurance work in close cooperation with, but independently of, their development teams in terms of reporting and management. The provider will carry out its own quality assessments on any and all deliverables and/or services

provided and will ensure formalised internal quality assurance sign-off prior to any delivery to the ESM.

3.9 Service Levels and Performance Standards

The Framework Agreement awarded as a result of this procurement procedure will include a service level agreement with key performance indicators (KPIs). If the provider fails to meet the KPIs, service credits or other performance management arrangements to address contractual performance, including but not limited to site availability, performance, service delivery performance (service delivery, responsiveness, reporting, change management, support for incidents, etc.) may be enforced by the ESM at its sole discretion.

Annex 2

ELIGIBILITY AND EXCLUSION CRITERIA, SELECTION CRITERIA AND OTHER REQUIRED INFORMATION AND DOCUMENTS

1. Eligibility and Exclusion Criteria

1.1. Declaration on eligibility

1.2. Non-Collusion Declaration

Note: See the separate document with the above declarations

2. Selection Criteria

As part of their Application, Candidates are requested to address each item/question below and supply the requested evidence in the correspondingly named and numbered way.

The selection criteria apply to the Candidate as a whole, i.e. a consolidated assessment of the combined capacities of all involved entities will be carried out.

Please note that for the purpose of the evaluation of the Applications, the ESM will assess the responses provided to the items set out below in this Section 2.

2.1. *Economic and financial standing*

Candidates must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the Contract.

Item Number	Selection Criteria	Requirements	Evidence
1)	The Candidate must prove sufficient past revenue.	Annual, global revenue of at least €800,000 in each of the last two (completed) financial years generated from the provision of services similar to the services set out in Annex 1 to this PQD.	A signed self-attestation from the Candidate. No specific template is requested by the ESM.
2)	The Candidate must have a current Dun & Bradstreet risk indicator of 1 or 2 ("D&B Requirement").	¹ The ESM will request a report for the Candidate from Dun & Bradstreet. The ESM will cover the cost of the report produced by Dun & Bradstreet.	No evidence is requested from the Candidate.

2.2. *Technical or professional ability*

Candidates must comply with the following selection criteria in order to prove that they have the necessary technical or professional ability to perform the Contract.

¹ Dun & Bradstreet has developed a scoring methodology to determine the credit risk for corporates. Corporates who have a failure score of 51 and above, are awarded a risk indicator score of 1 or 2. Corporates who obtain a lower failure score (i.e. are considered to be riskier), will have a risk indicator score of 3 or 4. More details about the methodology applied by Dun & Bradstreet can be found at: <http://www.dnb-belgium.be/en/dnb-data/rating-en>

Item Number	Selection Criteria	Requirements	Evidence
1)	The Candidate must prove experience in the field of Website Services as described in Annex 1.	Confirm the Candidate has the ability and capacity to deliver, without exception, the Website Services sought by the ESM as set out in Annex 1 to this PQD.	<ul style="list-style-type: none"> • Attestation • Three recent (from the last three years) examples of the provision of services of similar size, scope and complexity as described in Annex 1 to this PQD which demonstrate a proven track-record of successful delivery of website services. This should include a summary description to include sizing, scope and complexity and ii) any available on-line reference materials and iii) client names of the examples or anonymized client names but client industry
2)	The Candidate must have sufficient staff, infrastructure, and other necessary resources in place, readily available, and operational as of the publication date of this PQD to provide all the necessary Website Services	<p>Confirm the Candidate has at least one project manager, two developers, of which one backend and one frontend and one webops in terms of staff.</p> <p>The Candidate will confirm which TMT and hosting provider they use, what code management system they use to develop and deploy code in the environments.</p>	<ul style="list-style-type: none"> • Attestation • Summary description.
3)	The Candidate must have previous experience of building a Drupal stack involving more than one server hosted by a client.	Confirm the Candidate has previous experience of building a Drupal stack involving more than one server hosted by a client in the last 36 months prior to the issue of this PQD.	<ul style="list-style-type: none"> • Attestation • Summary description to include sizing, scope and complexity and available on-line reference materials and client names or anonymized client names but client industry.
4)	The Candidate must have previous experience of building website on a DCCSS.	Confirm the Candidate has experience in building website on a DCCSS in the last 24 months prior to the issue of this PQD.	<ul style="list-style-type: none"> • Attestation • Summary description to include sizing, scope and complexity and available on-line reference materials and client names or anonymized client names but client industry.

5)	The Candidate must have experience of implementing and can implement virtual machines and/or containers.	Confirm the Candidate has experience in implementing and can implement virtual machines and/or containers in the last 24 months prior to the issue of this PQD	<ul style="list-style-type: none"> • Attestation • Summary description of those used
6)	The Candidate has experience implementing Content Delivery Network solution.	Confirm the Candidate has experience in implementing Content Delivery Network solution within the last 24 months prior to the issue of this PQD and can implement a Content Delivery Network.	<ul style="list-style-type: none"> • Attestation • Summary description of those used
7)	The Candidate has experience implementing, and can implement an automated monitoring tool.	Confirm the Candidate has experience in implementing in the last 24 months prior to the issue of this PQD, and can implement an automated monitoring tool.	<ul style="list-style-type: none"> • Attestation • Summary description of those used
8)	The Candidate currently uses and can implement a version control system (VCS).	Confirm the Candidate currently use and can implement a version control system (VCS).	<ul style="list-style-type: none"> • Attestation • Summary description of those used
9)	the Candidate regularly uses and will use backup systems that ensure minimum risk of loss of content.	Confirm the Candidate uses backup systems that ensure minimum risk of loss of content and the Candidate will do this under the Contract..	<ul style="list-style-type: none"> • Attestation • Summary description of those used
10)	The Candidate uses development, CI and staging environment in the development process..	Confirm the Candidate has experience using a developer testing environment during development and the Candidate will do this under the Contract.	<ul style="list-style-type: none"> • Attestation • Summary description of how/when used
11)	The Candidate has experience implementing a Drupal 9 website to a and can implement a Drupal 9 website.	Confirm the Candidate has experience implementing a Drupal 9 website to a client in the last 24 months prior to the issue of this PQD and can implement a Drupal 9 website.	<ul style="list-style-type: none"> • Attestation • Summary description to include sizing, scope and complexity and available on-line reference materials and client names or anonymized client names but client industry.

2.3. *Authorisation and suitability to carry out the relevant professional activity*

Candidates must comply with the following selection criteria in order to prove that they have the necessary authorisation and suitability to perform the Contract.

Item Number	Selection Criteria	Evidence
1)	The Candidate must prove that they have legal capacity to perform the Contract and the regulatory capacity to pursue the professional activity necessary to carry out the services subject to this procurement process.	<ul style="list-style-type: none">• Authorisation to perform the Website services under national law that is applicable to the Candidate.

Annex 3: Other Required Information and Documents

3.1. Cover certification form

3.2. Consortium declaration

3.3. Subcontractor commitment letter

Note: See the separate document with the above declarations