

**THE DIRECTORATE-GENERAL FOR EUROPEAN  
PARLIAMENTARY RESEARCH SERVICES**

**DIRECTORATE FOR THE LIBRARY AND KNOWLEDGE  
SERVICES**

**SPECIFICATIONS**

**INVITATION TO TENDER**

**Open Procedure**

**Press Aggregator Database**

**EPRS/LIBS/SER/21/013**

## 1. INTRODUCTION

These specifications are an integral part of the documents drawn up for the invitation to tender for the contract referred to. The documents relating to the invitation to tender comprise:

- the contract notice;
- a letter of invitation to tender;
- conditions for submitting a tender ;
- specifications and the annexes thereto;
- and a model contract and the annexes thereto.

These specifications are supplemented by the following annexes, which are an integral part thereof:

Annex I: Technical specifications

Annex II: The European Parliament's environmental policy

Annex III: Declaration on the tenderer's honour concerning the exclusion and the selection criteria

Annex IV: Financial identification form - supplier

Annex V: Information sheet concerning groups of economic operators

Annex VI: Declaration concerning subcontractors

Annex VII: Financial data sheet

Annex VIII: Identification of the tenderer and financial bid

Annex IX: Table - Press Aggregator Coverage

Annex X: Table - Technical Features & Services

## **PART I – GENERAL INFORMATION**

### **2. SUBJECT OF THE CONTRACT**

In accordance with the provisions of Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the European Union, the European Parliament has decided to issue this invitation to tender for a subscription to a Press Aggregator database for the internal use of the European Parliament.

### **3. DESCRIPTION, PURPOSE AND ESTIMATED VALUE OF THE CONTRACT**

The specifications concern a subscription to a Press Aggregator database for the internal usage of the European Parliament (Members of the European Parliament, their staff, and staff of the Institution). In the framework of administrative agreements on cooperation between the European Parliament, on the one hand, and the Committee of the Regions and the Economic and Social Committee on the other hand, the European Parliament intends to provide two accesses (two user ID) per committee. The European Parliament will remain the sole contracting party for the order, user management and payment. For the interpretation of the rights and obligations referred to in this document, the two users in the Committee of the Regions and the two users Economic and Social Committee are considered European Parliament users.

Press aggregator should aggregate, index, and exploit the content of world-wide information sources, like: printed newspapers and magazines, continuously updated newswires, industry publications, company reports, radio and television transcripts and other important and reliable online news and press sources.

The interface of the Database shall be provided in, at least, English and French.

Tenderers are requested to provide two training sessions per month in the Library premises in Brussels or online, at least in English and French. Tenderers should provide the Library with monthly statistics on the use of the database by the European Parliament.

Access to the database should be provided both via IP recognition (refer to point 3 below for the current European Parliament IP range) and via log-in and password.

The duration of the contract is one year. The contract shall be renewed tacitly on an annual basis, but its duration may not exceed four years from the date of its entry into force. Performance of the contract shall not begin until the contract is signed. Any renewal of the contract shall take place in accordance with the terms laid down in the contract.

The maximum annual value of the contract is EUR 375.000,00.

The total maximum value of the contract is EUR 1.500.000,00 for a total maximum duration of four years.

## DETAILS OF THE SERVICE TO BE PROVIDED

1. The Contractor shall provide access to the database, together with a Helpdesk service in English and training (two monthly training sessions), hereinafter referred to as '*the Service*', for the internal use of the European Parliament.
2. The Contractor grants the European Parliament the non-exclusive and non-transferable right to use the Service by providing access to the material contained therein to its Members and staff, hereinafter referred to as the '*Permitted Users*'.
3. The Service shall be delivered to the European Parliament by granting access to the Contractor's platform and/or related websites and/or databases.

Until further notice, the European Parliament's external IP addresses are:

136.173.162.129	136.173.62.129
136.173.162.130	136.173.62.130
136.173.162.144	136.173.62.144
136.173.162.145	136.173.62.145

Until further notice, the email domains are:

@europarl.europa.eu	@natparl.ep.europa.eu
@ep.europa.eu	@cosacsecr.ep.europa.eu
@ext.ep.europa.eu	@ipex.ep.europa.eu
@ext.europarl.europa.eu	@ombudsman.europa.eu
@edps.europa.eu	@eesc.europa.eu
@cor.europa.eu	

The parties may agree on more detailed arrangements to allow:

- the Permitted Users to conduct a search of the material using tools chosen by the European Parliament and
- any access reasonably required to facilitate such access.

