



# Request for Proposal

FA-IT-003-0125-Contract-Notice

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Websites for UPC and PMAC

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## 1 GLOSSARY

**“Appendix”**: means procurement documents complementary of this Contract Notice.

**“Contracting Authority (UPC for this Procedure)”**: means state, regional or local authorities, bodies governed by public law or associations formed by one or more such authorities or one or more such bodies governed by public law.

**“Contract Notice”**: means the main document of the public procurement procedure describing the prerequisites necessary to formulate a Tender.

**“Directive”**: means, when applicable, the legal basis governing this procurement procedure in accordance with section **3.6** of the present document.

**“Economic Operator”**: means service provider who has submitted a Tender and with whom the Contract is concluded.

**“European Single Procurement Document” or “ESPD”**: means formal statement by the Tenderer that the relevant ground for exclusion does not apply and/or that selection criterion is fulfilled and shall provide the relevant information as required by the Contracting Authority.

**“Full-Time Equivalent” or “FTE”**: means unit of measurement indicating the workload of an employed person.

**“Framework Agreement”**: means the agreement between 1 or more contracting authorities and 1 or more economic operators in accordance with the article 33 of the Directive.

**“Lots”**: means one of the Contract awarded to the Economic Operator selected through the Procedure.

**“Man-Days (M/D)”**: means unit of measurement referring to the amount of work that one person does in one day (i.e., 8 hours per day).

**“Market”**: means one of the contracts awarded to the Economic Operator selected through the Procedure and awarded with the Framework Agreement.

**“Open procedure”**: means the Procedure used for this Request for Proposal.

**“Parties”**: means both the Economic Operator and the UPC for this Procedure.

**“PMAC”**: means *Patent Mediation and Arbitration Centre* seated in Lisbon and Ljubljana. The Centre offers support in the settlement of disputes relating to “classic” European patents and Unitary Patents.

**“Portail des Marchés Publics” or “PMP”**: means the online website to communicate with the Contracting Authority and deposit documents for this Procedure.

**“Procedure”**: means use of one of the procurement procedure as mentioned in the Directive.

**“Procurement Documents”**: means the Contract and the Contract Notice and its appendices.

**“Product(s)”**: means any specific, tangible and expected Solution and/or result, which may take the form of a physical product, software, or Service, related to the Solution, which may include, where applicable, any creation resulting from the Services performed by the Economic Operator, and in particular the design and execution of preparatory work, documentation, texts, models, prototypes, studies, graphics, execution and printing files, etc.

**“Services”**: means all the performances and services carried out in connection with the Solution (as mentioned in the UPC Terms and Conditions).

**“Solution”**: means all Services, Solutions, Products relating to the design, implementation, execution and monitoring of the operations requested by UPC and described in the Contract. For the avoidance of doubt, it is specified that the notion of Solution covers Services, Solution and/or Product executed instantaneously as well as those executed successively or in instalments.

**“Successful Tenderer”**: means the Economic Operator with whom the Contract is concluded.

**“Tender”**: means a commercial offer submitted by a Tenderer in response to this Contract Notice and its appendices.

**“Tenderer”**: means an Economic Operator submitting a Tender for this Procedure.

**“Unified Patent Court (UPC)”**: means Contracting Authority for this Procedure.

## 2 LIST OF PROCUREMENT DOCUMENTS

The Parties agree that the Contract Notice forms an integral part of the future Contract which constitutes the agreement between the Parties.

The Procedure involves the present Contract Notice, describing the purpose of the Contract and its appendices as follows:

- Appendix 1 – Application form
- Appendix 2 – Non-disclosure agreement
- Appendix 3 – Experience of the Tenderer
- Appendix 4 – Professional skills (CVs)
- Appendix 5 – ESPD
- Appendix 6 – Statement on collective Tender or subcontracting
- Appendix 7 – Declaration of Joint Commitment
- Appendix 10 – Specific Terms and Conditions
- Appendix 11 – UPC Terms and Conditions
- Appendix 12 – Submission form
- Appendix 13 – Tender to this Request for Proposal

It is understood that the contractual documents are mutually explanatory. However, in the event of any contradiction or discrepancy between the terms of the contractual documents, the documents shall take precedence over each other in the order in which they are listed below:

1. The present Contract Notice, and its appendices
2. The Specific Terms and Conditions, and related appendices and amendments, if applicable
3. The UPC Terms and Conditions, and related appendices and amendments, if applicable
4. The proposal of the Economic Operator
5. If applicable, the terms and conditions of the Economic Operator

Concerning the UPC Terms and Conditions, Tenderers may propose modifications motivated by the impossibility of delivering the Services as requested. These modifications must be listed carefully in a separated document when submitting a Tender.

Articles 5, 6, 7, 8 of the Specific Terms and Conditions may not be amended.



## 3 GENERAL INFORMATION

### 3.1 Contracting Authority

UPC is the Contracting Authority, as described in the UPC Terms and Conditions, acting as an international organisation, incorporated under the laws of the Grand Duchy of Luxembourg and having its registered office at 1, Rue du Fort Thüngen, L-1499 Luxembourg, duly represented by M. Klaus Grabinski, President of the Court of Appeal.

PMAC is a foreseen organization for UPC, seated in Lisbon and Ljubljana, duly represented by M. Ales Zalar. The Centre offers support in the settlement of disputes relating to “classic” European patents and Unitary Patents.

UPC is the Contracting Authority for this Request for Proposal.

### 3.2 Contract and Lots names

The Contract *FA-IT-003-0125-Websites-for-UPC-and-PMAC* (CPV-code: 72000000-5, IT services: consulting, software development, Internet and support) is divided in 2 Lots:

- **Lot 1:** Support services, maintenance, and developments of technical environments **for UPC website**
- **Lot 2:** Support services, maintenance, and developments of technical environments **for PMAC website**

**The 2 (two) lots will be awarded to a single Tenderer.**

To participate to this Request for Proposal, Tenderers must submit a Tender covering the 2 (two) Lots. Tenders submitted for a number of Lots inferior to 2 (two) will be considered as inadmissible.

The Contract will be executed by the two entities UPC and PMAC (depending on the two Lots respectively).

The subsequent Markets concluded for the Lot 1 will be signed by the UPC representative.

The subsequent Markets concluded for the Lot 2 will be signed by the PMAC representative.

### 3.3 Contract manager

Name of Contract manager: Didier CRUGNOLA

Phone: (+352) 28 84 89 25

Email: [didier.crugnola@unifiedpatentcourt.org](mailto:didier.crugnola@unifiedpatentcourt.org)

### 3.4 Contact persons

The names and contact details of the contact persons for the Contract are as follows:

Didier CRUGNOLA – [didier.crugnola@unifiedpatentcourt.org](mailto:didier.crugnola@unifiedpatentcourt.org)

### 3.5 Purpose

UPC engages the Economic Operator to provide the delivery of the Services and the use of the Solution as detailed in this Contract Notice.

### 3.6 Procedure

In the context of the section 3.5, UPC will use the following procedure: **Open Procedure** according to the article 29 of the Directive, i.e., the Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC published in the Official Journal of the European Union.

The abovementioned procedure and the legal basis applicable are named hereafter the “**Procedure**”.

It should be noted that this Procedure is not financed by European Union Funds.

### 3.7 Purpose of the Procedure

The purpose of the Procedure is to conclude the Contract between the Economic Operator and UPC, in accordance with the requirements described in the procurement documents and as detailed in the chapter 8.

### 3.8 Contract award method

**Single-award Framework Agreement** (i.e., awarded to a single Economic Operator).

### 3.9 Maximum value of the Framework Agreement

The **maximum value** of the Framework Agreement is set at: EUR 210.000 VAT Excluded (for the 2 (two) Lots and detailed as follows:

- Lot 1: EUR 77.000 VAT Excluded
- Lot 2: EUR 133.000 VAT Excluded

This amount constitutes the maximum limit for all subsequent Markets of the Framework Agreement and must, in no case, be interpreted as an acquiescence by UPC in favor of offers aiming to align with these amounts.

### 3.10 Platform used for the Procedure

The Procedure will be conducted using the UPC website: <https://www.unified-patent-court.org/en/registry/procurement/ongoing-tenders>.

Tenderers must refer to the section **7.11** to know more about the practicalities to conduct the Procedure.

One single ZIP file containing all the procurement documents must be sent to the contact persons.

### 3.11 Publication date

The date of publication and commencement of the Procedure is: **29/01/2025 – 10am CET**.

### 3.12 Contact and deadline for receipt of questions

All questions from Tenderers should be addressed electronically by mail to the contact persons (cf. section **3.4**).

The deadline for receipt of questions from Tenderers is: **15/02/2025 – 10am CET**.

UPC replies will be sent simultaneously to all Tenderers, together with the questions raised, no later than 6 (six) days before closing date to apply, by: **23/02/2025 – 10am CET**.

It is hereby specified that from this date, no question received from a Tenderer will be processed by UPC or considered in any way whatsoever.

### 3.13 Deadline to submit the Tender

All Tenders must be submitted electronically by mail to the contact persons (cf. section **3.4**) by **29/02/2025 – 10am CET** at the latest.

The content of the Tender is detailed in the chapter **8**.

### 3.14 Calendar

Tenderers are hereby informed that this calendar is purely indicative.

The actual time between each step of the Procedure will depend on the number of Tenders received, and UPC business constraints.

<b>Step</b>	<b>Period foreseen</b>
Publication of the Contract Notice to invite Tenderers to submit a Tender to this Request for Proposal	<b>January 2025</b>
Assessment of Tenders based on selection and award criteria	<b>March 2025</b>
Award the Contract to the Successful Tenderer	<b>April 2025</b>

## 4 REQUEST FOR PROPOSAL

### 4.1 Context of the mission

UPC is a court common to currently 18 (eighteen) EU Member States, in which the Agreement on a Unified Patent Court (UPCA) is in force. The UPC offers a uniform, specialized, and efficient framework for patent litigation at a European level. It hears both infringement and revocation actions. The Court comprises a Court of First Instance, a Court of Appeal, and a Registry. In addition, a Patent Mediation and Arbitration Centre also “PMAC” is foreseen to foster amicable settlements of disputes relating to “classic” European patents and Unitary Patents.

UPC is committed to ensure transparency in the provision of information to the public through its website (<https://www.unified-patent-court.org/en>). Support services, maintenance of the technical environments and development work to be performed on the UPC website are all included in the context of this Request for Proposal.

PMAC will launch its own new website at the official launch of the Centre in June 2024. The aim of the new site will be to ensure the transparency of the Centre by providing the public with relevant information about its activities.

Support services, maintenance of the technical environments and development work to be performed to launch the new PMAC website are all included in the context of this Request for Proposal. This website will, as far as possible, use the same technological component as the UPC website. The website graphical chart, sitemap, interface design mockups are under preparation in collaboration with a web agency and will be provided to the Successful Tenderer upon conclusion of the Contract.

The section **4.2** is intended to provide all relevant information enabling the Economic Operator to have an overall understanding about the UPC website. The website description

contains only public information. Confidential information will be provided to the Successful Tenderer upon conclusion of the Contract.

The section **4.3** is intended to describe the Services delivered by the Economic Operator and their responsibility in the scope of this Contract.

## 4.2 Technical and functional description of the UPC website

### 4.2.1 Website objectives

UPC corporate website is a professional website that has been launched in November 2022 to serve as the UPC window to the public. The website has been designed to be up-to-date, clear, easy to use while remaining sober and informative in view of the specific legal nature of the Court.

