

Call for Tender SK2020-9/2.13.2.3 and 12151-2019

Digital service to Stockholm and Turku Archipelago for time 1.6.2020 (aim) – 30.6.2021

1. Procurement object: Name of the procurement

Digital service to Stockholm and Turku Archipelago for time 1.6.2020 (aim) – 30.6.2021

1.1. Reference number

Skärgårdsstiftelsen SK2020-9/2.13.2.3
City of Turku 12151-2019

2. Contracting authorities

2.1. Name and addresses

Procurement unit

Official name	Skärgårdsstiftelsen i Stockholms län
National registration number	802405-0216
Postal address	Box 7669, 103 94 Stockholm, Sweden
Contact person	Ulrika Palmblad-Wennergren, head of PR- and tourism development for the Archipelago Foundation in Stockholm, tel: +48(0)8-123 124 30, ulrika.palmblad-wennergren@skargardsstiftelsen.se
Main address (URL)	https://skargardsstiftelsen.se/

Orderers (Other participating authorities)

Official name	City of Turku
National registration number	0204819-8
Postal address	Yliopistonkatu 27A, 20100 Turku
Contact person	Ulrika Palmblad-Wennergren, head of PR- and tourism development for the Archipelago Foundation in Stockholm, tel: +48(0)8-123 124 30, ulrika.palmblad-wennergren@skargardsstiftelsen.se
Main address (URL)	http://www.turku.fi/

Official name	Turku Touring Ltd.
National registration number	0624367-9
Postal address	Aurakatu 4, 20100 Turku
Contact person	Ulrika Palmblad-Wennergren, head of PR- and tourism development for the Archipelago Foundation in Stockholm, tel: +48(0)8-123 124 30, ulrika.palmblad-wennergren@skargardsstiftelsen.se
Main address (URL)	https://www.turku.fi/organisaatio/konsernin-yhtiot-ja-yhteisot/turku-touring-oy/

2.2. Joint procurement

The agreement involves a **joint procurement** arrangement for Skärgårdsstiftelsen and City of Turku and Turku Touring Ltd. Separate own agreements will be made for all contracting authorities. The contracting authorities will be invoiced based on separate agreements.

In the case of joint procurement involving different countries – applicable Swedish procurement law applies.

2.3. The main vocabulary and CPV code

72000000-5 IT services: consulting, software development, Internet and support

2.4. Type of contract

Services

2.5. The procurement's primary location

Stockholm, Sweden and Turku, Finland

3. Introduction

Skärgårdsstiftelsen invites you to participate in an **open procurement** to develop a digital service for visitors in Stockholm and Turku Archipelago.

This joint procurement is part of Archipelago Access project that is a joint project between Skärgårdsstiftelsen in Sweden and City of Turku and Turku Touring Ltd in Finland. The project is funded by the Interreg Central Baltic 2014-2020 -program and lasts until 31.3.2021.

In this Call for Tender, all parties in joint procurement are referred to as "Client". The bidders are referred to as the "Tenderers" or "Suppliers".

The aim of this procurement is to find a **Supplier** who together with the Client develops a **digital service** gathering travel information for visitors in the Stockholm and Turku archipelago. The aim of

this digital service is to increase the attractiveness of the archipelago as a tourism destination and make searching for travel information easier.

The Archipelago Access digital service will be the same in both countries, but the information shown will be presented according to visitor's interests and location. The platform needs to be able to present content in several languages (initially Swedish, Finnish and English).

The procurement unit is Skärgårdsstiftelsen i Stockholms Län. In this Call for Tender, it will be referred to as "procurement unit" or "Skärgårdsstiftelsen".

The estimated total value incl. VAT is 350 000 euros (€). The development of the digital service including operation and maintenance until 30.6.2021 has to be provided at a maximum price of 350 000 euros (including VAT).

The procurement documents are available for unrestricted and full direct access, free of charge at <https://ted.europa.eu/TED>

Tenders must be submitted electronically via Tendsign: <http://www.tendsign.com>
It is free of charge for Tenderers to use the system. Access to the system requires a login.

The tenders must be provided by 30.3.2020 time 23.59 via Tendsign.

