

Tender reference: CFA 14  
Tender Title: CROSS – Manchester Call for APPs 2014  
Date: 13.06.14



## INVITATION TO TENDER

TENDER SERIAL NO: CFA 14

TENDER DESCRIPTION: Provision of Software Development Services – for Sparta Technologies Ltd (Ref: CFA 14)

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DESIGNATION: \_\_\_\_\_

E MAIL: \_\_\_\_\_

<u>TENDER OPENED</u>	<u>TOTAL PRICE</u>

### **PROVISION OF Mobile SOFTWARE DEVELOPMENT SERVICES**

Sparta Technologies Ltd is prepared to receive tenders for the above to Sparta Technologies Ltd. Suite 1e, Basil Chambers, 65, High Street, Northern Quarter, Manchester M4 1FS, for the contract period commencing 1/09/2014.

The Work period will be for 7 months from the contract date. Subject to the specification and tender information package attached.

**Tenders may not be considered which do not comply with Sparta Technologies Ltd General Terms and Conditions.**

The result of this tender may not be exclusive to one supplier and Sparta Technologies Ltd, henceforth known as 'Sparta' reserves the right to place orders with more than one approved successful tenderer for the above said items or work required.

This constitutes a frame work agreement.

In consideration of the agreements on the part of Sparta herein contained, the contractors agree that they will not during the contract period withdraw the offers contained in their tender.

Sparta reserve the right to negotiate with the successful tenderer to obtain a reduction in price of certain commodities comprised in the tender.

In the event of such negotiations taking place the unsuccessful tenderers will be informed accordingly.

Other things being equal, Sparta will give preference to tenders/quotations containing firm prices.

**The contract will be awarded on the most economically advantageous using the following criteria:**

- a. Price
- b. Service
- c. Support
- d. Completion of tender document
- e. Best Value for Money
- f. Compliance with Sparta Terms and Conditions
- g. Completion and approval of Questionnaire
- h. Submission / Acceptance of all information requested
- i. Compliance with Specification and Project Specification
- j. Experience and length of time working in or for ICT/New Media companies

**No Conditions submitted or referred to by the Contractor when tendering shall form part of the Contract unless specifically agreed to in writing by Sparta.**

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**Your attention is drawn to the following to ensure your tender is considered:**

1. Completion of all documentation and submission of all requested information.

Tenderers may also be asked to provide the following, after tenders have been opened and must not be sent unless specifically requested in writing by the purchasing officer:

- An electronic copy in Microsoft Word
2. CV and covering letter clearly detailing experience and length of time in Software Development.
  3. **This tender must be received not later than 4.00p.m. on Thursday 14th August 2014.**
  4. Your tender is to be in an envelope clearly marked as follows:

**TENDER SERIAL NO: CFA 14**

**TENDER FOR: CROSS – Manchester Call for APPs 2014**

**CLOSING DATE OF TENDER: 4.00p.m, Thursday 14<sup>th</sup> August 2014**

5. Your envelope must be **sealed** and should **not** identify the tenderer
6. If your tender is being delivered by hand, it **must** be handed in to the Manchester Node lead partner Sparta, **in this tender:** Suite 1e, Basil Chambers, 65, High Street, Northern Quarter, Manchester M4 1FS
7. Any tender that is received after the closing time and date will not be considered.
8. Failure to comply with the above may invalidate your tender response.

**This tender is subject to the provision by your company with return of your completed tender documents:**

Tenderers are to note that this enquiry may form the basis for negotiation for other similar schemes.

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## **Invitation to Tender: Outlines for the Provision of Software service.**

**Ref: CFA 14**

### ***Introduction***

The work is being commissioned by Sparta as the Manchester Node lead, as part of EU Funded project which is funded through the **ICT PSP GRANT AGREEMENT Citizen Reinforcing Open Smart Synergies (CROSS), Grant Agreement No 325141**, enhance forth called CROSS.

**The CROSS project is charged with meeting the following priorities:**

CROSS focuses on nurturing an innovation ecosystem that generates digital services and applications making use of information generated by users in the smart city environment. CROSS recognises unexploited opportunities for services and applications in the field of non-monetary economy, where new needs and practices are emerging, and where a new sector of the digital single market has the potential for a sustainable, inclusive and smart growth. Sample activity areas that are considered by CROSS for piloting are:

1. Mutual service communities for assistance to elderly people;
2. Communities for social inclusion of immigrants;
3. Learning communities for support to school dropouts and low culture people;
4. Communities of volunteers assisting persons with disabilities.