4. The Permitted Users may:

- review, download and print selected material for their own use or the use of other Permitted Users,
- distribute selected material to other Permitted Users by e-mail or other electronic means for their own use,
- include use and quote extracts of material from the Service in reports.

Users performing those actions are to be considered active users. The number of active users will always be inferior to the number of permitted users.

5. The European Parliament undertakes not to alter the facts, contents or essence of the material as transmitted by the Contractor.
6. The contents and design of the Service, and all materials and information distributed in conjunction with this contract, including documentation, are the copyright of the Contractor (which for these purposes may include its suppliers). Whenever material from the Service is displayed on Parliament's intranet or quoted in its documents, the European Parliament shall include a copyright notice in favour of the Contractor.

7. The European Parliament shall not disseminate or distribute any material from the Service to any third party in any form except for incidental samples used for illustrative or demonstration purposes, unless required by law.
8. Outgoing e-mail communications sent from the Service shall not have an e-mail address ending with 'europa.eu' in any of the fields 'FROM', 'RETURN-PATH' or 'REPLY-TO'.
9. The Contractor shall react swiftly in case of service failure: the longest permitted reaction time shall be four hours on Mondays to Fridays between 8 a.m. and 7 p.m. (Brussels time). In case of non-compliance, Article I.10 of the contract shall apply.

Technical problems may be reported as follows:

To the Contractor by

e-mail ...

telephone ...

To the European Parliament by

e-mail: [EPRS-LSATeam@europarl.europa.eu](mailto:EPRS-LSATeam@europarl.europa.eu)

telephone: +32 2 284 8200

10. The assignments carried out by the Contractor in performance of this contract shall be subject to monthly reports about the usage of the Service.
11. The Contractor is requested to provide at least two training sessions per month in the Library premises in Brussels or online.

## **PARTICIPATION IN THE TENDER PROCEDURE**

Participation in this invitation to tender procedure is open on the same terms to all natural or legal persons and public entities in a European Union Member State and to all natural and legal persons and public entities of a third country which has concluded a specific public-procurement agreement with the European Union giving them access to the contract which is the subject of this invitation to tender and on the terms laid down by that agreement.

The contract is also open to nationals of the states which have ratified the Plurilateral Agreement on Government Procurement within the World Trade Organisation, on the terms laid down by that agreement.

If a potential tenderer is not eligible pursuant to the aforementioned agreements, he may exceptionally be permitted by the European Parliament to participate in the tender procedure on an ad hoc basis, without this creating any precedent or obligation for the future. Although the tender documents may be sent on request to a tenderer who does not come under these agreements, this does not presuppose that tenders submitted will subsequently be accepted by the European Parliament.

In order to ascertain the eligibility of tenderers, they must indicate in their tenders the country in which they have their registered office or in which they are domiciled. They must also submit the evidence required under their national law or other, equivalent proof enabling the European Parliament to check where they come from.

#### **4. GROUPS OF ECONOMIC OPERATORS**

If the tender is submitted by a group of economic operators, Annex V must be completed and included with it.

Groups of economic operators may submit a tender. The European Parliament reserves the right to require the group selected to have a given legal form if this is necessary for the proper performance of the contract. This requirement may be communicated by the European Parliament at any time during the contract award procedure, but at all events before the contract is signed.

The group of economic operators shall provide proof of its legal form by the time the contract - if awarded to it - is signed. This may take one of the following forms:

- an entity with legal personality recognised by a Member State;
- an entity without legal personality but offering sufficient protection of the European Parliament's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary partnership);
- the signature by all the partners of a type of 'power of attorney' or equivalent document confirming a form of cooperation.

The group's actual status shall be established by any document or agreement signed by the members of the group, which shall be appended to the tender.