The Tender and appendices must be prepared **in English**.

Tenders must be valid for six (6) months from the date stated for receipt of tender.

Procurement documents

The Call for Tenders includes the following annexes:

- Annex 1. Description of procurement object
- Annex 2. Evaluation model
- Annex 3. Tendering formulary
- Annex 4. Draft for agreement*
- Annex 5. Draft GDPR agreement*
- Annex 6. Draft for security Agreement*
- Annex 7. Draft for SLA agreement*

* Drafts are applicable for all parties. Small modifications can be made in the final documents.

Terms and definitions

Tenderer (bidder)

Tenderer may be a company, organization or other legal person. The Tenderer is the legal entity in the tender, which is bound by the tender during its validity and becomes the Client's counterpart in the contract. After the completion of the contract, contracts are signed with selected Bidder. Once contracts are signed, the Bidder becomes a supplier.

Client

All parties in this joint procurement are referred to as "Client".

4. Procurement object

4.1. Short description of the procurement

The aim of this procurement is to find a capable **Supplier** with an innovative idea who together with the Client develops a **digital service** gathering travel information for visitors in the Stockholm and Turku archipelago.

The main task of the chosen Supplier is to further conceptualize the idea together with the Client and develop the digital service. The whole description of the procurement is described in **Annex 1**. It includes the background information, vision and requirements of the digital service and description of the development process.

In the Tenders, Bidders are asked to provide a **creative idea, a solution description** and a **preliminary project plan** to carry out the task. Project plan must describe in detail, the timetable, actions and resources indicated to this project.

Once the decision has been made, the Supplier and Client will define the concept of the Archipelago Access digital service together based on the idea and solution description in the Tender. Concept will be a base for solution development.

As a result of the development work, the Client will have a digital service consisting of a **back-end system** that stores, integrates and aggregates the information from different sources and a **front-end solution** with different **user interfaces** presenting and maintaining the data in different use scenarios, presenting it in an attractive and interesting way. The front-end solution includes highlights from both archipelagos presented in an attractive manner and enables trip planning before and during the trip and sharing experiences after the trip.

Tenderers are asked to include the hosting, operation and maintenance of the digital service until 6/2021 in their tender.

4.2. Duration of the contract

1.6.2020 (aim) - 30.6.2021

4.3. Estimated total value

350 000 € (incl. VAT)

The client does not guarantee any volumes in this contract.

5. Information about additional procurement options

5.1. Description of options

Hosting, operation and maintenance is included in the price until 30.6.2021.

Tenderer is allowed to offer an option for further development, and operation and maintenance. It will not be included in the evaluation of Tenders.

The agreement can be prolonged as permanent after the fixed contract period that ends 30.6.2021 with a separate decision of the Client and a separate agreement. Options will be procured only with a separate decision of the Client. There is a 6 months terms of notice.

6. Qualification and requirements for Tenderers

In order to qualify as a Tenderer, the Client will check that the requirements below are met.

6.1. Formal requirements for Tenderers

The Supplier must have the sufficient financial, technical and other capabilities to provide the delivery. The same requirements apply to all subcontractors. A Supplier that does not meet the set requirements, provides substantially false information or fails to deliver a requested clarification by the requisite deadline will be excluded from the competitive bidding process.

The Supplier must meet the requirements described below regarding financial and economic status and deliver the clarifications required to demonstrate compliance with these requirements upon separate request. The requested information, certificates and clarifications may not be older than three (3) months at the time of delivery. Furthermore, the agreement may oblige the Supplier to provide the requisite certificates separately at agreed upon times. On request, the corresponding information, certificates and clarification must also be provided for subcontractors.

The Client will check that the requirement for financial capability is met via Kreditvärderingsföretaget UC or responding service. Supplier must at least achieve a risk classification of level 3, meaning that the company is solid and creditworthy and with medium risk level. If, upon inspection, it turns out that the risk classification of the applicant is lower than 3, or if the Tenderer is start-up or for other reasons can not get any risk classification, applicants will be asked to enter with an acceptable explanation for the risk class and submitted evidence showing that applicants have an economic stability to pass the mission.