The challenge for CROSS is to facilitate innovation in an ecosystem that involves a number of stakeholder's active in the non-monetary economy, such as: public authorities, citizens, urban communities, public service providers, service and application developers. The ecosystem will rely on a common service platform and standards, which are specific for handling non-monetary transactions.

The choice is motivated by the priorities set up in the Europe 2020 Flagship "European platform against poverty" and the respective 1st Annual Convention (Polish Presidency and the European Commission, 12 December 2011).

### ***Aim of Call for Applications***

The applications shall support the projects aim of raising awareness in:

- Volunteering as a key renewable resource for the solution of social issues;
- Improving the user experience for social services provided by public structures including profit and non-profit organisations, distributed across the territory;

- To record, track and measure more efficiently the provision of social services provided to citizens.

More specifically, the task assigned to the Manchester pilot area is aimed at the design and development of applications which:

- 1) Help improve volunteer management;
- 2) Documents the extent, role and importance of the non-monetary economy as a significant part of the wider economic framework;
- 3) Ensures visibility to a large portion of the workforce that is currently not accounted for in existing employment statistics;
- 4) Helps to enhance the public and private initiatives aimed at boosting voluntary activities;
- 5) Helps to encourage public policies aimed at increasing the sustainability of public services
- 6) Provides users with faster and higher quality access to the Services available to them.

Sparta wishes to recruit small companies, volunteering groups or individuals to provide software integration services, who specialise in data base applications.

To this end, the aim Manchester Call for APPs 2014 (CFA 14) is to create innovation mobile and Web applications utilising the CROSS pilot resource.

Specifically, three applications are envisaged in this call:

1. Do-it mobile App (Based on the Do-it online platform <http://www.do-it.org.uk/>, currently under redevelopment), is to be used by anybody in the UK to post volunteering opportunities including, volunteer organisations and local volunteer centres.

Any umbrella organisations like IVO could be the administration body of the system that will be responsible for regulating the system.

The app will provide functions that will enable the:

- Posting of service opportunities;
- Posting of volunteering opportunities;
- Selection of volunteers;
- Allocation of tasks;
- Work validation (transaction capture);
- Feedback system.

For example, people can register as a volunteer and apply for jobs/tasks, which can be searched by postcode, areas of interest and skills. Volunteers applying for jobs can be approved and allocated the jobs by the volunteer organisations and volunteer centres. Once the volunteering service has been delivered, the volunteers can report the feedback, which once approved by the volunteer organisation gets added onto the volunteer's profile. Recipients of service can also leave feedback for volunteers.

2. MACC Mobile app (See the main MACC website for more information <http://www.macc.org.uk/>), which is a market place for volunteers and voluntary organisations. It allows for anybody to offer services and post needs, to promote MACC community to grow and engage users in an improved way.
3. A web application that collects the user, prosumer and non-monetary transaction data from different voluntary activities taking place over CROSS's UK activities, anonymising the user and prosumer data, and more importantly the transactional data of voluntary activities, which then feeds into the central CROSS platform.

**PLEASENOTE: Terms and Technical Specification as listed in APPENDIX 1 (see below).**

***Participants***

Tenders are invited from freelance or small local IT companies who can integrate and advance the aims of the CROSS project.

It is expected that applicants should have specialised knowledge in one or more of these areas and be able to demonstrate a proven track record of working in the sector or a directly related area.

The successful applicants will form a pool of specialised software companies.

The successful applicant's maybe asked to participate at any project related event and or workshops.

***Costs***

It is envisaged that the specialised software service contracts awarded will average between £3,000 and £4,000 to a maximum total of £12,000 for the framework, with some variations, to any Small company based on the delivery of approx. 20/30 working days and the contracts for service provided will be on an expenses only bases.

**All work commissioned will be on a demand lead bases and that no work is guaranteed during contract period.**

Delivery of awarded contracts will start at the start of September 2014 and shall be completed by March 2015.

### **Pricing Schedule**

Rates below are inclusive of all costs and no additional costs will be accepted outside of these rates.