The main objective of the website is to confirm and to enhance the transparency of the Court by providing important information to the public, such as:

- Information about [public cases](#) issued by the Court. These cases are retrieved directly via APIs from the Court case management system also known as the “CMS”
- The collection of the final [decisions and orders](#) of the Court, as well as if available any corresponding translations in English, French and German languages. These decisions and orders are retrieved directly via APIs from the Court [CMS](#)
- The list of the European patent attorney entitled to represent parties before the Court ([list of representatives](#)). This list is retrieved directly via APIs from the Court [CMS](#)
- The Court [optout details](#). These details are retrieved directly via APIs from the Court [CMS](#)
- The date, time, and location of all [public hearings](#) at the Court
- Any official communication of the Court
- [Administrative decisions](#) of the [president](#) of the Court of appeal and the Court of first instance, as far as they are of public interest
- Decisions of the [presidium](#), the [administrative committee](#), the [advisory committee](#) and the [budget committee](#), as far as said decisions are of public interest
- All [Court fees](#)
- All [legal documents](#) of the Court, as far as they are of public interest
- The list of available [languages of proceedings](#) at the Court
- [Vacancies](#) and upcoming vacancies at the Court. The details are retrieved by APIs from the [ReachMee](#) platform
- New appointments

- The Court’s annual reports
- Relevant statistics on the activities of the Court

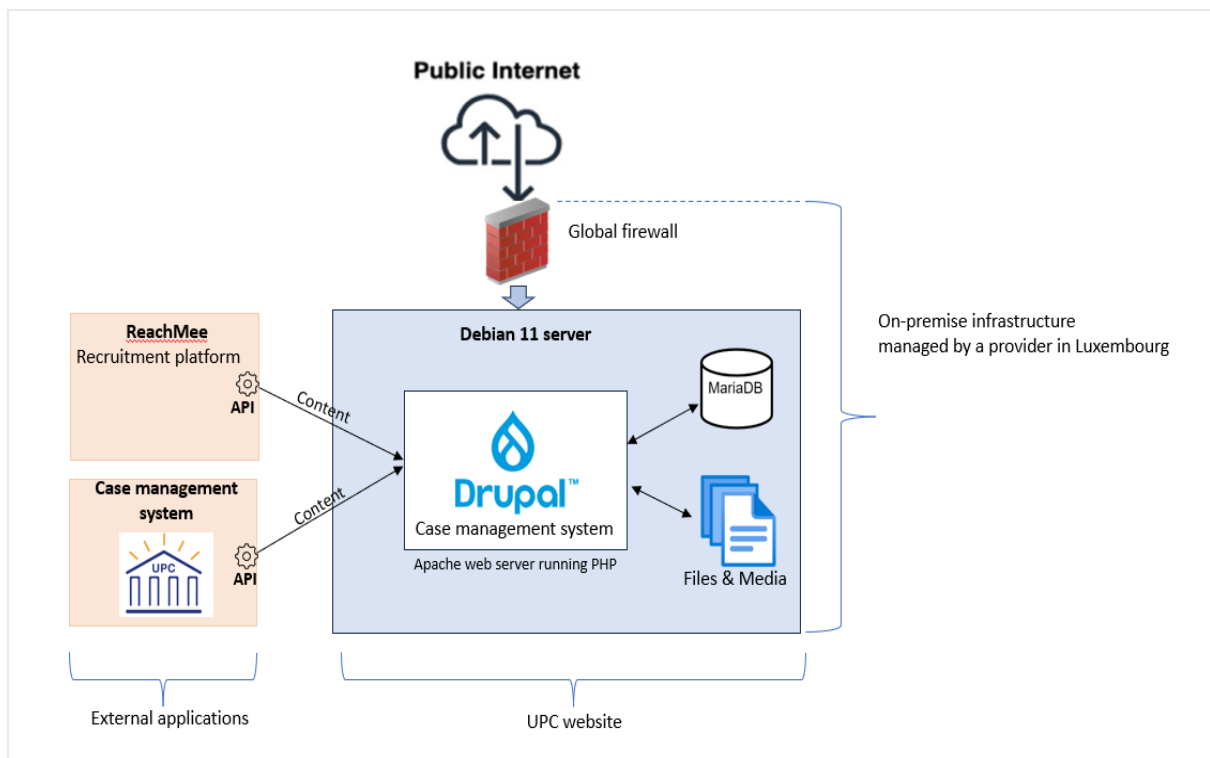
UPC website is an institutional site, which doesn't target a specific audience, but it is open to everyone who is interested in finding information about the Court around the world.

From the statistics we have collected and the comments we have received from external website users, we noticed that the website is most frequently visited by:

- Court representatives
- Patent attorney
- Judges
- Natural or legal persons interested in cases
- CMS users
- Media professionals

#### 4.2.2 Website global architecture

The figure below gives an overview of the Website in its global environment, as well as its interaction via APIs with external systems ([ReachMee](#) and [CMS](#)):



### 4.2.3 Website infrastructure

The Court comprise three on-premises machines (one per environment – Development, Test/Staging and Production) which are hosted by a provider based in Luxembourg.

The three environments are identical in specification and have been provisioned using a set of Ansible scripts. These scripts comprise a UPC specific controlling ‘playbook’ that relies on several 3rd party ‘roles’.

This set of Ansible scripts is responsible for provisioning the operating system stack required to support the Drupal site and supporting applications. The Ansible scripts also provision and configure the Drupal sites and configure security and monitoring of the virtual servers.

<b>Environment Characteristic</b>	<b>Test/Staging</b>	<b>Development</b>	<b>Production</b>
OS	Debian 11 Bullseye	Debian 11 Bullseye	Debian 11 Bullseye
PHP	8.1	8.1	8.1
Web server	Apache 2.4	Apache 2.4	Apache 2.4
Database	MariaDB 10.1	MariaDB 10.1	MariaDB 10.1
CPU	4 Virtual CPUs with 1 core	4 Virtual CPUs with 1 core	4 Virtual CPUs with 1 core
RAM	7909Mb	7909Mb	7909Mb
Storage /	12G	12G	12G
Storage /var	12G	12G	48G

### 4.2.4 Website development tools

The table below list the development tools used to set-up the UPC website:

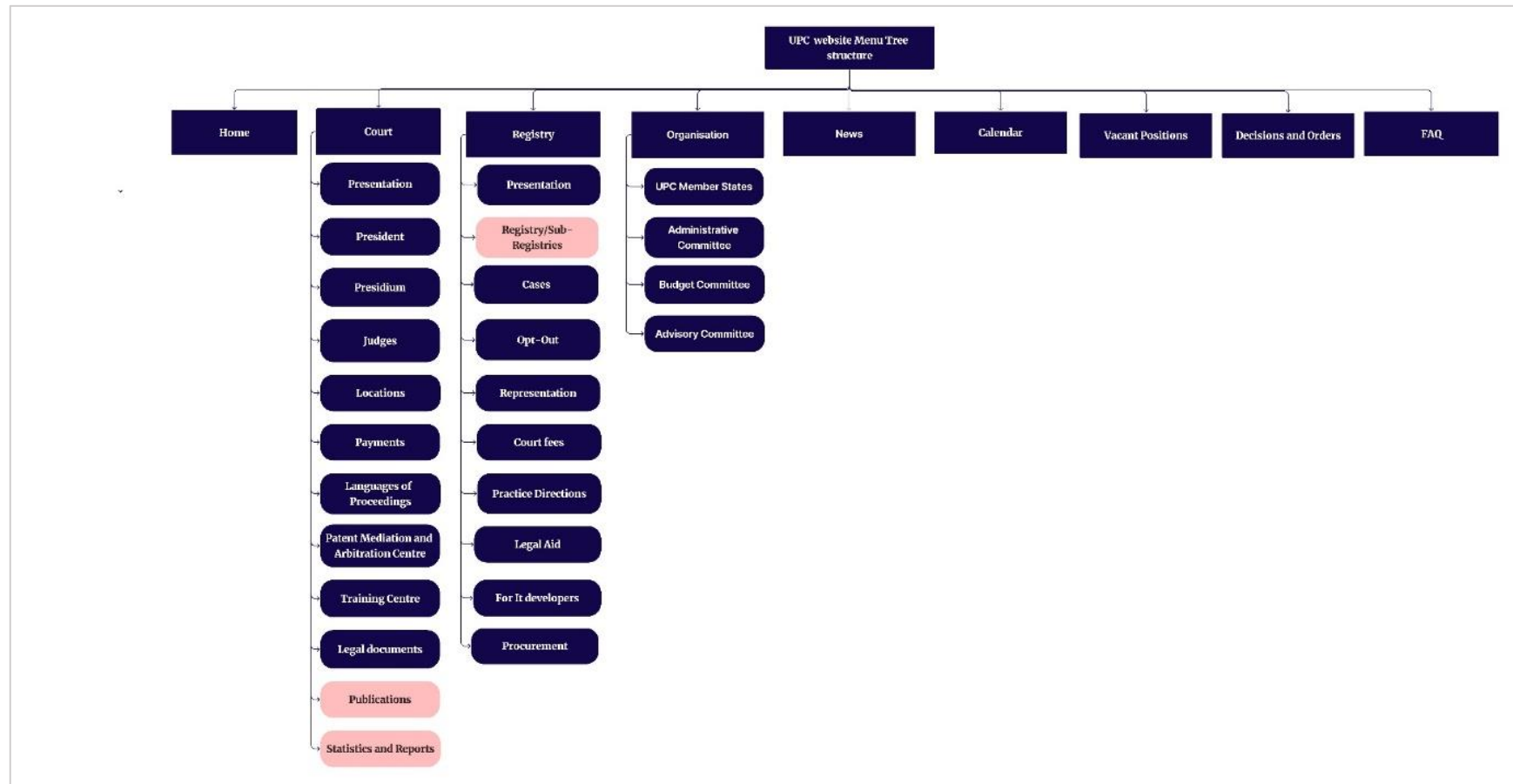
<b>Designation</b>	<b>Development tools</b>
Frontend creation	HTML / CSS
Frontend dynamic functionality	JavaScript
Backend	Drupal Case management system



Server side functionality	PHP
Data base	Maria DB
Server OS	Debian
Web server	Apache

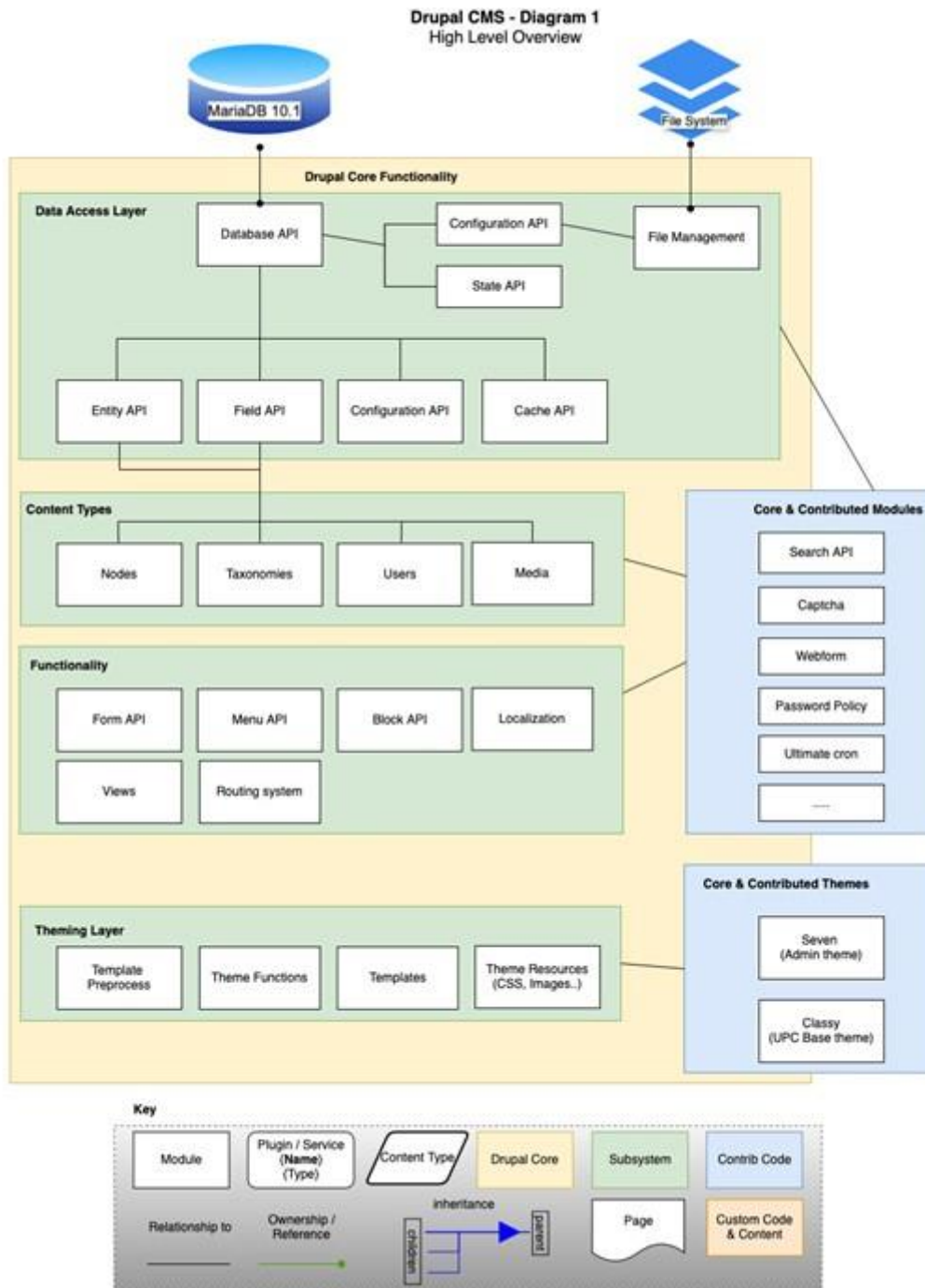
#### 4.2.5 Website menu tree structure

The structure below shows the arborescence of the Court's website. The boxes in blue are the pages that are published on the site. The boxes in red are the pages available in the backend but not yet published since they are still under construction.