No certificates need to be attached to the tender. The Client will check the requested information from Authorities or will later on request the certificates and clarifications listed below at least from the Supplier that appears to win the competitive bidding based on the preliminary comparison of tenders, unless the clarifications can be obtained at no charge through the Reliable Partner website or similar service.

Foreign Suppliers must provide the requested information via a register extract compliant with the legislation of the country in question or a similar certificate, or by some other acceptable means, such as providing a notification in accordance with the legislation of the country in question on oath or with confirming assurance. If the Supplier is a foreign company that uses posted workers, as specified in the applicable legislation, for the performance of its duties, it must find out how the social security coverage of the workers is determined.

The Supplier in question must also provide proof of its inclusion in the Preliminary Tax Withholding Register, VAT Register and Employer Register and, with regard to tax liability, information on whether or not the company has at least €10,000 of matured and outstanding taxes and payments collected by the Tax Administration for which there is no payment arrangement by the Tax Administration or a suspension decision by the appeal authority.

If the Supplier is not in the Trade Register, Preliminary Tax Withholding Register, Employer Register or VAT Register, an account of the justifications for this must be provided. The account may be prepared by the Supplier.

The Supplier must have paid the requisite pension contributions. However, the Supplier may be accepted if a payment plan approved by the payment recipient is presented with regard to the neglected payments.

The Supplier must have a liability insurance policy on the object of the procurement that will remain valid for the entire agreement period and is sufficient in terms of the scope and risks of the procurement. However, the policy must be for at least €500,000, also covering any damage to the client, third parties or their property.

The Supplier must have covered its employees with an insurance policy. The accident insurance must cover any damage caused by an occupation injury or occupational disease.

For the entire duration of the agreement period, the Supplier must ensure the fulfilment of all obligations and requirements (salary payment obligations, etc.) imposed by the employment and social security legislation for its own part and for any possible subcontractors it may use. In employment relationships related to the agreement, the Supplier must observe at least the minimum employment terms required by Swedish law and collective agreement regulations for work of equivalent nature.

The Supplier must have a statutory occupational health care arrangement in place for its employees.

The Supplier or any of its responsible persons must not have been subjected to business prohibitions.

The Suppliers company or persons wielding administrative power, managerial power, representative power or supervisory power within it, or members of a supervisory body, must not have been convicted for any crimes classified in the Act on Public Procurement and Concession Contracts (13 kap. och 15 kap. 3-9 §§ LOU, 15 kap. 10 § brottsbalken).

Company names and company numbers, including subcontractors, shall be stated in the tender.

The Supplier's turnover must be at least € 500 000 / financial period.

6.2. Grounds for rejection

Bidders who do not qualify for LOU 13 Chapter Section 1-3 and above-mentioned requirements will be excluded from the procurement. The same requirements apply to all subcontractors.

6.3. Self-assurance ESPD

Tenderers are **obliged** to submit the standard form set by the European Commission, ESPD, as a self-assurance that the basis for exclusion does not exist and that the requirements of the procurement are met.

At the request of the Client, the tenderers must provide relevant certificates, evidence and other certificates showing that the respective qualification requirements are met and that there are no exclusion grounds. Such a request will be made for the bidders that the Client intends to select for partnership. In ESPD, bidders certify that requested certificates and other supporting documents can be submitted at request and without delay.

An ESPD shall also be filled in for each subcontractor and attached to the tender.

6.4. Subcontracting

If the Supplier will use subcontractors, the Supplier must be responsible for the work of its subcontractors in the same way as it is for own work.

A description must be provided on the use of subcontractors as an attachment to the tender. The requested certificates and clarification must also be provided for any subcontractors on request. Approval must be obtained for the subcontractors from the Client.