Those documents or agreements may exceptionally be modified and/or submitted after the time limit for submission of a tender, but under no circumstances after the outcome of the invitation to tender has been communicated to the tenderers concerned. The European Parliament reserves the right to reject a tender if the terms of agreements between the members of a group are modified during the procedure, if those terms make no provision for the joint and several liability of the group's members or if no agreement with legal force has been submitted with the tender.

The European Parliament may accept other legal forms not referred to above, provided that they ensure the parties' joint and several liability and are compatible with performance of the contract. At all events, it should be noted that, in the contract to be signed with the group, the European Parliament will refer expressly to the existence of such joint and several liability. In addition, it reserves the right to require, contractually, the appointment of an authorised representative who may represent the members and who is empowered, inter alia, to issue invoices on behalf of the other members.

Tenders from groups of economic operators must specify the role, qualifications and experience of each of the members of the group. The tender shall be submitted jointly by the economic operators, who shall also assume joint and several liability for the tender submission.

In the case of a group of economic operators, each member shall furnish proof of right of access to the contract (eligibility), as well as proof concerning compliance with the exclusion and selection criteria. With regard to the selection criteria, the European Parliament may rely on the capacity of the other members of the group in order to establish whether the tenderer will have the resources needed to perform the contract. In this case an undertaking shall be required from those members stating that they will make available to the other members the resources needed to perform the contract.

## **5. COUNTRY OF THE TENDERER**

The tenderers must indicate in which country are they established and to present the supporting evidence normally acceptable under the law of that country.

## **6. SUBCONTRACTING**

Subcontracting is permitted.

If the tenderer uses subcontractors, Annex VI must be completed and included with the tender.

The tender shall give details, as far as possible, of that part of the contract which the tenderer proposes to subcontract and the identity of the subcontractors. During the contract award procedure or performance of the contract the European Parliament reserves the right to require tenderers to supply information about the financial, economic, technical and professional capacity of the proposed subcontractor(s). Likewise, the European Parliament may demand the requisite proof to establish whether the subcontractors comply with the requisite exclusion criteria. Tenderers are hereby informed that proposed subcontractors may not be in one of the situations described in Articles 136 to 141 of the Financial Regulation, which entail exclusion from participation in a contract issued by the European Union.

The European Parliament shall verify whether the envisaged subcontractors, when subcontracting represents a significant part of the contract, fulfil the relevant selection criteria.

The European Parliament is entitled to reject any subcontractor who does not comply with the exclusion and/or selection criteria (see points 14. and 15. respectively).

Furthermore, the European Parliament must be informed by the Contractor of any subsequent use of subcontracting not provided for in the tender. The authorising officer responsible reserves the right to accept or reject the proposed subcontractor. In order to do so he may demand the requisite proof to establish whether the subcontractor(s) complies/comply with the requisite criteria. The European Parliament's authorisation will always be granted in writing.

If the contract is awarded to a tenderer who proposes a subcontractor in his tender, this equates to giving consent for the subcontracting.

## **7. VARIANTS**

Variants are not permitted.

## **8. PRICES**

Prices shall be firm and not open to revision.

Pursuant to Article 3 of the Protocol on the privileges and immunities of the European Union, the price quotation shall be submitted excluding VAT and other equivalent indirect taxes.

The price quoted must be all-inclusive and expressed in euros, including for countries which are not part of the euro zone. For tenderers in those countries, the amount of the tender may not be revised in line with exchange rate movements. It is for the tenderer to select an exchange rate and accept the risks or the benefits deriving from any variation.

## **9. FINANCIAL GUARANTEES**

Not applicable

## **10. ENVIRONMENTAL ASPECTS**

### The European Parliament's environmental policy

Tenderers shall undertake to comply with the environmental legislation in force in the field of the contract, should it be awarded to them. It should be noted in this connection that the European Parliament applies the EMAS environmental management system in accordance with Regulation (EC) No 1221/2009 of the European Parliament and of the Council of 25 November 2009. Information about EMAS is provided by the authorising department in Annex II to these specifications. The successful tenderer will be required to ensure that the information provided by the European Parliament on the EMAS programme in general, and more specifically on the implementation of environmental measures in practice, is known by all his staff working for the European Parliament. At the European Parliament's request the successful tenderer may be required to certify that anyone assigned to work under the contract has received the appropriate professional training required (technical, safety and environmental training) concerning compliance with safety rules and correct handling of the equipment and products to be used, including action to be taken in the event of incorrect handling or any other incidents.