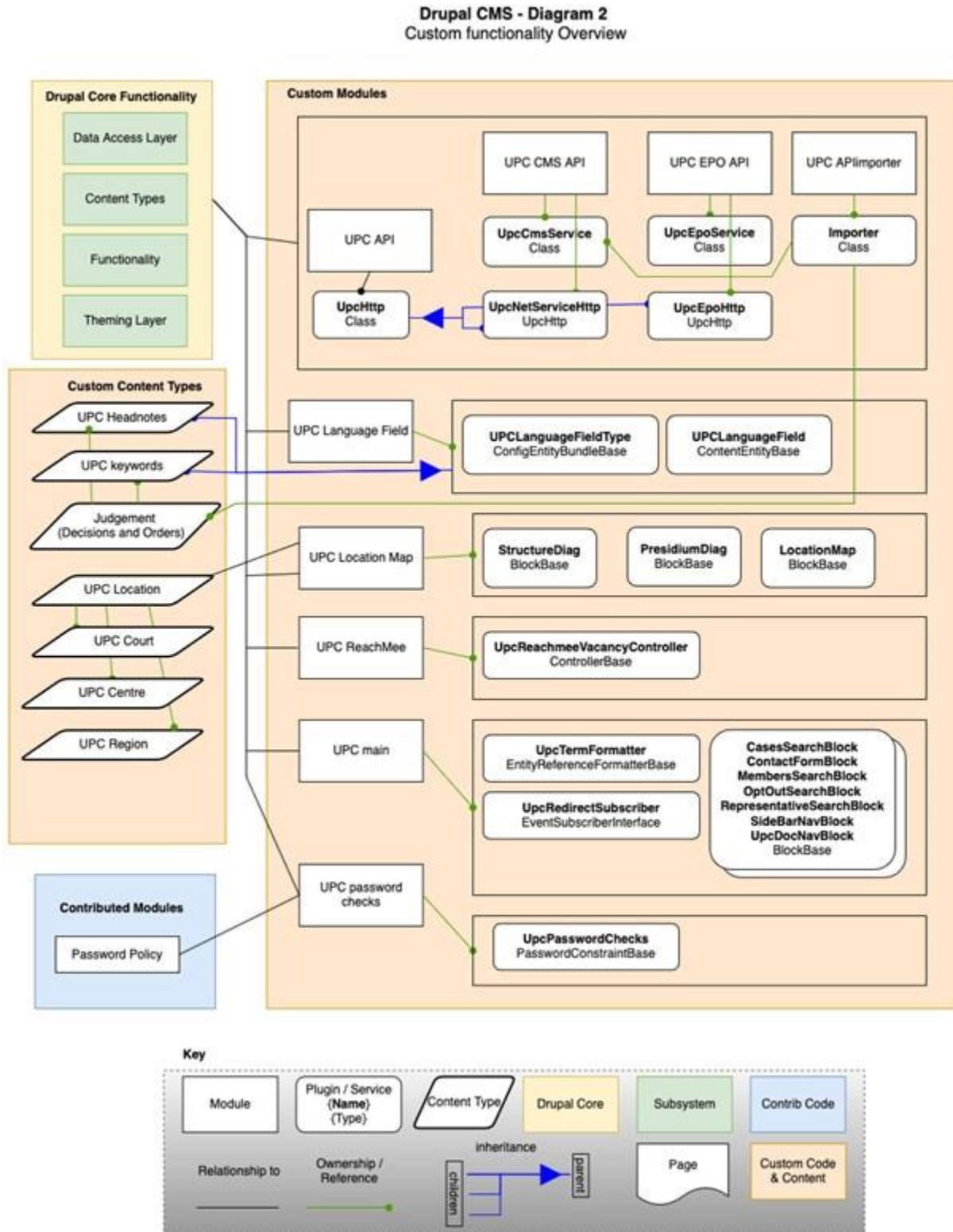
#### 4.2.6 Website Drupal Content Management System Overview

The diagram below gives a high-level overview about the website Content Management System core functionality and contributed modules (developed for the UPC specific needs).



#### 4.2.7 Website Drupal Content Management Custom Functionality Overview

The diagram below gives an overview of the customized functionalities developed specifically for the needs of UPC. They have been used to configure the pages described in sub-section 1.1.1.



#### 4.2.8 Website content type

The website includes four types of content:

Type	Description
Editorial content (Nodes)	Pages holding mainly editorial content like the Home page.
Aggregate content (views and listing)	Pages holding listings of content like “Legal Documents” and “News”. These pages do not have editable content of their own, but each piece of content listed on these pages can be edited using a contextual link (Edit link available when hover over the content).
Specific content types	Used to hold typed information like an “Announcement” in the <a href="#">For IT developers</a> page or a “News Article” in the <a href="#">News</a> page.
Vocabulary (also known as taxonomies)	These are common Vocabulary terms used by other content. For example, the “Document Type” of the “Legal document”.

Each content type can have several elements. A few examples of those are:

- Text field
- HTML/WYSIWYG Field
- Select List
- Autocomplete field
- Image/Media field
- Paragraph - Those can hold a number of the types above then the new revision will become the active one and the changes visible to the public
- Basic HTML/WYSIWYG Editing

Most content use the “Basic” Text format.

All images and other files (like PDFs) that are uploaded to the website make up the media library and allow for the reuse of those resources.

Most of the documents used through the website are pdf files. However, some types of content can have other types of files that can be uploaded as Images and JSON files.

#### 4.2.9 Website functionalities

The website includes the following functions:

Component	Description
Content management	The management of content is based on a role-based permission system. In general, the user interfaces do not require any programming skills. However, some pages need a basic HTML knowledge to be edited.
Publication management	A role-based Authoring and Publication workflow supports writing, validation, correction & final validation of both new content and creation of new versions. A full history of the content revisions is held by the system allowing for visualization of changes made by both users and automated API updated.
Menu system	The core Menu UI system provides an interface to control and customize the menu system.
User management	The website provides several roles each with a set of permissions set to support tasks associated with that role.
API integration	This allows the integration with the APIs provided by the Court <a href="#">CMS</a> .
Other external integrations	This allow the integration with <a href="#">ReachMee</a> platform.

#### 4.2.10 Website structure

The website is a professional dynamic portal, i.e., its framework is built around two main components:

- The frontend (open to the public)
- The backend: the part reserved to the UPC internal staff, such as administrators, content manager, etc.

**Frontend:** is the interface that groups all the information that users can access and view when browsing the website. It may be accessed using the Internet address [www.unified-patent-Court.org](http://www.unified-patent-Court.org) or by using any web browser. It includes the following characteristics:

- Multilingual interface (English, French and German). By default, the website is available in English. However, if the user wishes to view the content in another language, he can select one of the languages by clicking on the buttons available in the header. Translations are added manually in the website backend. There is no link between the website and a translation tool.

Work is in progress to translate the pages that are not available in three languages

- The frontend complies with accessibility standards
- The frontend design is based on a custom Drupal theme using SASS based CSS to create a responsive performant frontend
- The frontend has a responsive design using 3 breakpoints targeted for desktop mobile and tablet
- Client-side interactive functionality using JavaScript

**Backoffice:** is built based on the Drupal 10 Content Management System. The website uses Core and Contributes modules as well as a set of custom modules specifically developed for the website.

The CMS of the website is characterized by the following aspects/features:

- A modular, scalable solution that can be unit-tested
- Easy management of the website tree structure: creation and management of menus and sub-menus
- Possibility for the UPC internal staff of modifying page content by adding text, links, documents and/or images, etc.
- Administration and management of website content using a role-based workflow and content revisioning
- Management of a media library that include images, banners, and multimedia objects (insertion, modification and/or deletion)
- Management of the home page and landing page structured elements (add, delete, update, publish and unpublish)
- Management of the 3 languages of the website
- Management of user access to content and functionality using a permissions system that allow the creation of granular roles and permissions and the assignment of these roles to users
- Management of passwords granted in compliance with the Court policy
- Management of website releases (versioning) and backup: possibility of restoring a previous version of the website at any time
- Easy referencing and indexing of site pages in search engines

- Automatic population of structured content using an API integration to the Case Management System
- Support overriding of API data by users with has editorial roles
- Website wide search facilities for all site published content
- Cron based schedule allows for the automation of routine and maintenance tasks
- Interactive map for visualization of the UPC member state
- EU Cookie Compliance
- Website log for monitoring performance and identifying issues
- Configuration management and deployment system



## 4.3 Purpose of the Contract

The Economic Operator will be responsible for the delivery of the following Services divided in 2 (two) distinct Lots:

- Lot 1 – dedicated to the work to be carried out on the **UPC website**:
  - Ensure take-over phase (if applicable)
  - Ensure support services and maintenance of technical environments of the UPC website
  - Ensure enhancements and developments of the UPC website
  - Prepare and ensure the hand-over
  
- Lot 2 – dedicated to the work to be carried out on the **PMAC website**:
  - Ensure support services and maintenance of technical environments of the PMAC website
  - Ensure the set-up and developments of the PMAC website
  - Prepare and ensure the hand-over

### 4.3.1 Lot 1 - Support services, maintenance, and developments of technical environments for UPC website

#### 4.3.1.1 Ensure takeover phase

A takeover phase between the Economic Operator and the current website provider is necessary before that the Economic Operator takes control of the Court's website.

This phase will be carried out by means of remote meetings between the Economic Operator, the UPC IT team and the current service provider. The focus will be on the following topics, although this is not an exhaustive list:

- Project presentation: general presentation of the project, sharing of documentation, presentation of ongoing evolutions, known issues and those in the process of being resolved
- Functional presentation: presentation of each functional component of the website
- Technical presentation: website architecture, data model, data flow, website security, monitoring, website environments, installation, deployment mode

The outgoing reversibility, for a 2-month period, is intended to allow a knowledge transfer between the current outgoing service provider and the selected Economic Operator. At the

end of this period, the Economic Operator must be able to maintain the website autonomously.

This phase will progressively be carried out following 4 (four) main milestones:

- Initiation
- Knowledge transfer
- Takeover with support
- Total autonomy

UPC suggests the following takeover plan. The approach and plan proposed below will be presented by Tenderers in their Tenders. The plan may be modified, if necessary, after alignment with the Parties and validation by UPC.

Activities - Planning	Initiation	Knowledge transfert			Takeover with support			Autonomy
	W-1	W-2	W-3	W-4	W-5	W-6	W-7	W-8
Kick-off meeting								
Functional knowledge transfer sessions								
Technical knowledge transfer sessions								
Corrective maintenance - Observation: The current service provider corrects issues - incoming economic operator in observation								
Evolutive maintenance - Observation: The current service provider work on ongoing evolution - incoming economic operator in observation								
Assessment								
Corrective maintenance - progressive handover: The incoming service provider corrects issues - the current provider in support								
Evolutive maintenance - progressive handover: The incoming service provider work ongoing evolution - the current provider in support								
Takeover phase report								

#### 4.3.1.2 Ensure Support services and maintenance of technical environments

The Economic Operator will be responsible to ensure the support and maintenance of the UPC website. This implies taking care of the activities described below.