6.5. Invoking other unit's capabilities

Tenderers intending to invoke the capacity of another entity to support compliance with any of the requirements for technical and professional capacity, or financial and financial position shall ensure that the commitment of that entity whose capacity relied on the following content:

1. The commitment shall clearly demonstrate that the tenderer will actually have the capacity invoked throughout the contract period.
2. The commitment shall clearly state that the entity whose capacity is invoked responds in solidarity with the tenderer for the obligations that may arise as a result of the contract.
3. The commitment shall explicitly guarantee that the obligations of the contract are fulfilled in the parts for which capacity has been relied upon, regardless of whether the tenderer is subject to bankruptcy, liquidation, chords, reconstruction or equivalent.
4. Invoked another's capacity for the fulfilment of Economic Stability, all requirements must be met by the same party.

The above aims to demonstrate that the entity whose capacity is relied on to meet the requirement makes a commitment that actually gives the Client a full guarantee that the contract will be fulfilled.

7. Requirements for Tender

The tendered service and the content of the tender must meet the requirements of the Call for Tenders.

In the Tender, Bidders are asked to provide a **creative idea, solution description** and a **preliminary project plan** to carry out the task. Tenderers are requested to use the whole description of the procurement in **Annex 1** as the basis for the Tender.

The Client has the right request changes to the Tender where necessary according to the creative idea, solution description and/or the preliminary project plan.

Tender and requested annexes must be written **in English**. Tenderers may not present their own agreement terms in the Tender. The tender may not be optional.

By submitting a Tender in response with this Call for Tender, the Supplier agrees to the terms and conditions presented in this Call for Tender and its appendices.

Tenders must include the following presentations and documents as an attachment:

1. Tenderer is requested to provide a **presentation describing the creative idea for the Archipelago Access digital service**
 - Presentation shall show the Tenderer's innovativeness, user-centric approach and competencies in concept design.

2. Tenderer is requested to provide a **solution description for the digital service**
 - Documentation shall include **the proposed architecture and technical solutions/descriptions** for the Digital Service including the information management between different modules in the back-end system.
 - Solution description shall include possible external data sources and proposed modules of the back-end system.
 - Description of how the back-end system and front-end system operates.
 - Solution description must be based on
 - Creative Idea proposed by the Tenderer
 - Client's vision and mandatory requirements in Annex 1

3. A preliminary **Project Plan** including:
 - A suggested work plan with a clear timetable, needed actions and personnel resources in each phase of the development process that is described in Annex 1, estimated number of working hours dedicated to each phase per team member.
 - A suggested process for reporting the project progress versus time spent, expectation management and how the Supplier will proactively work to identify and communicate risks at an early stage.
 - Description of how testing is done and what testing practices are used
 - Description of used working methods, needed roles (also from the Client) and competencies in each phase (e.g. agile development, service design).
 - Description of how the project will be organized by the intended team – resources in each phase.
 - Description of how, when and in which form the Supplier wants to interact with the Client in order to reach an effective cooperation. How much time and what roles/competencies does the Supplier anticipate from the Client in each phase of the project, in order to fulfil the Project Plan?

4. A presentation of **reference solutions**
 - Tenderer shall describe in total three (3) reference solutions that are in production and are similar and relevant to this procurement object described in this Call for Tender.
 - The reference solutions should be no more than three (3) years old.
 - The reference solutions shall be presented on a maximum of two A4 pages each and the presentation shall include:
 - Time for the implementation of the reference solutions (in hours)
 - Methods in designing and developing the solutions
 - Description of how the solution met client's goals regarding budget, quality and time of delivery. Specify key success factors in achieving these goals.
 - Preferably link or other ways to test the reference solution.
 - Contact information of a reference person (name, role in project, phone number, email address) the Client can contact for further questions regarding the reference project. The reference person must have been directly involved with the Tenderer and have good knowledge about the project. The reference person must to be able to be contacted during

the evaluation period. The reference person must be able to communicate in English (speaking and writing)