## **11. POLICY ON THE PROMOTION OF EQUAL OPPORTUNITIES**

Tenderers shall undertake to observe a policy on the promotion of equality and diversity in the performance of the contract, should it be awarded to them, by applying the principles of non-discrimination and equality set out in the Community Treaties in full and in their entirety. More particularly, the tenderer awarded the contract shall undertake to establish, maintain and promote an open and inclusive working environment which respects human dignity and the principles of equal opportunities, based on three main elements:

- equality between men and women;
- employment and integration of disabled persons;
- the removal of all obstacles to recruitment and all potential discrimination based on sex, race or ethnic origin, religion or convictions, disability, age or sexual orientation.

## **12. PERFORMANCE OF FRAMEWORK CONTRACTS**

Not applicable

## **PART II – EXCLUSION, SELECTION AND AWARD CRITERIA**

### **13. EXCLUSION CRITERIA**

The full texts of Articles 136 to 141 FR on exclusion criteria and their application are available in the Official Journal of the European Union, N° L-193 published on 30 July 2018, pages 1-222.

Article 136 of the Financial Regulation (extracts): only paragraphs 1, 4, 6 and 7 are reproduced hereafter.

1. The authorising officer responsible shall exclude a person or entity referred to in Article 135 (2) from participating in award procedures governed by this Regulation or from being selected for implementing Union funds where that person or entity is in one or more of the following exclusion situations:

a) the person or entity is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure provided for under Union or national law;

b) it has been established by a final judgment or a final administrative decision that the person or entity is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;

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

i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the implementation of the legal commitment;

ii) entering into agreement with other person or entities with the aim of distorting competition;

iii) violating intellectual property rights;

iv) attempting to influence the decision-making of the authorising officer responsible during the award procedure;

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

d) it has been established by a final judgment that the person or entity is guilty of any of the following:

- i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 of the European Parliament and of the Council and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;
- ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;
- iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;
- iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;
- v) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
- vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- e) the person or entity has shown significant deficiencies in complying with main obligations in the implementation of a legal commitment financed by the budget, which has
  - (i) led to the early termination of a legal commitment;
  - (ii) led to the application of liquidated damages or other contractual penalties, or
  - (iii) been discovered by an authorising officer, OLAF or the Court of Auditors following checks, audits or investigations;
- f) it has been established by a final judgment or final administrative decision that the person or entity has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;
- g) it has been established by a final judgement or final administrative decision that the person or entity has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;
- h) it has been established by a final judgement or final administrative decision that an entity has been created with the intent referred to in point (g).

(.....)

4. The authorising officer responsible shall exclude a person or entity referred to in Article 135(2), where:

- (a) a natural or legal person who is a member of the administrative, management or supervisory body of the person or entity referred to in Article 135(2), or who has powers of representation, decision or control with regard to that person or entity, is in one or more of the situations referred to in points (c) to (h) of paragraph 1 of this Article.

(b) a natural or legal person that assumes unlimited liability for the debts of the person or entity referred to in Article 135(2) is in one or more of the situations referred to in point (a) or (b) of paragraph 1 of this Article.

(.....)

6. The authorising officer responsible, having regard, where applicable, to the recommendation of the panel referred to in Article 143, shall not exclude a person or entity referred to in Article 135(2) from participating in an award procedure or from being selected for implementing Union funds where:

a) the person or entity has taken remedial measures as specified in paragraph 7 of this Article, to an extent that is sufficient to demonstrate its reliability. This point shall not apply in the case referred to in point (d) of paragraph 1 of this Article;

b) it is indispensable to ensure the continuity of service, for a limited duration and pending the adoption of remedial measures specified in paragraph 7 of this Article ;

c) such an exclusion would be disproportionate on the basis of the criteria referred to in paragraph 3 of this Article.

In addition, point (a) of paragraph 1 of this Article shall not apply in the case of the purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities or the liquidators in an insolvency procedure, an arrangement with creditors, or a similar procedure under Union or national law.