##### 4.3.1.2.1 Ensure UPC website support services

The Economic Operator must ensure the support services related to the UPC website. This will include to carry out the following activities:

- Offer a complete process for support requests whether they are incident or evolution via a ticketing solution tool. Examples: GLPI, JIRA, other software
- Provide technical support by telephone and e-mail in the event of problems encountered when using the website or simply when the team in the Court need help
- Designate a project coordinator to liaise with the UPC website project manager on all website-related matters. This coordinator will act as an interface between the economic operator's staff and the UPC team
- Propose a level of service to manage website incidents raised by UPC staff according to their critical nature. Incidents can be classified according to the 3 critical levels below:
  - Blocking incident: an incident can be considered as blocking in the following cases:
    - The website is no longer available
    - Security breach
    - If one or more features can no longer be used at all and no workaround is in place
  - Major incident: an incident can be considered as major in the following case:
    - If one or more features can no longer be used at all but a workaround is in place
  - Minor incident: an incident can be considered as minor in the following case:
    - When a problem is detected but does not affect the correct operation of the website

The incident management process as well as the application SLA (excluding the take-over phase) will be agreed with the Successful Tenderer according to the proposed Tender and in line with the prices indicated in the Tender.

No penalties will be applied in the event of failure to comply with the proposed level of service by the Successful Tenderer (contrary to what is stated in the UPC Terms and Conditions).

#### *4.3.1.2 Ensure UPC Website maintenance*

The Economic Operator is responsible for ensuring the day-to-day maintenance activities. This means carrying on the following activities:

##### **Library updates:**

- Drupal CMS upgrade:
  - Ensure that the CMS version updates are carried out in time to mitigate security vulnerabilities and enhance functionality. This involves

- monitoring Drupal's release notes for updates and testing them in a staging environment before deploying to production
    - Provide and apply a rollback plan in case of issues with updates
- OS and other stack software updates:
  - Monitor the availability of critical security patches and updates for database, webserver, and other components in the technology stack (e.g., Apache)
  - Apply security updates as they are made available and maintain a log of applied updates for accountability and auditing purposes
  - Perform routine database optimization tasks, such as indexing, archiving, and cleaning unused data to maintain efficiency

### **Security and performance monitoring:**

- Critical systems monitoring and support:
  - Continuously monitor website performance, resource utilization, and anomalies to ensure maximum uptime and to proactively identify potential issues
- Domain monitoring uptime alerts:
  - Use geographically distributed monitoring tools to ensure global domain accessibility and receive alerts for any outage
- Hardware monitoring:
  - Regularly monitoring memory usage, disk space, CPU load, and network bandwidth to preemptively address potential bottlenecks
- Routine Audits:
  - Conduct routine security audits to check the effectiveness of implemented security measures, including vulnerability scans
  - Address any discovered vulnerabilities within defined SLAs

### **API Management**

The Economic Operator is responsible for the technical management, performance monitoring, and maintenance of API integrations used by the websites, ensuring that all APIs function correctly and efficiently:

- Case Management System (CMS) API
  - Regularly monitor to ensure it is functioning correctly and providing accurate data to the website
  - Detect and document issues or anomalies in performance (e.g., incorrect data, errors, or downtime)

- Test during any updates or changes to the website to ensure continued compatibility
  - Work with the UPC IT Team to address technical adjustments, updates or testing related to CMS API integration
  - Notify and collaborate with the UPC IT Team for API upgrades, migrations or configuration changes required via the API management platform (e.g., Apigee)
- ReachMee API (Recruitment Platform)
    - Ensure that the data retrieved via the ReachMee API (e.g., job postings) is displayed accurately on the website
    - Identify and document API-related errors or inconsistencies and escalate them to the ReachMee provider via the UPC IT Team
    - Validate and test the display of data retrieved from ReachMee during any website updates or changes
    - Continuously monitor API interactions for latency, failures, or performance bottlenecks
    - Ensure that API endpoints are secure and protected against vulnerabilities (e.g., unauthorized access, injection attacks)

### **Proactive Maintenance Activities**

- Scheduled downtime and maintenance activities:
  - Coordinate with the UPC IT Team to schedule downtime for maintenance, ensuring minimal disruption to end-users
- Problem Escalation:
  - Identify and escalate issues requiring third-party intervention (e.g., API or infrastructure problems)
  - Provide comprehensive documentation of incidents, including error logs, replication steps, and root cause analysis, to assist third-party providers in addressing issues
- Collaboration with Third Parties:
  - Collaborate with external API providers (e.g., ReachMee, CMS API) to ensure integrations work as expected
  - All third-party communications must be routed through the UPC IT Team, which will act as the primary liaison
  - The Economic Operator will provide technical input and detailed documentation to support issue resolution or new feature requests with third-party providers
- Proactive Communication
  - Anticipate potential issues requiring third-party intervention and notify the UPC IT Team in advance to avoid downtime or delays
  - Identify areas where third-party services could be enhanced and provide recommendations to the UPC IT Team

- Issue resolution or new feature requests with third-party providers

#### **Documentation update:**

- Regularly update technical documentation to reflect any changes in the system architecture, stack, or workflow
- Maintain an accessible version history of documentation updates for reference

#### **4.3.1.3 Ensure enhancements and developments of the UPC website**

The Economic Operator must ensure the achievement of ongoing developments as well as the implementation of new features and pages requested by the Court staff. This involves following the below approach and carrying out the following activities:

##### **Define the scope of website enhancements**

- Collaborate with the UPC IT project manager to outline the enhancement requested in the project
- Prioritize the development work according to the business needs
- Propose a T-shirt seizing for each enhancement to be carried out
- Plan the development work according to the agreed priorities
- Identify and raise the project risks if any

##### **Enhancement technical specifications and design**

- Based on the functional specifications received from the business, prepares the technical specification for each development to be carried out on the website
- Prepare the design proposal if needed (prepare the mockup, proposal of user interface...)
- Design and technical specification validation with the business before starting development

##### **Ensure the development work**

- Development of the code that will support the agreed work in the dedicated development environment
- Data modelling
- Content management
- Integrating and adapting pages to W3C standards
- Ensuring compatibility of rendering on different browsers
- Ensuring compatibility with the responsive design

- Development of the JavaScript code and implementation with the various libraries
- HTML/CSS code development
- API integration if required
- Custom Drupal functionality development if required

### **Deployment and test**

- Test of the prepared development
- Deployment in the staging environment
- Investigate and correct in case of issue raised by the business
- After receiving the green light from the business, deploy the enhancement work in the production website

### **Staff training**

- Update the website user guide so that it includes the latest developed enhancement
- Staff training if requested by the business

#### **4.3.1.4 Ensure handover phase**

The handover phase aims to ensure a transfer of knowledge, responsibilities, and Solutions between the current provider of the Services and the Successful Tenderer.

To facilitate the carry out of this phase, the Successful Tenderer must carry out the following activities:

- Regularly update technical documentation to reflect any changes in the system architecture, stack, or workflow
- Regularly update the website user guide in order to contain any relevant functional information about new added features
- Maintain an accessible version history of documentation updates for reference
- Maintain the website backlog up to date (issues and development status, description, priority, estimation)

At least two months before the end of the Contract, the Successful Tenderer must ensure the handover of the Solution by carrying out the following activities:

- Ensure a functional knowledge transfer: general presentation of the project, presentation of each functional component of the website

- Ensure a technical knowledge transfer: presentation of the website architecture, data model, data flow, website security, monitoring, website environments, installation, deployment mode
- Progressive hand over of issue fixing and enhancement development: the Economic operator must support the incoming in order to be autonomous in these activities

#### 4.3.1.5 Key focus areas and specific needs

- **Successful takeover:**
  - Objective: Ensure a successful takeover of the website activities in collaboration with the current service provider
  - Challenge: The takeover period must be used in the best possible way in order to gather all the technical knowledge necessary to enable the Economic Operator to ensure the continuation of services without incident and in complete autonomy. This requires careful observation during the knowledge transfer phase, anticipation of any unforeseen topics that need to be discussed, effective communication with the current website provider and regular progress reviews with the UPC IT team
- **Maintenance and Support:**
  - Objective: Delivering responsive technical support and proactive maintenance to prevent website downtime, performance, and security incidents
  - Challenge: The Economic Operator must ensure a complete monitoring of the Court's website, alert quickly in case of incident, take the appropriate measures to keep the site available and compliant with security, performance, and accessibility standards
- **Innovation and features enhancement:**
  - Objective: Propose innovative solutions that can enhance the user experience, improve the design, and integrate new technologies to keep the website up to date
  - Challenge: The Economic Operator should be proactive in keeping the website always up to date in terms of design, performance, and usability, both for external users and for the internal staff who update the content



#### 4.3.2 Lot 2 - Support services, maintenance, and developments of technical environments for PMAC website

##### 4.3.2.1 Ensure Support services and maintenance of technical environments

The Economic Operator will be responsible to ensure the support and maintenance of the PMAC website. This implies taking care of the activities described below.

###### 4.3.2.1.1 PMAC website support services

- Offer a complete process for support requests whether they are incident or evolution via a ticketing solution tool. Examples: GLPI, JIRA, other software
- Provide technical support by telephone and e-mail in the event of problems encountered when using the website or simply when the team in the Court need help
- Designate a project coordinator to liaise with the UPC website project manager on all website-related matters. This coordinator will act as an interface between the economic operator's staff and the UPC team
- Propose a level of service to manage website incidents raised by UPC staff according to their critical nature. Incidents can be classified according to the 3 critical levels below:
  - Blocking incident: an incident can be considered as blocking in the following cases:
    - The website is no longer available
    - Security breach
    - If one or more features can no longer be used at all and no workaround is in place
  - Major incident: an incident can be considered as major in the following case:
    - If one or more features can no longer be used at all but a workaround is in place
  - Minor incident: an incident can be considered as minor in the following case:
    - When a problem is detected but does not affect the correct operation of the software

The incident management process as well as the application SLA (excluding the take-over phase) will be agreed with the Successful Tenderer according to the proposed Tender and in line with the prices indicated in the Tender.

No penalties will be applied in the event of failure to comply with the proposed level of service by the Successful Tenderer (contrary to what is stated in the UPC Terms and Conditions).

#### 4.3.2.1.2 PMAC Website maintenance

The Economic Operator is responsible for ensuring the day-to-day maintenance activities. This means carrying on the following activities:

##### **Library updates:**

- Drupal CMS upgrade:
  - Ensure that the CMS version updates are carried out in time to mitigate security vulnerabilities and enhance functionality. This involves monitoring Drupal's release notes for updates and testing them in a staging environment before deploying to production
  - Provide and apply a rollback plan in case of issues with updates
  
- OS and other stack software updates:
  - Monitor the availability of critical security patches and updates for database, webserver, and other components in the technology stack (e.g., Apache)
  - Apply security updates as they are made available and maintain a log of applied updates for accountability and auditing purposes
  - Perform routine database optimization tasks, such as indexing, archiving, and cleaning unused data to maintain efficiency

##### **Security and performance monitoring:**

- **Critical systems monitoring and support:**
  - Continuously monitor website performance, resource utilization, and anomalies to ensure maximum uptime and to proactively identify potential issues
  
- **Domain monitoring uptime alerts:**
  - Use geographically distributed monitoring tools to ensure global domain accessibility and receive alerts for any outage
  
- **Hardware monitoring:**
  - Regularly monitoring memory usage, disk space, CPU load, and network bandwidth to preemptively address potential bottlenecks
  
- **Routine Audits:**
  - Conduct routine security audits to check the effectiveness of implemented security measures, including vulnerability scans
  - Address any discovered vulnerabilities within defined SLAs

## **API Management**

The Economic Operator is responsible for the technical management, performance monitoring, and maintenance of API integrations used by the websites, ensuring that all APIs function correctly and efficiently.