The Terms and Conditions applicable shall be those of Sparta's Standing Terms and Conditions of Tender/Contract (see attached). No other terms and conditions referred to by you shall apply unless specifically agreed to in writing by the Sparta.

Please provide daily rates for the work areas you wish to be considered for. The prices quoted must include:

- **Include** all expenses
- **Include** Value Added Tax

<b>Description</b>	<b>Daily Rate</b>	<b>Comment</b>
Design		
Build		
Sign-off	Expenses only.	To be agreed with project officers at the commencement of any mentoring support. Failure to get written agreement may result in the turning down of any request for payment for work.

### **Payments – Important (Ref: CFA 14)**

To ensure payments are made promptly the successful contractors will be required to adhere to the following:

- Individual orders are raised for each invoice.
- The full location address must be quoted on all invoices and time sheets.
- Time sheets and invoices must relate to one order number only.
- All required documentation\* needs to be received before invoices can be processed for payment.
- Invoices and follow up documentation to be submitted as per the attached payment schedule.

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Any problems that arise with the payment of Accounts should be notified to the Account Section and the successful tenderer will be required to undertake not to place Sparta on “Stop” unless at least 4 weeks’ Notice in Writing has been provided to Sparta of their intention to cease trading with the Sparta.

### **Price Increase Claim**

No price increases will be permitted during the Contract period.

### **\*Required documentation**

- Invoice
- Time Sheet
- Signed Client Forms
- Agreed reports produced for clients
- Summary of activity carried out during period
- Signed monitoring forms
- Any other documentation that is deemed necessary



Tender reference: CFA 14  
Tender Title: CROSS Call for Apps  
Date: 15.05.14



**Payment Schedule:**

**Invoices & documentation to be submitted on time for work completed as per the schedule agreed upon the commissioning of each piece of work.**



## Important (Ref: CFA 14)

- The documents provided must be used when submitting a tender.
- **The Tender must be returned in a sealed envelope marked with the project reference number (CFA 14) , the Tender Title and the closing date on the envelope**
- Tenders must be in accordance with the specification given.
- Non-Compliance with the above will invalidate the tender.

## Intellectual Property of the Product/Service

- The Product/Service, as technical concept and outcome, remains the successful bidder's exclusive intellectual property. The successful bidder undertakes to allow the product/service to be used with one's own means for the entire duration of the CROSS European project. This is to stimulate the business to be involved in social services. Though, CROSS will promote licensing under the creative commons framework wherever appropriate.

## Responding to the Tender

If you are interested in being considered for this tender please submit a current CV, and covering letter of no more than 2 A4 pages which clearly details your concept and experience developing mobile software applications.

### ***Closing Date***

Completed tenders and supporting documentation must be submitted by **4.00p.m. on Thursday 14th August** to Sparta: Suite 1e, Basil Chambers, 65, High Street, Northern Quarter, Manchester M4 1FS

### **For informal discussions please contact:**

Dr Li Yao on  
**Email:** [yaol@spartatec.co.uk](mailto:yaol@spartatec.co.uk)  
**Tel:** 0161 425 4800

Or

John Keys  
Digital Development Officer  
Manchester Digital Development Agency  
**Email:** [j.keys@manchesterdda.com](mailto:j.keys@manchesterdda.com)  
**Direct Line:** +44 (0) 0161 234 4032

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## Certificate of Bona Fide Tender

TO: The CROSS Project – Manchester Node

In accordance with the Terms and Conditions applicable to this tender/contract, the Specifications and the Pricing Schedules forwarded herewith, I/We hereby offer to deliver the contract as detailed in the invitation to tender to the order of Consortium.

I/We further undertake to execute (if so required) a Deed of Contract on a form to be prepared by a Solicitor and (if so required) to provide satisfactory sureties for the due performance of same.