In the cases of non-exclusion referred to in the first and second subparagraphs of this paragraph, the authorising officer responsible shall specify the reasons for not excluding the person or entity referred to in Article 135(2) and inform the panel referred to in Article 143 of those reasons.

7. The remedial measures referred to in point (a) of the first subparagraph of paragraph 6, shall include, in particular:

a) measures to identify the origin of the situations giving rise to exclusion and concrete technical, organisational and personnel measures within the relevant business or activity area of the person or entity referred to in Article 135(2), appropriate to correct the conduct and prevent its further occurrence;

b) proof that the person or entity referred to in Article 135(2) has undertaken measures to compensate or redress the damage or harm caused to the financial interests of the Union by the underlying facts giving rise to the exclusion situation;

c) proof that the person or entity referred to in Article 135(2) has paid or secured the payment of any fine imposed by the competent authority or of any taxes or social security contributions referred to in point (b) of paragraph 1 of this Article.

The candidate/tenderer is invited to complete the Annex III where the exclusion criteria are mentioned.

Article 141 of the Financial Regulation (extracts): only paragraph 1 of Article 141 has been reproduced.

## **Rejection from an award procedure**

The authorising officer responsible shall reject from an award procedure a participant who:

- (a) is in an exclusion situation established in accordance with Article 136;
- (b) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- (c) was previously involved in the preparation of documents used in the award procedure where this entails a breach of the principle of equality of treatment, including distortion of competition, that cannot be remedied otherwise.

The authorising officer responsible shall communicate to the other participants in the award procedure the relevant information exchanged in the context of or resulting from the involvement of the participant in the preparation of the award procedure as referred to in point (c) of the first subparagraph. Prior to any such rejection the participant shall be given the opportunity to prove that its involvement in preparing the award procedure does not breach the principle of equality of treatment.

## **Evaluation of the exclusion criteria**

1. All tenderers must submit the declaration on the tenderer's honour, duly dated and signed, which is set out in Annex III.
2. In the case of a consortium of economic operators, the declaration on honour shall be provided by all the members of the consortium.
3. The tenderer to whom the contract is to be awarded will be required, within 10 calendar days of the date of notification of the provisional award of the contract and before the contract is signed, to supply the following documentary evidence:
  - (a) appropriate evidence that it is not in one of the exclusion situations referred to in Article 136(1);
  - (b) information on natural or legal persons that are members of the administrative, management or supervisory body of the participant or that have powers of representation, decision or control with regard to that participant, including persons and entities within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in points (c) to (f) of Article 136(1).
  - (c) appropriate evidence that natural or legal persons that assume unlimited liability for the debts of that participant are not in an exclusion situation referred to in point (a) or (b) of Article 136(1).
4. The tenderer to whom the contract is to be awarded shall be exempt from the requirement to submit the documentary evidence referred to in paragraph 2 in case of international organisations acting as tenderer, if the contracting authority can access documentary evidence on a national database free of charge or if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and they are still valid. In such cases, the tenderer shall attest on his honour that the supporting documents have already been provided in a previous procurement procedure, which he shall identify, and that no changes in its situation have occurred.

## 14. SELECTION CRITERIA

### 14.1. Legal and regulatory capacity

The tenderer is required to fulfil at least one of the following conditions:

- (a) be enrolled in a relevant professional or trade register, except for international organisations;
- (b) for service contracts, hold a particular authorisation proving that it is authorised to perform the contract in its country of establishment or be a member of a specific professional organisation.

In the case of groups of economic operators, each member will furnish proof of authorisation to perform the contract.

### 14.2. Financial and economic capacity

Tenderers shall have sufficient economic and financial resources to enable them to perform the contract in compliance with the contractual provisions, given the value and scope thereof. If, on the basis of the information supplied by the tenderer, the European Parliament has doubts about a tenderer's financial resources, or if these are insufficient for performance of the contract, the tender may be rejected without the tenderer being entitled to claim any financial compensation.