- **New PMAC Case Management System (CMS) API**
  - Regularly monitor to ensure it is functioning correctly and providing accurate data to the website
  - Detect and document issues or anomalies in performance (e.g., incorrect data, errors, or downtime)
  - Test during any updates or changes to the website to ensure continued compatibility
  - Work with the UPC IT Team to address technical adjustments, updates or testing related to PMAC CMS API integration
  - Notify and collaborate with the UPC IT Team for API upgrades, migrations or configuration changes required via the API management platform (e.g., Apigee)

## **Proactive Maintenance Activities**

- **Scheduled downtime and maintenance activities:**
  - Coordinate with the UPC IT Team to schedule downtime for maintenance, ensuring minimal disruption to end-users
- **Problem Escalation:**
  - Identify and escalate issues requiring third-party intervention (e.g., API or infrastructure problems)
  - Provide comprehensive documentation of incidents, including error logs, replication steps, and root cause analysis, to assist third-party providers in addressing issues
- **Collaboration with Third Parties:**
  - Collaborate with external API providers (e.g., CMS API with EPO) to ensure integrations work as expected
  - All third-party communications must be routed through the UPC IT Team, which will act as the primary liaison
  - The Economic Operator will provide technical input and detailed documentation to support issue resolution or new feature requests with third-party providers
- **Proactive Communication**

- Anticipate potential issues requiring third-party intervention and notify the UPC IT Team in advance to avoid downtime or delays
- Identify areas where third-party services could be enhanced and provide recommendations to the UPC IT Team
- Issue resolution or new feature requests with third-party providers

**Documentation update:**

- Regularly update technical documentation to reflect any changes in the system architecture, stack, or workflow
- Maintain an accessible version history of documentation updates for reference

**4.3.2.2 Ensure the setup and developments of the PMAC website**

At the beginning of the Contract, the Economic Operator will receive a complete set of specification documents including the website map, page-by-page business/functional specifications, website graphic charter description, low and high-fidelity website graphic mock-up and a responsive design mock-up. In addition to these specifications, the Economic Operator will receive the must-have pages, which must be ready for the launch of the website in June 2025.

The role of the Economic Operator will be to set up the new website, carry out the necessary developments and implement the new website feature when requested by the Court staff.

This involves following the below approach and carrying out the following activities:

**Analyze the PMAC website specification documents and prepare the related technical specifications**

- Analyze all the documentation received from the business
- Propose a T-shirt seizing for each development to be carried out
- Plan the development work according to the business priorities
- Identify and raise the project risks if any
- Prepare the new website technical specifications

**Ensure the set-up of the website infrastructure and the development required for the launch of the new website.**

- Collaborate with the UPC infrastructure team to set up the three PMAC website environments (development, staging and production)

- Development of the code that will support the PMAC graphical chart as well as the agreed design
- As much as possible try to use the same technical stack available in the current UPC website
- Data modelling
- Content management
- Integrating and adapting pages to W3C standards
- Ensuring compatibility of rendering on different browsers
- Ensuring compatibility with the responsive design
- Development of the JavaScript code and implementation with the various libraries
- HTML/CSS code development
- API integration if required
- Custom Drupal functionality development if required

### **Deployment and test**

- Test of the prepared development
- Deployment in the staging environment
- Investigate and correct in case of issue raised by the business
- After the green light received by the business, deploy the enhancement work in the production website

### **Staff training**

- Prepare the website user guide so that it includes the latest development feature
- Staff training if requested by the business

#### **4.3.2.3 Ensure handover phase**

The handover phase aims to ensure a transfer of knowledge, responsibilities, and Solutions between the current provider of the Services and the Successful Tenderer.

To facilitate the carry out of this phase, the Successful Tenderer must carry out the following activities:

- Regularly update technical documentation to reflect any changes in the system architecture, stack, or workflow
- Regularly update the website user guide in order to contain any relevant functional information about new added features
- Maintain an accessible version history of documentation updates for reference

- Maintain the website backlog up to date (issues and development status, description, priority, estimation)

At least two months before the end of the Contract, the Successful Tenderer must ensure the handover of the Solution by carrying out the following activities:

- Ensure a functional knowledge transfer: general presentation of the project, presentation of each functional component of the website
- Ensure a technical knowledge transfer: presentation of the website architecture, data model, data flow, website security, monitoring, website environments, installation, deployment mode
- Progressive hand over of issue fixing and enhancement development: the Economic operator must support the incoming in order to be autonomous in these activities

#### 4.3.2.4 Key focus areas and specific needs

- **Maintenance and support:**
  - Objective: Delivering responsive technical support and proactive maintenance to prevent website downtime, performance, and security incidents
  - Challenge: The economic operator must ensure a complete monitoring of the Court's website, alert quickly in case of incident, take the appropriate measures to keep the site available and compliant with security, performance, and accessibility standards
- **Ensure the set-up and developments of the PMAC website**
  - Objective: Set-up the first PMAC website version live, on time, and with the high quality required
  - Challenge: The economic operator is expected to work effectively with the UPC team in order to set-up the necessary infrastructure that will support the new PMAC website's environments, try to use the technological bricks available in the UPC website to reduce costs, prepare the mandatory pages for the launch of the website, and monitor that everything is working properly after deployment.

## 4.4 Markets of the Framework Agreement (subsequent Market)

For each subsequent Market under the Framework Agreement, the Economic Operator will be required to submit an offer, consisting of a financial proposal based, where applicable, on the unit prices defined within the Framework Agreement.

The Economic Operator must submit an offer to a request from the Contracting Authority (for a subsequent Market) within **5 working days**, starting from the date of sending the invitation to submit an offer.

The Contracting Authority may extend this period. In this case, it will be specified again in the invitation to submit an offer for the subsequent Market concerned.

The Contracting Authority will inform the Economic Operator in writing whether its offer is accepted and whether the Market can be performed.

Subsequent Markets must be awarded to an Economic Operator before the end of the framework agreement. The end of the Framework Agreement does not automatically mean the end of the Subsequent Markets.

### 4.4.1 Type of Solution

Each subsequent Market under the Framework Agreement may be concluded for one or more services or Solution depending on the needs of the Contracting Authority.

### 4.4.2 Charge and costs for each Market

The needs in terms of Services and Solutions for each Market will be set for each subsequent Market.

The calculation of the subsequent Market price will be made according to the effort (i.e., workload in M/D) to be produced to meet UPC's needs by applying the unit price established for such Services and Solutions.

The financial offer for the Subsequent Market may take the form of a fixed price or a budget envelope.

Unit price proposed by the Economic Operator in the scope of this Framework Agreement must remain unchanged for the whole Contract duration, to the exception of the conditions of prices revision described in the section **7.9**.

The total amount of subsequent Markets may not under any circumstances exceed the maximum amount of the Framework Agreement (cf. section **3.9**).

#### 4.4.3 Expected Markets

##### 4.4.3.1 Lot 1 – UPC website

During the execution of the Contract, the following subsequent Markets will be expected for Lot 1 without being limited to. They will be defined based on the signed Tender and business requirements of UPC at that time.

##### **Market Lot 1 - TO: Ensure the takeover phase (if applicable)**

This Market covers the takeover services on the UPC website until the Economic Operator becomes autonomous as described in sub-section **4.3.1.1**.

It will be awarded to the Successful Tenderer in a form a fixed price in respect of the services expected for the Lot 1 (cf. sub-section **4.3.1**).

This subsequent Market will be invoiced in totality at the end of the takeover phase based on the acceptance of UPC on the completeness of the takeover.

##### **Market Lot1 - SMH: Support services, maintenance of technical environments and handover**

To meet needs, for a period of 1 (one) year of services as described in the sub-sections **4.3.1.2** and **4.3.1.4**. This Market is subject to renewal after the 1 (one) year period.

It will take the form of a budget envelope. This subsequent Market will be invoiced monthly based on activity reports approved by UPC. The part of the envelope not consumed is not to be considered as due and will not be invoiced.

##### **Market Lot1 - ED: Enhancements and developments of the UPC website**

To meet needs, for a period of 1 (one) year of services as described in the sub-section **4.3.1.3**. This Market is subject to renewal after the 1 (one) year period.



It will take the form of a budget envelope consumed as and when UPC requests are made (e.g., adding new page on the website, revisiting the graphic chart).

This subsequent Market will be invoiced monthly based on activity reports approved by UPC. The part of the envelope not consumed is not to be considered as due and will not be invoiced.

#### **4.4.3.2 Lot 2 – PMAC website**

During the execution of the Contract, the following subsequent Markets will be expected for Lot 2 without being limited to. They will be defined based on the signed Tender and business requirements of UPC at that time.

##### **Market Lot2 - DFV: Developments of the first version of the PMAC website**

This subsequent Market covers the work and activities (refer to paragraph 4.3.2.2) required to develop a first version of the new website for PMAC.

It will take the form of a budget envelope or a fixed price depending on the maturity of the specifications to be supplied by UPC at the time of Market is carried out. Depending on the form of the Market, it will be invoiced monthly based on activity reports approved by UPC or based on Solutions accepted by UPC.

In case of a budget envelope, the part of the envelope not consumed is not to be considered as due and will not be invoiced.

##### **Market Lot2 - SMH: Support services, maintenance of technical environments and handover**

To meet needs, for a period of 1 (one) year of services as described in the sub-sections **4.3.2.1** and **4.3.2.3**. This Market is subject to renewal after the 1 (one) year period.

It will take the form of a budget envelope. This subsequent Market will be invoiced monthly based on activity reports approved by UPC. The part of the envelope not consumed is not to be considered as due and will not be invoiced.

## 5 SELECTION CRITERIA

To consider a Tender as compliant, the competence, experience, and technical and financial capacities of the Tenderer must offer sufficient guarantees for the adequate performance of the Services within the stipulated deadlines.

Tenderers not complying with all the below specifications are excluded on the ground that their Tender is inadmissible.

A Tender to participate to this Procedure requires the production of the completed ESPD as detailed in the section **7.14**.

### 5.1 Exclusion grounds

#### 5.1.1 Mandatory exclusion grounds

Tenderers must formally declare that they are not in one of the situations defined in articles 57(1) and (2) of the Directive.

To this end, Tenderers must:

- Complete Parts III A to D of the ESPD
- Legally sign the document
- Join the completed ESPD to the Tender

Tenderer is informed that a situation in which one or more "Yes" answers are ticked in the ESPD is considered to be a Mandatory Exclusion Grounds.

In the case of a Mandatory Exclusion Grounds, the Tenderer will in principle be rejected.

#### 5.1.2 Optional exclusion grounds

Tenderers must formally declare whether they are in one of the situations defined in articles 57(3) and (4) of the Directive.

To this end, Tenderers must:

- Complete Part III C of the ESPD
- Legally sign the document
- Join the completed ESPD to the Tender

By complying with article 57(6) of the Directive, the Economic Operator must demonstrate that sufficient measures have been taken to demonstrate its reliability despite the existence of a relevant ground for exclusion.

The existence of a relevant ground for exclusion, which is not a Mandatory Exclusion Grounds, is to be considered as Optional Exclusion Grounds.

Tenderer is informed that a situation in which such evidence is considered as sufficient, notwithstanding Optional Exclusion Grounds, the Tenderer concerned may not be rejected from the Procedure.

## 5.2 Non-Disclosure agreement

Tenderers are required to sign a non-Disclosure agreement (cf. section **10.2**) that binds their company or group.

When submitting a collective Tender, all Economic Operators of the group are required to sign the non-disclosure agreement.

In the case of subcontracting, the main Economic Operator will sign a non-disclosure agreement with each subcontractor.

The content of the non-disclosure agreement signed with UPC makes the main Economic Operator liable to the UPC for the non-compliance of its subcontractors with the confidentiality clauses.

## 5.3 Suitability to pursue the professional activity

Services may only be awarded to Economic Operators who, on the day on which the Contract Notice is published, comply with the legal conditions to execute, delivery or provision the Services which are the subject of the Contract.

The information and formalities necessary to assess compliance with this selection criterion are described in the article 58(2) of the Directive (part IV A of the ESPD).

## 5.4 Economic and financial standing

To prove its financial capacity, the Economic Operator must have achieved, and over the last 3 (three) years, an annual turnover of at least **EUR. 200,000**.

In the case of a collective tender or the use of subcontracting, only the turnover of the main contractor will be considered during the selection.

The information and formalities necessary to assess compliance with this selection criterion are described in the article 58(3) of the Directive (part IV B of the ESPD).

UPC reserves the right to invite Tenderers to complete or clarify the certificates and documents submitted.

Failure to comply with the provisions of this article will result in the UPC not processing the Tender.

## 5.5 Technical and professional ability

The information and formalities necessary to assess compliance with this selection criterion are described in the article 58(4) of the Directive (Part IV C of the ESPD) and with the following sub-sections.