5. A description of **the suggested team and their competences**:
 - Tender must include CVs of intended team members as an attachment
 - CVs must clearly address the following mandatory competences that are required from the team:
 - Fluent spoken and written English (working language) and Swedish and/or Finnish skills
 - Project Management experience according to agile development methods Supplier will be using
 - Service design capabilities
 - Visual & User experience design/implementation (UX, UI, multiplatform, responsivity, etc.)
 - Data Integration and data management, including automation using APIs
 - Designing and implementing Quality Assurance and testing practices
 - Accessibility according to WCAG 2.1. level AA
 - Search Engine Optimization and web analytics experience
 - One team member can have many competences
 - Each team member's CV must include two (2) relevant reference solutions reflecting the competences and including contact information to a reference person (can be the same reference projects/persons as above)
 - The **suggested team must be available to work in this project** as stated in the suggested project plan. Changes need to be approved by the Client.
6. The supplier must append the tender with a **payment plan** that is connected to the project plan. The Client has the right to reject the proposed payment plan and request changes to it where necessary.
7. A **completed tendering formulary** (Annex 3), where the hourly rates for different resources in an imaginary project are to be stated. This tendering information is used in the evaluation model.

8. Procedure

8.1. Nature of process

The procurement process will be carried out as an **open procedure procurement**. The contract will be a **running hours with a maximum cost limit** contract. The development of the digital service including hosting, operation and maintenance until 30.6.2021 has to be provided at a price of 350 000 euros (including VAT). Evaluation of tenders will be made based on quality and hourly price (evaluation model is described in Annex 2).

Apart from the cost for development, there is additional €40 000 in the budget to spend on licenses or other additional costs as suggested by the Supplier and/or Client after approval of the Client.

8.2. Additional information about the procurement procedure

The procurement must adhere to the Swedish Public Procurement Act (SFS 2016:1145) and, as applicable, the Finnish JHS 166 General Terms and Conditions of Governmental IT Procurement (JIT 2015).

8.3. Decision-making principles

After the Call for Tender period, the evaluation will start. Only Tenders that are delivered via Tendsign by 30.3.2020 time 23.59 will be checked and evaluated.

The evaluation and comparison of the Tenders will be implemented in three phases:

1. Assessment of Tenderer's fulfilment of formal requirements.
2. Assessment of Tenderer's compliance to the requirements for Tender.
3. Comparison of the quality and hourly price.

The purpose of the first phase of the assessment and selection process is to determine the candidates' capabilities of handling the procurement. This is assessed based on various qualification requirements imposed on the candidates. At its discretion, the procurement unit may request additional clarifications regarding the qualification requirements.

All candidates to which the exclusion criteria in Section 80 of the Act on Public Procurement and Concession Contracts applies will be excluded from the competitive bidding. Candidates that have neglected to pay their taxes or statutory social security contributions or to which some other exclusion criterion, as specified in Section 81 of the Act on Public Procurement, pertains may be excluded from the competitive bidding.

In the second phase of the assessment and selection process, the Tenders of the candidates that passed the first phase are assessed. Tenders are checked against the requirements that the services being procured are expected to meet.

In the third phase of the evaluation process, the Tender with that is the most advantageous in overall financial terms is chosen. The most advantageous in overall financial terms is the offer that has the best quality-price ratio which is total score is the highest. The maximum score is 5 points. Quality will form 70 percent (%) and price 30 percent (%) of the total score:

1. Quality, max. 3,5 points.
2. Price, max. 1,5 points.

Evaluation model for the procurement is described in Annex 2.

After the decision is made, the Tenderer with the highest total score will be chosen and a contract will be signed with the Tenderer.

Tenders that do not adhere to the Call of Tender will be rejected.

8.4. Time limit for receipt of tenders or requests to participate

The tenders must be submitted electronically by 30.3.2020 time 23.59 via Tendsign: <http://www.tendsign.com>. It is free of charge for Tenderers to use the system. Access to the system requires a login.

The sender must ensure that the procurement unit receives the Tender within the set deadline. Tenders that are delivered after the deadline will be excluded from the competitive bidding. The procurement unit reserves the right to reject all tenders for justified reasons.

The Client will not provide compensation for submitting a tender.

The Tenderer must remain the tender valid for 6 months (from the date stated for receipt of Tender).

8.5. Additional information questions

Additional information questions must be sent via Tendsign at latest by 2.3.2020 time 13:00.

Questions and responses to them as well as any specifying changes to the Call for Tenders will be published in Tendsign on 9.3.2020 time 13:00 at the latest.

It is recommended for suppliers to begin entering their Tenders first after that. Only supplementary information provided in writing will be considered binding to the procurement unit.