In respect of the contract which is the subject of this invitation to tender, the European Parliament furthermore requires tenderers to have a minimum financial and economic capacity, which will be assessed on the basis of the following information:

- **overall minimum annual turnover of EUR 750.000,00 in the last three financial years.**
- **information on the annual accounts.**

Financial and economic capacity will be assessed on the basis of the information included in the following documents, to be supplied by tenderers:

- (a) financial statements (balance sheets, profit and loss accounts and any other related financial information) or their extracts for a period equal or less than the last three years for which accounts have been closed;
- (b) a statement of overall turnover during a period which may be no more than the last three financial years available.

If the tenderer is unable to provide the references requested, he may prove his economic and financial capacity by any other document which the European Parliament considers appropriate.

The tenderer may also rely on the capacity of other entities, irrespective of the legal nature of the links between him and those entities. In that case, he must prove to the European Parliament that he will have the resources needed to perform the contract, for instance by providing an assurance of the undertaking by those entities to make them available to him. In that case the European Parliament is entitled to refuse the application or the tender submitted if it has doubts about the undertaking by the third party or about that party's financial capacity. Parliament may require the tenderer and those other entities to be jointly liable for performance of the contract.

On the same basis, a consortium of economic operators may rely on the capacity of members of the group or of other entities.

Tenderers may also rely on the economic capacities of one or more subcontractors in so far as they undertake to take part in the process of performing the contract. In such instances, the European Parliament will assess the capacities of the subcontractor(s) in the light of the extent to which the latter is/are involved in performing the contract.

### **14.3. Technical and professional capacity**

Tenderers must have sufficient technical and professional capacity to enable them to perform the contract in compliance with the contractual provisions, taking into account its value and scale. If, in the light of the information supplied by the tenderer, the European Parliament has doubts about a tenderer's technical and professional capacity, or if it is clearly insufficient for performance of the contract, the tender may be rejected without the tenderer being able to claim any financial compensation.

In respect of the contract which is the subject of this invitation to tender the European Parliament requires tenderers to have the following technical and professional capacity:

- a) at least five years' experience in services similar to those required by the contract concerned;
- b) The tenderer has been providing similar services continuously to five different organisations, private or public, for the last four years;
- c) the technical means to deliver the services described in these specifications to the European Parliament

The technical and professional capacity of economic operators will be substantiated by one or more of the following documents:

- a) a list of the principal services provided and supplies delivered in the past three years, with the dates and clients, public or private accompanied upon request by statements issued by the clients;
- b) a list and details of at least five current customers, public or private, to whom the tenderer has been supplying a comparable service continuously;
- c) a description of the technical equipment and the measures employed to ensure the services.

The tenderer or candidate may also rely on the capacity of other entities, irrespective of the legal nature of the links between himself and those entities. In that case, he must prove to the European Parliament that he will have the resources needed to perform the contract, for instance by providing a commitment by those entities to that effect. In that case the European Parliament is entitled to refuse the application or the tender submitted if it has doubts about the undertaking by the third party or about that party's professional and/or technical capacity.

On the same basis, a consortium of economic operators may rely on the capacity of members of the group or of other entities.

At all events, tenderers may always rely on the technical and professional capacities of one or more subcontractors in so far as they undertake to take part in the process of performing the contract. In such instances, the European Parliament will assess the capacities of the subcontractor(s) in the light of the extent to which the latter is/are involved in performing the contract.

If it establishes that a tenderer faces a conflict of interest which could affect the performance of the contract, the European Parliament may conclude that the tenderer is not of the calibre required to perform the contract.

## 15. AWARD CRITERIA

The contract will be awarded to the tender offering the best price-quality ratio.

To determine the tender offering the best price quality/ratio, tenders will be evaluated on the basis of the following criteria:

- (a) quality of the services
- (b) price

### Quality of the service

The qualitative criteria shall be assessed on the basis of the tenderer's written offer and attached documents. The offer shall contain information showing the merits of the bid, to make it possible to evaluate the qualitative award criteria. The offer can be supplemented with additional documentation to allow the evaluation of other quality criteria.

The quality of the service will be evaluated on the basis of the following criteria:

- 1. Coverage** *(max. 55 points)*
- 2. Technical features and services** *(max. 35 points)*
- 3. Additional services** *(max. 10 points)*

The information required to assess the quality criteria is described under Annex I, point 16 of the present document. The tenderers are required to answer all questions in the section (Q1-Q48) and provide a free trial to the tool/service proposed.