### 5.5.1 Experience of the Tenderer

Tenderers must prove that at least 3 (three) contracts have been carried out over the last 5 (five) years in contexts similar of the present Contract.

The Tenderer, by completing the template in section **10.3**, must provide the following for all credentials:

- Contract name
- Client type and industry
- Description of the context and challenges
- Overall man/days (M/D, if applicable)
- Start date
- End date (if applicable)
- Overall budget

The Tenderer (if applicable, the main contractor and all the participants of a collective tender) must also communicate a presentation notice including the following:

- Companies involved in the group (if applicable)
- History of the group or the company
- Professional ability of the group / company including the associated service offerings
- Client and industry distribution
- Growth and development objectives
- People turnover over the last 3 years
- Compliance with Global standards for trusted good and services (ISO certifications)

Tenderers may indicate any additional information in the corresponding template (cf. section **10.3**), limiting as much as possible the disclosure of sensitive information, confidential information, personal data or information covered in any way whatsoever by an obligation of professional secrecy.

This request for information concerning the Tenderer's experience shall under no circumstances be interpreted as a request for disclosure of protected information in any way whatsoever for the benefit of UPC.

Tenderers are hereby informed that they remain liable for the consequences of any disclosure to UPC of information in breach of a legal, regulatory, or contractual obligation to which the Tenderer is bound.

### 5.5.2 Professional skills

It is at the convenience of the Tenderer to propose a single team responsible for the delivery of Services for all the Lots, or to propose 2 sub-teams: 1 team for Lot 1 and Lot 2.

Nonetheless, Tenderers must propose the following:

1. An Economic Operator's team responsible for the delivery of the Services (in terms of IT profiles) and in capacity to comply with the delivery of the requirements of the Solution (cf. section **10.4**)

In this respect, Tenderers must propose teams by completing the template provided by UPC (cf. section **10.4**) and join separately Curriculum Vitae in Europass format (<https://europass.europa.eu/fr/create-your-europass-cv>) of each person proposed by indicating:

- Number of years of experience and experience details
- Man-Days (MD) worked per experience
- Qualifications and certifications
- Roles in the missions, and wherever possible, profiles proposed by the Tenderer are involved / responsible for the delivery of Services presented in the corresponding Appendix (cf. section **10.3**)

In the Appendix (section **10.4**), the Tenderers must clearly:

- Indicate the % of labor foreseen within the team
- Indicate the profile types and the profile seniority (e.g., senior, junior, experienced, specialist, etc.) of the profiles of the team
- Define them (e.g., "a senior designer has minimum 5 years of experience", "a junior junior developer has between 1 to 3 years of experience, etc.).

2. The overall number of FTEs per profile type, based on the profile types defined in 1 above, available in the Tenderer's workforce

### 5.5.3 Language skills

Based on the criteria of the Common European Framework of Reference for Languages, the profiles proposed by Tenderers must be able to speak, write and read in English (level C1).

The Common European Framework of Reference for Languages is available at:  
<https://rm.coe.int/common-european-framework-of-reference-for-languages-learning-teaching/16809ea0d4>.

## 6 AWARD CRITERIA

### 6.1 Award criteria Lot 1 – Support services, maintenance, and developments of technical environments for UPC website

Without prejudice of selection criteria, as defined in chapter 5, UPC will evaluate Tenders based on the most economically advantageous offer, which is defined here with the following award criteria, in accordance with article 67 of the Directive (note max. = 100 pts):

Award criteria	Weighting
<b>Quality of the Solution</b> <ul style="list-style-type: none"><li>• Organization of the support (cf. sub-section <b>4.3.1.2.1</b>) and development approach (cf. sub-section <b>4.3.1.3</b>)</li><li>• Proposed approach for the takeover (cf. sub-section <b>4.3.1.1</b>) and handover (cf. sub-section <b>4.3.1.4</b>)</li><li>• Expertise of the team responsible for the delivery of Services (cf. sub-section <b>4.3.1</b>)</li></ul>	<b>10</b> <b>10</b> <b>20</b>
<b>Price / quality ratio</b> <ul style="list-style-type: none"><li>• Unit price (per M/D) of the team responsible for the delivery of Services</li></ul>	<b>60</b>
<b>Total</b>	<b>100</b>

#### 6.1.1 Quality of the Solution

##### **Organization of the support and development approach**

This criterion is scored out of a **maximum of 10 points**.

Tenderers are awarded points based on assessments made by UPC according to the following milestones:

- Excellent: 100%
- Satisfactory: 75%
- Sufficient: 50%
- Unsatisfactory: 25%
- Inadequate: 0%

When analyzed by multiple experts, the points awarded for the above criterion will be the average between experts' ratings.



### **Proposed approach for the takeover and handover**

This criterion is scored out of a **maximum of 10 points**.

Tenderers are awarded points based on assessments made by UPC according to the following milestones:

- Excellent: 100%
- Satisfactory: 75%
- Sufficient: 50%
- Unsatisfactory: 25%
- Inadequate: 0%

When analyzed by multiple experts, the points awarded for the above criterion will be the average between experts' ratings.

### **Expertise of the team responsible for the delivery of Services**

The team proposed by the Tenderer must be capable to deliver the Services as foreseen in the sub-section **4.3.1**.

The team will be evaluated based on the proposed organization for the delivery of Services and the quality of the proposed CVs.

This criterion is scored out of a **maximum of 20 points**.

Tenderers are awarded points based on assessments made by UPC according to the following milestones:

- Excellent: 100% (best team among all Tenderers)
- Satisfactory: 75%
- Sufficient: 50%
- Unsatisfactory: 25%
- Inadequate: 0%

When analyzed by multiple experts, the points awarded for the above criterion will be the average between experts' ratings.

#### 6.1.2 Price / quality ratio

##### **Unit price (per M/D) of the team responsible for the delivery of Services**

The price to propose is a **non-revisable unit price**, i.e., daily rate for a M/D of work.

This criterion is scored out of a **maximum of 60 points**.

Tenders with the lowest price will obtain the **maximum number of points (= 60 pts)**.

Tenderers who are not offering the lowest price will receive points **inversely proportional** to the Tenderer with the lowest price, using the following formula: **maximum number of points\*(Lowest price/Tender price)**.

## 6.2 Award criteria Lot 2 – Support services, maintenance, and developments of technical environments for PMAC website

Without prejudice of selection criteria, as defined in chapter 5, UPC will evaluate Tenders based on the most economically advantageous offer, which is defined here with the following award criteria, in accordance with article 67 of the Directive (note max. = 100 pts):

Award criteria	Weighting
<b>Quality of the Services</b> <ul style="list-style-type: none"> <li>• Organization of the support (cf. sub-section <b>4.3.2.1.1</b>) and development approach (cf. sub-section <b>4.3.2.2</b>)</li> <li>• Proposed approach for the handover (cf. sub-section <b>4.3.2.3</b>)</li> <li>• Expertise of the team responsible for the delivery of Services (cf. sub-section <b>4.3.1</b>)</li> </ul>	<b>10</b> <b>10</b> <b>20</b>
<b>Price / quality ratio</b> <ul style="list-style-type: none"> <li>• Unit price (per M/D) of the team responsible for the delivery of Services</li> </ul>	<b>60</b>
<b>Total</b>	<b>100</b>

### 6.2.1 Quality of the Services

#### **Organization of the support and development approach**

This criterion is scored out of a **maximum of 10 points**.

Tenderers are awarded points based on assessments made by UPC according to the following milestones:

- Excellent: 100%
- Satisfactory: 75%
- Sufficient: 50%
- Unsatisfactory: 25%
- Inadequate: 0%

When analyzed by multiple experts, the points awarded for the above criterion will be the average between experts' ratings.

### **Proposed approach for the handover**

This criterion is scored out of a **maximum of 10 points**.

Tenderers are awarded points based on assessments made by UPC according to the following milestones:

- Excellent: 100%
- Satisfactory: 75%
- Sufficient: 50%
- Unsatisfactory: 25%
- Inadequate: 0%

When analyzed by multiple experts, the points awarded for the above criterion will be the average between experts' ratings.

### **Expertise of the team responsible for the delivery of Services**

The team proposed by the Tenderer must be capable to deliver the Services as foreseen in the sub-section **4.3.2**.

The team will be evaluated based on the proposed organization for the delivery of Services and the quality of the proposed CVs.

This criterion is scored out of a **maximum of 20 points**.

Tenderers are awarded points based on assessments made by UPC according to the following milestones:

- Excellent: 100% (best team among all Tenderers)
- Satisfactory: 75%
- Sufficient: 50%
- Unsatisfactory: 25%
- Inadequate: 0%

When analyzed by multiple experts, the points awarded for the above criterion will be the average between experts' ratings.

#### 6.2.2 Price / quality ratio

##### **Unit price (per M/D) of the team responsible for the delivery of Services**

The price to propose is a **non-revisable unit price**, i.e., daily rate for a M/D of work.

This criterion is scored out of a **maximum of 60 points**.

Tenders with the lowest price will obtain the **maximum number of points (= 60 pts)**.

Tenderers who are not offering the lowest price will receive points **inversely proportional** to the Tenderer with the lowest price, using the following formula: **maximum number of points\*(Lowest price/Tender price)**.

## 7 CONDUCT OF THE PROCEDURE AND THE CONTRACT

### 7.1 Provisions of the Contract Notice

All the provisions of the Contract Notice are mainly based on the Directive, i.e., the Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC.

### 7.2 Publication on the UPC website

The Contract Notice and all Procurement Documents related to the Contract Notice published on the UPC website are authentic in the context of the Procedure relating to the Contract.

All the documents necessary for the eligibility of Tenderers with a view to carrying out the Procedure shall be communicated electronically using mailing address of contact persons (cf. sections **3.10** and **7.11** and chapter **8**).

### 7.3 Acceptance of Contract Notice specifications

By applying, the Tenderer acknowledges that it has gathered all the necessary information to participate to the Procedure, i.e., sufficient experience and expertise to appreciate the difficulties and particularities of the work, supplies, or services to be performed or delivered and consider them in drawing up its Tender.

Any amendment to the Contract Notice (excluding the indications in sub-section **7.3.1**) by the Tenderer shall be considered null and void.

#### 7.3.1 Indication of error, omission, ambiguity, or contradiction

Any error, omission, ambiguity, or contradiction in the Contract Notice must be notified to UPC without undue delay using mailing address of contact persons.

Any exploitation by a Tenderer of an error, omission, ambiguity, or contradiction, will render null and void any consequences of its Tender.

#### 7.3.2 Requests for information

Any request for information concerning the specifications in this Contract Notice must be made within the time limit set out in section **3.12**.

### 7.3.3 Responses to Tenderers

Any clarifications, corrections, or amendments provided in response to the specifications of the Contract Notice will be sent simultaneously to all Tenderers.

## 7.4 Content of the Tender

Tenders must contain all the documents described in the chapter **8**.

The Tender documents must be carefully:

- Produced, numbered, and filed in a single file
- All the fields to be completed in appendices (cf. chapter **10**)
- Filled in without deletions or overruns

The original Application form (cf. section **10.1**) must be signed by a person authorized to represent the Tenderer during the Procedure.

It is forbidden to modify or add additional information to the content of the Application form, and the documents attached to the Tender.

Any errors in the submission must be corrected on a separate document, signed by the Tenderer, and attached to the Tender. Any explanatory notes should also be presented on a separate document.

Any breach of the foregoing may result in the Tenderer's Tender not being processed by UPC.

## 7.5 Subcontracting

Tenderers may consider submitting a Tender by subcontracting part of the Services.

The exact market share that the Economic Operator agrees to subcontract will have to be indicated in the Tender to this Request for Proposal (cf. section **10.13**).

In the event of recourse to subcontracting, the submission of a collective Tender is prohibited.

In addition, a Tender communicated by a Tenderer in his own name, cannot be taken into consideration if the Tenderer is also a subcontractor for another company, or if he submits at the same time a Tender in temporary association with one or more Economic Operators.

The main Economic Operator, subcontracting part of the Services, assumes a complete responsibility towards UPC.

The tasks entrusted to subcontractors, as planned by the main Economic Operator, will have to be clearly identified in the Tender submitted by the main Economic Operator.

The main Economic Operator is required to identify and communicate to UPC the list of all the subcontractors involved to the delivery of the Services (cf. section **10.6**).