Prices quoted are **Firm for Full Period of Contract.**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Designation: \_\_\_\_\_

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Date: 29.07.14

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**Subcontracting – not applicable in this contract**

## Anti-Collusion Certificate

The essence of this public procurement process is that the Consortium shall receive *bona fide* competitive tenders from all Bidders. In recognition of this principle we hereby certify that this is a *bona fide* Bid, intended to be competitive, and that we have not fixed or adjusted the amount of the Bid or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other Bidder (other than a member of our own consortium). We have not and insofar as we are aware neither has any Bidder Party (as defined in the Invitation to Negotiate):

Entered into any agreement with any other person with the aim of preventing Bids being made or as to the fixing or adjusting of the amount of any Bid or the conditions on which any Bid is made; or

Informed any other person, other than the person calling for this Bid, of the amount or the approximate amount of the Bid, except where the disclosure, in confidence, of the amount of the Bid was necessary to obtain quotations necessary for the preparation of the Bid for insurance, for performance bonds and/or Contract guarantee bonds or for professional advice required for the preparation of the Bid; or

Caused or induced any person to enter into such an agreement as is mentioned in Paragraph (1) and (2) above or to inform us of the amount or the approximate amount of any rival Bid for the Contract; or Committed any offence under the Prevention of Corruption Acts 1889 to 1916 nor under Section 117 of the Local Government Act 1972; or

Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Bid or proposed Bid for the Works any act or omission; or

Canvassed any other persons referred to in Paragraph (1) above in connection with the Contract; or

Contacted any officer of the Consortium about any aspect of the Contract including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Bidder of such officer for the purpose of the Contract or for soliciting information in connection with the Contract.

We also undertake that we shall not procure the doing of any of the acts mentioned in Paragraphs (1) to (7) above before the hour and date specified for the return of the Bid nor (in the event of the Bid being accepted) shall we do so

while the resulting Contract continues in force between us (or our successors in title) and the Consortium.

In this certificate

The word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

Signed:

Signed

For and on behalf of:

For and on behalf of

Dated :

Dated

**Declaration**

**PLEASE READ AND SIGN THE DECLARATION BELOW**

I/We apply to be considered to provide a Software Consultancy Service for the Consortium (Ref: CFA 14).

I/We certify that the information supplied is accurate to the best of my/our knowledge and that I/We accept the conditions and undertakings requested in the tender. I/We understand that false information could result in my/our exclusion from consideration for this or any other contract with the Consortium.

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will empower the Consortium to cancel any contract currently in force and will result in my/our exclusion from consideration for this or any other contract with the Consortium.

I/We confirm that:

- (i) I/We have not communicated and will not communicate to any person, under agreement or arrangement, the amount of this tender/quotation.
- (ii) The amount of this tender/quotation has not been adjusted under any agreement or arrangement with any person.

Signed: \_\_\_\_\_

Name : \_\_\_\_\_

Position: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_

Date \_\_\_\_\_



## APPENDIX 1

### INTRODUCTION (SUPPLEMENTING THE NOTICE)

The Cross project benefits from EU funding for the development of the European Project called Cross (resolution of 07/12/2012 export code no. 2012 06817/019) within the scope of the European programme CIP, ICT-PSP aimed at the implementation of the Smart Cities policies that constitute one of the pillars of the 2020 Europe Agenda.

The European Commission Directorate overseeing the development of the project has already informally indicated some desirable developments of CROSS in the direction of the SEPA (Single European Payment Area), of the eGovernment and Future Internet. The trial test will take place in Rome, Turin, Seville and Manchester. In each city the activities will directly involve the local council, a service company, and selected third-sector associations. The end users involved overall will be over 300,000.

The aim of the project is to promote an innovative ecosystem capable of generating digital services and applications through the use of information generated by the users. CROSS recognises the untapped potential of services and applications in the non-monetary economy, an emerging sector of the digital single market with prospects for sustainable, inclusive and smart growth, which is giving rise to new demands and practices.

In a resolution handed down in 2008, the European Parliament identified volunteering as "possibly the most sustainable type of renewable resource", thereby encouraging Member States and local and regional authorities to "recognise the value of volunteering in promoting social and economic cohesion" (European Parliament, 2008).

The European Commission declared 2011 as the European Year of Voluntary Activities, in an attempt to "raise awareness of the importance of volunteering" (Council of the European Union, 2009).

Sparta technologies Ltd (hereinafter Sparta) (Reg no 04440137) with registered office at Brackman Wolf & Co, Ashton House, Ashton Lane, Sale, Manchester M33 6WT, is a member of CROSS Consortium and is actively engaged within the scope of technical support of volunteering and social services in Greater Manchester.