A minimum quality threshold is set for each of the qualitative criteria. If the score for one of the criteria is below this threshold, the tender will not be considered for the calculation of price criteria or the award of the contract.

<b>Qualitative criterion</b>	<b>Maximum points</b>	<b>Minimum points</b>
Criterion 1	55	30
Criterion 2	35	20
Criterion 3	10	5
<b>Total</b>	<b>100</b>	<b>55</b>

**To be selected for the next evaluation stage, the evaluation of price, the tenderers will be required to obtain at least 55 points for the three criteria combined.**

### Price criterion

The total price quoted per one year of service will be taken into consideration in order to evaluate the offers.

The price quoted must be all-inclusive (no extra charges or taxes will be accepted).

For that purpose, the tenderer is required to complete **Annex VIII** to the Invitation to tender, **"Identification of the tenderer and financial bid"**.

The price criterion will be judged on the difference between the price tendered by the tenderer and that in the cheapest tender. A maximum of 100 points will be awarded on the basis of the price criterion. The lowest-priced tender will be given the maximum points. The other tenders will be awarded points in proportion to their divergence from the lowest-priced tender. By way of example, a tender quoting a price 10 % higher will obtain only 90 % of the points (90), and a tender quoting a price 25 % higher will obtain 75 % of the points (75).

**Final Evaluation**

In order to determine the best value for money offer, the following formula will be applied

$$\begin{array}{r}
 \text{Score} \\
 \text{for} \\
 \text{tender} \\
 \text{X}
 \end{array}
 =
 \frac{\text{Cheapest price}}{\text{Price of tender X}}
 * 100
 * \text{price weighting (30 \%)}
 +
 \begin{array}{r}
 * \\
 \text{Total quality score (out of 100) for all award criteria of tender X} \\
 * \\
 \text{quality criteria weighting (70 \%)}
 \end{array}$$

## ANNEX I – TECHNICAL SPECIFICATIONS

### 16. LIST OF QUESTIONS ACCESSING THE QUALITY OF THE SERVICE TO BE EVALUATED UNDER THE AWARD CRITERIA

The mission of the Library of the European Parliament is to provide information services based mainly on external published sources in order to support the EP legislative, monitoring and representational functions.

**Please describe your services, addressing each question or requirement set out in point 16.1, 16.2, and 16.3 following the same order of presentation.**

Please bear in mind that a non-answered question or a non-addressed requirement will be considered as an unsatisfactory answer and will be given no points.

For the purpose of evaluation of the tenders, tenderers are requested to provide the Library with trial accesses to the tool/service proposed in their offer.

The qualitative criteria shall be assessed on the basis of:

- the tenderers' written answers to questions and requirements set out in point 16.1, 16.2, and 16.3
- trials conducted in the manner described in point 17

#### **16.1. Qualitative criterion 1- Coverage** (maximum points: 55, minimum points: 30)

**Q1.** Please fill in the Table Annex IX (Table - Press Aggregator Coverage, sheet “Annex IX Coverage”) of the invitation to tender indicating if the database proposed offers access to the requested titles. To do so, tick the appropriate box, as the following example shows.

	Paper version contents	Update 08:00	Update 12:00	Update same day	Online paid version	Online free version	Continuous update (less than 30 min.)
<b>Newspapers</b>							
AT - Die Presse	X				X	X	
AT- Der Standard	X	X				X	

Times are to be understood as the local time in the place of publication.

"Online free version" is to be selected if the database proposed indexes the content published for free in its online version.

"Online paid version", if the database indexes the content published online, but accessible only after payment.

"Paper version" concerns the published content on paper.

For the purpose of evaluation, the European Parliament will evaluate with better score a database proposing higher coverage.

Continuous update is preferred to Update 08:00, which is preferred to Update 12:00, which is preferred to Update same day.

Online paid version is preferred to free online version.