The list of subcontractors should contain (at least) the following:

- Subcontractor name and address
- Foreseen shares of the Services with the subcontractors
- Signature date of the contract with the subcontractor
- Signature of the main Economic Operator

During the execution of the Services, any change or addition of subcontracts will be subject to a prior written approval of UPC.

A copy of the letter of commitment between the main Economic Operator and the subcontractor may be requested by UPC.

The subcontractors are subject to the same contractual conditions (as per the Contract) as the main Economic Operator.

## 7.6 Groups and collective Tender

Groups of Economic Operators, including temporary associations, may participate to this Procedure.



These groups are not obliged to have a specific legal form to submit a collective Tender.

Each member of the group declares that it is jointly and severally liable for the performance of the obligations arising from this Contract and, where applicable, for the complete and correct performance of the Contract.

The members of the group must also indicate which Economic Operator is mandated as the main contractor (i.e., responsible for the general management of the group and will be the authorized representative of the group for contacts with UPC). Only the main contractor must sign the present Contract Notice.

When submitting a collective Tender, the group provides a joined commitment, dated, and signed, in which the Economic Operators appoint the main contractor (cf. section **10.6**).

In the case of a collective Tender, the group provides also in the Declaration of Joint Commitment (cf. section **10.7**) the following information:

- The proportion assumed in the performance of the Contract, and, where appropriate, in each of its elements by each of the Economic Operators
- The proportional contribution made by each Economic Operator in the performance of the Contract as a whole or in that of its various elements

All the Economic Operators in the group must comply with selection criteria (cf. chapter **5**) or their collective Tender will be inadmissible.

Documents required in the chapters **5** and **8** on the rules of non-exclusion, the confidentiality agreement, and the situation of the Economic Operators, must be submitted by the main contractor, including all members of the group, and the subcontractors.

As regards of economic and technical capacities, the documents required in the chapters **5** and **8** are only to be submitted for the Services, or forms concerning them.

The Contract will be signed only between UPC and the main contractor.

## 7.7 Variants

Variants for this Procedure are not accepted.

## 7.8 Lots

This Contract is divided in **2 (two) Lots awarded to a single Tenderer** (cf. section **3.2**).

## 7.9 Contract award

This Contract will be awarded based on award criteria as described in the chapter **6**.

The Parties acknowledge that the Fees to deliver the Services foreseen in the scope of this Contract have been established according to the technical, economic, and regulatory conditions effective at the date of the establishment of the Contract (all types of prices included).

## 7.10 Contract duration

The Contract will be awarded for a maximum **duration of 2 (two) years** starting at the date of signing the Contract with the Successful Tenderer. The Contract will terminate before 2 years have elapsed if the entire budget has been consumed. In the event of Contract termination after 2 years, the Economic Operator shall only be paid for the actual services delivered at the date of termination. The remaining difference between the actual costs incurred and the maximum budget stipulated in the Contract shall not be invoiced to UPC.

## 7.11 Submission of the Tender

The Tender must be submitted electronically using mailing address of contact persons. One single ZIP file containing all the procurement documents must be sent to the contact persons

Only Tenders submitted by the deadline will be considered (cf. section **3.12**).

When the Tenderer finds ambiguities, errors, or omissions in his Tender, it is required, on pain of inadmissibility, to report them to UPC (cf. sub-section **7.3.1**). Thus, the Tenderer can then submit an amended Tender.

When submitting several Tenders, only the most recent Tender will be considered. Other Tenders are destroyed at the end of the Procedure.

The Tenderer must therefore:

- Ensure that all the documents are included in each Tender
- Accept that only Tenders submitted within the set deadlines (including all documents requested in the Contract Notice) will be considered

The Tenderer is informed that Tenders in breach of the above and/or received after the indicated deadlines are not considered.

Electronic signature of Tenders is highly recommended in this Procedure.

To be considered valid, a submitted Tender must indicate prices in euros (EUR / €).

Any Tender submitted without using EUR as reference currency will be discarded and not evaluated.

## 7.12 Requests for information and questions

Tenderers must refer to the section **3.12**.

## 7.13 Review of Tenders

Each Tender is first evaluated based on the Mandatory Exclusion Grounds defined in the sub-section **5.1.1**.

Tenderers are informed that Tenders not complying with these Mandatory Exclusion Grounds are rejected.

For Tenders that are not excluded, the Contracting Authority checks the compliance of the Tender with:

- The optional exclusion grounds defined in the section **5.1.2**
- The remaining selection criteria (cf. chapter **5**)
- The required documentation (cf. chapter **8**)

## 7.14 European Single Procurement Document (ESPD)

The submission of a “European Single Procurement Document – (ESPD)” is mandatory in the present Procedure.

According to article 59 of the Directive, the ESPD: *“shall consist of a formal statement by the economic operator that the relevant ground for exclusion does not apply and/or that the relevant selection criterion is fulfilled and shall provide the relevant information as required by the Contracting Authority. The ESPD shall further identify the public authority or third party responsible for establishing the supporting documents and contain a formal statement to the effect that the economic operator will be able, upon request and without delay, to provide those supporting documents”*.

The ESPD also allows the Tenderer to contest that the ground for exclusion mentioned, if any, does not apply, or that the selection criterion concerned is completed.

In this respect, the Tenderer undertakes to provide the information required by UPC.

The ESPD shall be provided exclusively in electronic form and signed (cf. section **10.5**).

Before the Contract is awarded, UPC will require the Tenderer to provide supporting documents that have been the subject of an ESPD-type declaration.

In the case of a collective Tender, 1 ESPD per Economic Operator must be submitted.

In the case of subcontracting, 1 ESPD per subcontractor must be submitted.

## 7.15 Mandatory certificates

By applying, the Tenderer declares his compliance with the ESPD obligations, on a date that may not be or 3 months earlier than the day on which the Tender is submitted, or after the day on which the final tender is submitted, related to:

- The payment of social security contributions, taxes and duties
- The declaration of withholding tax on salaries and wages

For Tenderers established in the European Union, the European Commission's eCertis tool, available at the address <https://ec.europa.eu/tools/ecertis/> can be used to identify the certificates issued by the administrations of the countries of the European Union.

Tenderers not established in the European Union will have to produce the certificates as listed above but issued by the tax and social security authorities of their country of residence.

## 7.16 Tenders' validity period

Tenders submitted by the Tenderer will be valid for at least **5 (five) months** after the reception date of the Tender by UPC.

Any request for deletion before this period, for compelling reasons of protection, must be made in writing to UPC and approved by UPC.

## 7.17 Site visit

No site visit will be scheduled for this Procedure.

## 7.18 Execution of the Contract

### 7.18.1 Start of the Contract

The Tenderer undertakes to begin the delivery of the Services as per this Contract within 14 (fourteen) days after signature of the Contract, unless otherwise specified by UPC.

### 7.18.2 Additional contractual information

Without prejudice to any specific information that the Tender may provide, at any time during the execution of the Contract, UPC will invite the Tenderer to provide all operational information concerning, in particular:

- The IT security measures implemented within its structure, as well as the relevant certifications
- Organisational measures for data protection, confidentiality, and secrecy
- Technological security measures (encryption, firewall, antivirus) and relating to evolving obligations in terms of cybersecurity
- Internal policies and code of conduct relating to IT security

### 7.18.3 Languages

Any project documents, reports, manuals, or files produced by the Economic Operator's team responsible for the delivery of Services will be written in English (or in French if requested by UPC).

### 7.18.4 Acceptance of Services

Monthly reports based on expected Solutions (cf. sub-section **7.18.5**), and by completing delivery acceptance forms, will be produced by the Economic Operator's team responsible for the delivery of Services to monitor progress on the assignment.

### 7.18.5 Expected Solutions

During the execution of the Contract, the following documents and materials are expected to be provided by the Economic Operator to ensure a comprehensive and successful implementation of the Solution:

- Technical documentation up to date in order to reflect any changes in the system architecture, stack, or workflow
- Website user guide up to date in order to contain any relevant functional information about newly added features
- Accessible version history of documentation updates for reference
- Project backlog file up to date (issues and enhancements status, description, priority, estimation)

### 7.18.6 Invoice conditions and electronic means

Invoices are payable in accordance with government accounting laws and regulations.

Services are not subject to Luxembourg Value-Added Tax (VAT).

Each invoice must indicate the Contract reference (commitment number – activity code – UPC contact person, information to be communicated to the Economic Operator at the start of the mission) and must be accompanied by the acceptance form signed by UPC.

The Tenderer must also consider the following for the Procedure:

- Electronic ordering by UPC to the Economic Operator is applicable for this Procedure
- Electronic invoicing (as mentioned by the Directive 2014/55/EU of the European Parliament and of the Council of 16 April 2014 on electronic invoicing in public procurement, as *“invoice that has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing will be accepted”* is currently not applicable at UPC (although it might be changed and thus permitted throughout the duration of the Contract)
- Electronic payment (i.e., bank transfer) from UPC to the Economic Operator is applicable for this Procedure

Any increase of total price (due to an extension of the Contract) will not be higher than 50% of the value of the original Contract (according to the article 72(1) c) of the Directive).

#### 7.18.7 Viewing rights

To facilitate both the transfer of knowledge to UPC and quality control, UPC grants itself a right of inspection over all Solutions, methods, and practices used by the Economic Operator during the production of the results inherent to this Contract.

During the execution phase of the Contract, the Economic Operator grants UPC a right of inspection to enable it to monitor the quality and progress of the work.

#### 7.18.8 Contract termination

Contract termination contractual clauses are described in the UPC Terms and Conditions (cf. section **10.11**).

In the event of termination of the Contract by any Party, the clauses “Reversibility” of the UPC Terms and Conditions and the Special Terms and Conditions shall apply.

In any event, the Economic Operator undertakes to return all UPC's data and documents, including any copies and reproductions of data, and to securely delete all data originating from or belonging to the UPC from any data processing or storage system, and not to retain any document or information, whatever its nature or format, created or received during its performance.

In the event of termination of the Contract by any Party, whatever the reason for the termination, UPC can recover all the data contained in the Economic Operator's Solutions, under the best possible conditions on a durable and usable support.

UPC reserves the right to require a reversibility plan in the event of outsourcing of services or Solutions.

In application of the Contract the Economic Operator will ensure that UPC can continue to use the data, without interruption, either directly or with the assistance of another service provider. If necessary, the Economic Operator must bear the costs relating to a transition period, up to a maximum of 10 (ten) working days.

In the event of Contract termination, the Economic Operator shall only be paid for the actual services delivered at the date of termination. The remaining difference between the actual costs incurred and the maximum budget stipulated in the Contract shall not be invoiced to UPC.

#### 7.18.9 Litigations

All disputes arising from the Contract which cannot be settled amicably shall be submitted to the exclusive jurisdiction of the Courts and Tribunals of the competent court of Luxembourg.

The applicable law is Luxembourg law.

Any contractual clause of the Economic Operator which is unilateral and derogatory to the specifications of the present Contract is deemed null and void.



## 8 CONTENT OF THE TENDER

Tenderers must submit electronically a signed version of this Contract Notice, and all the appendices indicated below (in English) according to the chapter 7.

If applicable, files should be duly completed by respecting the templates provided by UPC (except for the documents marked with an asterisk (\*)).

Tenderers must respect the following naming convention when submitting the Tender: “**FA-IT-003-0125\_Websites-for-UPC-and-PMAC\_Tenderer name\_ID\_Document name**”.

Only one version of each document (valid for the 2 Lots) must be submitted by Tenderers.