The UK Node is coordinated by a CROSS Executive Committee, in agreement with Sparta and Manchester Digital Development Agency as the entity to which is entrusted for the development of an APP (IT application for Smartphone and

web) capable of interfacing with the Technology Platform managed by Poste Italiane.

Sparta, a partner of CROSS consortium and leader of the UK node in Manchester), will contribute to the realisation of the APP's by paying the maximum sum of 12,000 (Twelve thousand) British Pounds, including VAT, to the entities designated as the winners of the tender, which were allocated to UK Consortium by the European Commission for the same purpose. The UK consortium has undertaken a commitment in this regard in its management meetings. This will be paid in UK pounds.

The APP shall form part of the "Manchester Node", in order to support the initiatives aimed at: raising awareness on volunteering as a key renewable resource for the solution of social issues; improving the user experience for the social services provided by some public structures through profit and no-profit organisations distributed across the territory; keeping track of the social services provided to citizens, for a more efficient scheduling of the same.

More specifically, the task assigned to the Consortium is aimed at the design and development of an App which:

1. Helps improve volunteer management;
2. Documents the extent, role and importance of the non-monetary economy as a significant part of the wider economic framework;
3. Ensures visibility to a large portion of the workforce that is currently not accounted for in existing employment statistics;
4. Helps to enhance the public and private initiatives aimed at boosting voluntary activities;
5. Helps to encourage public policies aimed at increasing the sustainability of public services;
6. Provides users with faster and higher quality access to the Services available to them.

The Consortium is not able to autonomously develop the said App and, therefore, it intends to the exercise the subcontracting option provided for in the grant agreement N. 325141 (11/15/2013) within the scope of the European Project CROSS.

Since the Consortium does not possess the technical skills required to identify the specific content of the APP such as to enable the attainment of the aforementioned objectives, and in view of the data made available by the Consortium it belongs to, it intends to rely on the expertise of the Project Partners and of Poste Italiane in particular, which shall coordinate the technical aspects of the project. The successful bidder shall report to and coordinate with Poste at each stage of the activities referred to in Clause 3 hereunder.

## REQUIREMENTS

- The APP has to be provided for (if a native application) or has to be fully compatible with (if a Mobile Web APP) the more popular Mobile Operating Systems/Platforms (Android, iOS, Windows Phone).
- The list of specific hardware and software requirements compatible with the APP have to be declared: e.g. supported smartphones models and platforms (OS version, Memory available, Processor type/speed.)
- The APP has to be optimized to work in a mobile network context (and not only on Wi-Fi areas).
- APP User Interface (UI) has to take care of accessibility and usability issues.
- APP has to support user action and personalisation for Default Languages (English), and different aspect ratio (Portrait and Landscape Mode).
- APP Lifecycle has to be managed through an “Easy to Update” mechanism (to be integrated with the planned CROSS Project APP store).

## ADDITIONAL FEATURES

Based on specific and more complex scenario proposed by the applicant, a wider set of functions can be provided by the APP. It is up to the applicant to propose new features that enrich the non-monetary services and improve the quality of the user interaction with the CROSS Platform. The APP is also encouraged to use its own resources and data to support these additional features.

## TENDER DOCUMENTS

The following documents will be expected

Item	Name	Details enclosed
1	You or your company full name and address with VAT number	
2	Your understanding of call for apps	
3	CV's of relevant partners if different to 2	
4	Quote	
5	Your agreement to the terms of this tender	
6	Any background information you feel is relevant	
7	1. Return of the 2. Certificate of Bona Fide Tender	

## CLAUSE 1 OBJECT OF THE CONTRACT

The Consortium, hereinafter also referred to as the “Principal”, intends to assign the development and provision on the web and on smartphones applications (hereinafter referred to as the Mobile APP) which should be compatible with the most common operating systems for mobile devices (Android, iOS, Windows Phone), and of a corresponding Web application (hereinafter referred to as the Web APP) interfacing with the technology platform of the CROSS Project managed by Poste Italiane (within the scope of which the Mobile APP and the Web APP shall be distributed) through a set of Web Services made available through the project itself for the purpose. The documentation relating to these Web Services and the relevant supporting technological components (files associated with the corresponding WADL – Web Application Description Language – and WSDL – Web Service Definition Language – modules ) shall be shared with the app developer who shall be awarded the contract. The Mobile APP and Web APP Applications (hereinafter, Product/Service) shall be provided to citizens, operators and entities involved in the trial test in the Manchester within the scope of the activities of the CROSS European project (CIP 324151 [www.crossproject.eu](http://www.crossproject.eu)), hereinafter referred to as the “Users”.