**Awarding of points**

**Qualitative points for criterion 1-Coverage** (maximum points: **55**, minimum points: **30**) will be awarded as follows

- a) **Coverage percentage** - see table of information sources (Annex IX Press Aggregator Coverage - “Annex IX-Coverage”) - maximum points: **40**

<b>Total coverage (Annex IX)</b>	<b>Points</b>
≥ 95%:	40
≥ 80%	35
≥ 70%:	30
≥ 60%	26
≥ 50%	20
≥ 40%	15
≥ 30%	10
≥ 20%	5
< 20%	0

- b) **Coverage: Updates** - see list of information sources (Annex IX “Press Aggregator Coverage”- “Annex IX Coverage”) - maximum points: **5**

<b>Continuous updates</b>	<b>Updates at 8:00</b>	<b>Updates at 12:00</b>	<b>Updates Same day</b>
4 points	3 points	2 points	1 points

Awarding of points: total number of points for tender (P) \* maximum points of the sub-criterion (5) / maximum allocated points for 330 titles (4\*330)

$P = \text{total points of tender} * 5/1320$

- c) **Coverage: on-line paid version/free version** - see list of information sources (Annex IX “Press Aggregator Coverage” - “Annex IX Coverage”) - maximum points: **5**

The tender with the highest number of on-line paid version will receive the maximum of points (5). The other tenders will be awarded points in proportion to their divergence from the highest number of paid version tender.

P: total number of points for tender

$P = (\text{number of paid version of the tender} / \text{highest number of paid version}) * 5$

**Q.2** Please state the overall number of paid sources that the database provide on Sheet “Number of paid sources” of Annex IX-Table “Press Aggregator Coverage.”

## **Awarding of points**

- d) **Coverage: Number of paid sources** - see list of information sources (Annex IX Press Aggregator Coverage- "*Number of Paid Sources*") - maximum points: **5**

The tender with the highest number of paid sources will receive the maximum of points (5). The other tenders will be awarded points in proportion to their divergence from the highest number of paid sources tender.

P: total number of points for tender

$$P = (\text{number of paid sources of the tender} / \text{highest number of paid sources}) * 5$$

### **16. 2. Qualitative criterion 2 - Technical features and services** (maximum points: **35**, minimum points: **20**)

Please provide a brief description for each reply to questions from **Q3 to Q54** (see Table in Annex X "Technical features and Services").

This criterion is used to evaluate the quality of the proposed solutions, the suitability, the quality of the design and the "user-friendly" for the service to be provided

### **16. 3. Qualitative criterion 3 - Additional services** (maximum points: **10**, minimum points: **5**)

**Q55.** Please describe any other services or features included in your offer which have not been mentioned in the previous questions. Additional services or features will be evaluated on the relevance, added value and creativity of the proposed solutions.

Please note that only features and services included in the annual price offer stated in the financial bid (Annex VIII to the Invitation to tender) will be taken into account.

## **17. INFORMATION ON THE CONDUCT OF THE TRIAL**

Tenderers are asked to provide access to a trial of the service, including all and only the sources that are included in the offer.

The trial period should run for two weeks which, unless otherwise announced, will be between the 23/06/2021 and 07/07/2021, and will allow for the evaluation of the service by the evaluation committee.

The purpose of running a trial is to obtain a clearer understanding of the features and functions of the service evaluate its usability by the Library's clients and assess the quality and presentation of the search results and other facilities.

The tests will be carried out in the same manner for each tender. The testers will evaluate and test the service by reference to the qualitative criteria set out in point 16 of the Specifications. The outcome of the trial will help to determine the final mark for the quality evaluation.

In order to set up the trial, tenderers should provide

(a) the URL of the service

- (b) a username and password or another way to access the service
- (c) URL of the administration interface (if applicable)
- (d) a username and password for the administration interface
- (e) telephone/e-mail address to be used for contacting the tenderer during the trial period

This information should be communicated in the tender documentation.

An appointed EP staff member will liaise between tenderer and testers should there be any clarifications or issues needing resolution; no other direct contact is allowed between testers and the tenderer in order to ensure impartiality.

The European Parliament cannot grant access to any database through its subscriptions for the purpose of the trial. Expenses incurred in connection with these trials shall be borne by tenderers and may not be reimbursed.

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