ID	Document name	Appendix information	Section(s) to find information	Format (for the submission)	Signature of the Economic Operator
1	<i>Appendix 1 – Application form</i>	10.1	N/A	PDF	Yes
2	<i>Appendix 2 – Non-disclosure agreement</i>	10.2	N/A	PDF	Yes
3	<i>Appendix 3 – Experience of the Tenderer</i>	10.3	5.5.1	Excel	No
4	<i>Appendix 4 – Professional skills (CVs)</i>	10.4	5.5.2	Excel	No
5	<i>Appendix 5 – ESPD</i>	10.5	7.14	XML	Yes
6	<i>Appendix 6 – Statement on collective Tender or subcontracting</i>	10.6	7.5 7.6	PDF	Yes
7	<i>Appendix 7 – Declaration of Joint Commitment</i>	10.7	7.6	PDF	Yes
8*	<i>Appendix 8 – Presentation of the Tenderer</i>	10.8	5.5.1	PDF	No

<b>9*</b>	<b><i>Appendix 9 – Liability insurance certificates</i></b>	<b>10.9</b>	<b>N/A</b>	<b>PDF</b>	<b>No</b>
<b>10</b>	<b><i>Appendix 10 – Specific Terms and Conditions</i></b>	<b>10.10</b>	<b>N/A</b>	<b>PDF</b>	<b>Yes</b>
<b>11</b>	<b><i>Appendix 11 – UPC Terms and Conditions</i></b>	<b>10.11</b>	<b>N/A</b>	<b>PDF</b>	<b>Yes</b>
<b>12</b>	<b><i>Appendix 12 – Submission form</i></b>	<b>10.12</b>	<b>N/A</b>	<b>PDF</b>	<b>Yes</b>
<b>13*</b>	<b><i>Appendix 13 – Tender to this Request for Proposal</i></b>	<b>10.13</b>	<b>4.3</b>	<b>PDF</b>	<b>Yes</b>

## 9 SIGNATURES

### **UNIFIED PATENT COURT**

The President of the Court of Appeal,  
Klaus Grabinski

Signature:

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### **PATENT MEDIATION AND ARBITRATION CENTRE**

The Director of the PMAC,  
Ales Zalar

Signature:

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## 10 PROCUREMENT DOCUMENTS

### 10.1 Appendix 1 – Application form

Appendix 1 corresponds to the procurement document attached to this Contract Notice: “*FA-IT-003-0125-Websites-for-UPC-and-PMAC-Appendix 1-Application-form.docx*”.

Tenderers must provide the required information by completing the template (Word format) and sign the document.

### 10.2 Appendix 2 – Non-disclosure agreement

Appendix 2 corresponds to the procurement document attached to this Contract Notice: “*FA-IT-003-0125-Websites-for-UPC-and-PMAC-Appendix 2-Non-Disclosure-Agreement.docx*”.

Tenderers must provide the required information by completing the template (Word format) and sign the document.

### 10.3 Appendix 3 – Experience of the Tenderer

Appendix 3 corresponds to the procurement document attached to this Contract Notice: “*FA-IT-003-0125-Websites-for-UPC-and-PMAC-Appendix 3-Experience-of-the-Tenderer.xlsm*”.

Tenderers must provide references of similar contracts (cf. section **5.5.1**) by completing the template (Excel format).

### 10.4 Appendix 4 – Professional skills (CVs)

Appendix 4 corresponds to the procurement document attached to this Contract Notice: “*FA-IT-003-0125-Websites-for-UPC-and-PMAC-Appendix 4-Professional-skills.xlsm*”.

Tenderers must comply with the required criteria (cf. section **5.5.2**) by completing the template (Excel format), and communicate separately CVs (in Europass format) for the proposed profiles.

## 10.5 Appendix 5 – ESPD

Appendix 5 corresponds to the procurement document attached to this Contract Notice: “*FA-IT-003-0125-Websites-for-UPC-and-PMAC-Appendix 5-ESPD.xml*”.

Tenderers must comply with the required criteria (cf. sections **5.1**, **5.3**, **5.4**, and **7.14**), upload the template to <https://espd.publicprocurement.be/>, and communicate to UPC a completed and signed version of the document.

## 10.6 Appendix 6 – Statement on collective Tender or subcontracting

Appendix 6 corresponds to the procurement document attached to this Contract Notice: “*FA-IT-003-0125-Websites-for-UPC-and-PMAC-Appendix 6-Statement-on-collective-Tender-or-subcontracting.docx*”.

Tenderers must provide the required information when submitting a Tender as a unique Economic Operator, as a group of Economic Operators, or when making use of subcontracting (cf. sections **7.5** and **7.6**), and sign the document.

## 10.7 Appendix 7 – Declaration of Joint Commitment

Appendix 7 corresponds to the procurement document attached to this Contract Notice: “*FA-IT-003-0125-Websites-for-UPC-and-PMAC-Appendix 7-Declaration-of-Joint-Commitment.docx*”.

Tenderers must provide the required information (in case of submitting a collective Tender, cf. section **7.6**) by completing the template (Word format), and sign the document.

## 10.8 Appendix 8 – Presentation of the Tenderer

Appendix 8 must be provided by the Tenderer in respect of the conditions described in the sub-section **5.5.1**.

No template is provided by UPC for this Appendix.

Appendix 8 can be provided by the Tenderer in the form of a slide-type presentation.

## 10.9 Appendix 9 – Liability insurance certificates

Appendix 9 must be provided by the Tenderer in respect of the conditions described in the chapter 7.

No template is provided by UPC for this Appendix.

## 10.10 Appendix 10 – Specific Terms and Conditions

Appendix 10 corresponds to the procurement document attached to this Contract Notice: *“FA-IT-003-0125-Websites-for-UPC-and-PMAC-Appendix 10-Specific-Terms-and-Conditions.pdf”*.

Tenderers must acknowledge the Specific Terms and Conditions of the Procedure when submitting a Tender and sign the document.

The Specific Terms and Conditions are applicable for the 2 Lots.

## 10.11 Appendix 11 – UPC Terms and Conditions

Appendix 11 corresponds to the procurement document attached to this Contract Notice: *“FA-IT-003-0125-Websites-for-UPC-and-PMAC-Appendix 11-UPC-Terms-and-Conditions.pdf”*.

Tenderers must consider the Specific Terms and Conditions of the Procedure when submitting a Tender and sign the document.

The UPC Terms and Conditions are applicable for the 2 Lots.

## 10.12 Appendix 12 – Submission form

Appendix 12 corresponds to the procurement document attached to this Contract Notice: *“FA-IT-003-0125-Websites-for-UPC-and-PMAC-Appendix 12-Submission-form.docx”*.

Tenderers must fill in the document with indication of prices as requested in the sections and **6.2.2**, and sign the document.

Tenderers must provide the required information with indication of prices as requested in the sections (cf. sub-sections **6.1.2**, and **6.2.2**). by completing the template (Word format), and sign the document.

## 10.13 Appendix 13 – Tender to this Request for Proposal

Appendix 13 must be provided by the Tenderer in response to this Request for Proposal.

No template is provided by UPC for this Appendix.

The Tender must comply with all the requirements of the Procedure as described in the present Contract Notice and its appendices.

The Tenderer must carefully produce the Tender to this Request for Proposal, respect the naming convention (cf. chapter **8**), and sign the document.

Tenders are expected to indicate (at least) for the 2 Lots the following:

### **Lot 1 - Support services, maintenance, and developments of technical environments for UPC website**

- Approach and plan for the takeover phase
- Description of the support services, maintenance, and developments of technical environments
- Methodology for potential enhancement and developments
- Approach and plan for the handover phase

### **Lot 2 - Support services, maintenance, and developments of technical environments for PMAC website**

- Description of the support services, maintenance, and developments of technical environments
- Methodology for the setup and developments
- Approach and plan for the handover phase

## 11 PROCESSING OF PERSONAL DATA BY THE ECONOMIC OPERATOR

The purpose of these clauses is to define the conditions under which the Economic Operator undertakes to carry out the personal data processing operations defined below on behalf of UPC.

The Parties agree to exchange, on request, all documentation relating to the processing of personal data, necessary to comply with the GDPR, which they process as data controllers. In this respect, the Economic Operator is hereby informed that the UPC protects the right of individuals to privacy regarding the processing of personal data and that its commitments are available on its website at the following address:

- [https://www.unified-patent-court.org/sites/default/files/upc\\_documents/upc\\_gdpr\\_guidelines\\_10022023-presidium.pdf](https://www.unified-patent-court.org/sites/default/files/upc_documents/upc_gdpr_guidelines_10022023-presidium.pdf)  
(English version)
- <https://www.unified-patent-court.org/en/court/legal-documents/200>  
(Other languages)

### 11.1 Description of processing activity

The Economic Operator is authorised to process on behalf of UPC the personal data necessary to carry out an audit as described in the Contract.

The purpose of the processing is to carry out an audit on behalf of UPC to monitor and verify the legal, regulatory, and contractual compliance of UPC's co-contractor.

The nature of the operations carried out on the data is:

- Identification
- Analysis
- Classification
- Mapping
- Storage
- Deletion

The Economic Operator will process the following data:



- UPC employees and staff, applicants, UPC service providers, advisors
- Users of UPC services, in particular persons who come into contact with UPC concerning patents, the website or other UPC service, lawyers, patent attorneys, legal assistants and claimants, authorities, linguistic mediators experts, witnesses, staff (including honorary judges, trainees and interns) and any other person involved in legal proceedings, to the extent necessary for the purposes of the respective the respective legal proceedings, including the management of costs, the administration of the proceedings, performance of the service and technical control, and the handling of submissions, requests for information and complaints

These personal data are as follows:

- Identification data as, first name, family name, extension number, mobile phone, postal and email address (personal), age, gender, date of birth, nationality, country of residence
- Financial data as Bank details (IBAN, bank name)
- Personal characteristics and Physical data as physical descriptions, images and distinctive signs
- Life habits as consumer behavior, work habits
- Family data as marital status, children
- Studies and formation as diplomas, universities, schools
- Professional data Job title, past experiences, company name, place of work, working hours
- National registry numbers as national ID number, patent number, case number
- Image recording as, identity photos, photographs
- Sound recording as speaking and singing voices
- Other categories of data as any data that must be disclosed in the course of patent litigation, for the protection of the rights of defence before the Courts, cookies

## 11.2 Obligations of the Economic Operator

The Economic Operator undertakes to:

- Process the data solely for the sole purpose(s) which is/are the subject of the Contract
- Process the data in accordance with UPC's instructions
- Process the data only for the time necessary, which may not exceed the duration of the Contract
- Guarantee the confidentiality of the personal data processed under the Contract
- Ensure that the persons authorised to process personal data under the Contract
  - Undertake to respect confidentiality or are subject to an appropriate legal or contractual obligation of confidentiality
  - Receive the necessary training in the protection of personal data
  - Take into account, with regard to its tools, products, applications or services, the principles of data protection by design and data protection by default

If the Economic Operator considers that an instruction constitutes a violation of the European Data Protection Regulation or of any other provision of Union law or of the law of the Member States relating to data protection, it shall immediately inform UPC. In addition, if the Economic Operator is obliged to transfer data to a third country or to an international organisation under Union law or the law of the Member State to which it is subject, it must inform the UPC of this legal obligation prior to processing, unless the law concerned prohibits such information on important grounds of public interest.

### 11.3 Subcontracting

UPC informs the Economic Operator that processing of personal data by processors are conducted in respect of the article 28 and article 29 of the GDPR.

### 11.4 Location of servers

The Economic Operator is hereby informed that UPC wishes its data to be constantly and permanently located within the European Union or the European Economic Area.

To this end, the Economic Operator undertakes to confirm to UPC the location of its data when the Contract comes into force and throughout its duration.

### 11.5 Data subjects' right to information

If the Economic Operator collects data directly from the data subjects on behalf of the UPC, it must provide the data subjects with information on the data processing operations it carries out. The wording and format of the information will be provided by the UPC prior to data collection.

## 11.6 Exercising the rights of data subjects

Insofar as possible, the Economic Operator must assist the controller in fulfilling its obligation to comply with requests to exercise the rights of data subjects: right of access, rectification, erasure and objection, right to restrict processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

The Economic Operator must respond to requests by UPC in a timely manner, to allow UPC to answer data subject requests within the time set out in the European Data Protection Regulation.

## 11.7 Notification of personal data breaches

The Economic Operator shall notify UPC, as soon as possible and in any event within a maximum of 36 (thirty-six) hours of any personal data breach in a timely manner of becoming aware of it and by the following means e-mail to the address - [dpo@unifiedpatentcourt.org](mailto:dpo@unifiedpatentcourt.org).

This notification shall be accompanied by any useful documentation to enable UPC, if necessary, to notify the breach to the competent supervisory authority.

## 11.8 Destruction of data

On completion of the services relating to the processing of this data, the Economic Operator to destroy all personal data processed on behalf of the UPC relating to this Contract. To this end, the Economic Operator signs and communicates to UPC the data destruction report appended to the Contract.