8.6. Timetable

The evaluation of tenders will be done in April (aim) and the contract is expected to be signed with selected supplier in May 2020. The production starts in June 2020 (aim).

After the contract has been signed, the production timetable is very critical. It is very important for the Client that the final approval is done before the project ends on 31.3.2021.

The Tenderer commits to the production and delivery timetable given in the Tender.

8.7. Evaluation team

Selection, assessment and verification of tenders will be made by a team of complementing competences decided by Skärgårdsstiftelsen, City of Turku and Turku Touring Ltd.

8.8. Price and commercial terms

The tender prices must be listed as total prices including VAT. The total price must be provided for the entire agreement period. In addition to this, the tender must list pricing principles for this total price.

The tendered prices must include the development of the **Archipelago Access digital service** gathering travel information for visitors in the Stockholm and Turku archipelago in accordance with this Call for Tender and hosting, operation and maintenance for the digital service until 30.6.2021.

No price provisions are accepted. Other compensations, such as travel/accommodation or daily allowances, invoicing fees and other surcharges, will not be accepted. The tender and appendices must be prepared **in English**.

The tendered products and the content of the tender must meet the requirements of the Call for Tender and its annexes.

The supplier must undertake to adhere to the JHS 166 General Terms and Conditions of Governmental IT Procurement (JIT 2015), unless otherwise required in the Call for Tender or agreement.

Suppliers may not present their own agreement terms in the tender. The tender may not be conditional. By submitting a tender in response to this invitation to tender, the supplier agrees to the terms and conditions presented in the Call for Tender and its annexes.

8.9. Billing and payment terms

The suppliers are required to be capable of electronic invoicing. The invoice must indicate the invoicing principles. In addition to this, the invoices must indicate price with value-added tax, which must comply with the stipulations of the Value Added Tax Act. Invoices must be prepared in such a way that they do not contain confidential personal data or other information that the law requires to be kept secret.

The invoicing address information will be provided in conjunction with making the agreement. Invoicing, delivery and other surcharges will not be accepted.

Payments will be made based on invoices in accordance with the payment plan prepared by the Supplier and approved by the Client.

Agreement-based invoices will be paid once the invoice has been presented to the Client, the relevant work phase according to the payment plan has been completed and the invoice has been otherwise found eligible for payment. An invoice will mature in 30 days from the arrival of an invoice to be accepted.

8.10. Contract procedure

The procurement decision cannot be put into effect and the agreement to the terms of which the supplier must commit cannot be made until 15 days have passed from the supplier receiving or being considered to have received the relevant decision, rectification instructions and appeal instructions, provided that the procurement decision has become final.

Written agreement on the procurement will be made with the selected supplier. Drafts for Agreement, GDPR, security and SLA agreements, can be found in Annexes 4-7.

Before signing the agreement, the procurement unit have right to check the criminal record extract of the supplier or its representative with regard to the mandatory exclusion criteria. This criminal record extract must be issued by a competent authority of the country of origin or establishment of the tenderer, a person representing an administrative, managerial or supervisory body in the organization, or a person exercising representative, decision-making or supervisory power in the organization. The extract from the criminal record may not be older than 12 months.

9. Publicity of tender documents

Pursuant to the Act on the Openness of Government Activities, tenders are primarily public after the agreement has been formed. Therefore, the tenders should be prepared so that they do not include trade or professional secrets.

If it is absolutely necessary to include trade secrets in the tender, they must be marked as trade secrets when submitting the tender. If the information provided in the tender has not been marked as a trade secret, the procurement unit will treat the information as public to the parties concerned.

10. Other matters

Each supplier must provide an e-mail address to which the procurement decision can be delivered. In addition to the procurement decision, the procurement requires separate written agreement. Changes to the decision can be applied for as indicated in the decision. A decision may be changed based on a complaint or rectification.

Documents applied in the context of the procurement in order of precedence:

1. Agreement and its appendices
2. Call of Tender and its appendices
3. JHS 166 General Terms and Conditions of Governmental IT Procurement (JIT 2015)
4. Tender and appendices