### 1.1 TERM OF THE CONTRACT

The activity assigned to the entity to be entrusted with the supply of the product/service (hereinafter also referred to as the “Provider”) consists in the development, supply and provision of the Product/Service through the Provider’s technical means and personnel for one calendar year starting from the supply of the service pursuant to Clause 3 hereunder.

### 1.2 VALUE OF THE CONTRACT

The maximum amount of the fee for the Product/Service covered by this tender is set at £ 12,000 (twelve thousand), VAT included and other charges required by the law.

Bids in excess of the said amount shall not be taken into consideration.

## CLAUSE 2 FEATURES OF THE PRODUCT/SERVICE

The Product/Service shall require the development and distribution of a mobile App and of a Web Application, allowing users to gain access through desktop applications, smartphones and/or tablets and to make use of added-value services compared to the enabling features provided by the service platform. .

## CLAUSE 3 DEVELOPMENT AND SUPPLY OF THE PRODUCT/SERVICE

### 3.1 PROJECT MANAGEMENT

Once the tender has been awarded, the Principal shall set up a Project Management team including a representative of the Provider, two delegates for the Principal, a representative of MDDA and the technical and scientific coordinator of the CROSS project. Following the awarding of the tender, which shall take place subject to the terms and conditions referred to in Clause 7, the successful bidder shall be required to carry out the activities in coordination with the Project Management.

### 3.2 ACTIVITY STAGES

The successful bidder's activity shall be set out in four stages:

#### STAGE 1 PREPARATION OF THE PRODUCT/SERVICE DOCUMENTATION

The Successful Bidder shall prepare the technical means and personnel required to supply the Product/Service in accordance with the declarations submitted in its own tender documentation. During this stage, the Project Management and the Provider shall work alongside the Successful Bidder in order to ensure consistency between the intended and the actual result, as well as in order to facilitate the integration between the Product/Service and the Technology Platform. In agreement with the successful bidder, the Project Management shall prepare a Project Document containing all the details related to the development, testing and supply of the Product/Service. The Project Document shall include the same content as the Project Document prepared by the Successful Bidder, pursuant to Clause 5; however it may contain further detailed specifications and aspects.

#### STAGE 2 PROTOTYPE DEVELOPMENT AND TESTING

This stage shall commence within 7 days of the awarding of the tender and shall end no later than two months afterwards with a notification by the Successful Bidder announcing their willingness to perform the testing, according to a Test Plan to be agreed upon between the Successful Bidder and the Project Management no later than twenty-first days from the awarding of the tender. The testing of some functionality considered to be less relevant or which require a more complex integration with the Technology Platform may be postponed to a new date, in agreement with the Project Management and subject to the Principal's final approval.

A maximum of 2 testing cycles may be allowed (in case the first fails to produce a fully positive outcome) prior to the roll-out referred to in Stage 3. Each testing cycle shall be conducted in no more than 5 working days. Any postponed functionalities shall be tested in line with the new approved schedule.

### STAGE 3 ROLL-OUT AND INTEGRATION WITH THE CROSS PLATFORM

The Project Management shall check the correct implementation of the Product/Service, in accordance with the requirements and declarations of the successful bidder's tender documentation, by way of testing and roll-out.

### STAGE 4 SERVICE WITH SELECTED USERS

Upon completion of the roll-out, the next stage shall involve the supply of the Product/Service to selected users, where the said users shall be enabled to access the Product/Service, in accordance with the requirements and declarations of the successful bidder's Documentation in response to the tender. This stage must include the efficient monitoring of any aspects related to the performance of the Product/Service, including with a view to verifying its "light weight" (in terms of the transmission bandwidth required) and "timeliness" of its response, so as to ensure a consistently positive interaction experience. The successful bidder's support is necessary in this stage, where the number of recurring users is expected to increase gradually. This stage shall end within one calendar year of the testing.

### 3.3 CHANGES

Should minor changes to the characteristics and users of the product/service be needed, the successful bidder undertakes to do so at no additional consideration. Conversely, any major changes to the characteristics and/or users of the Product/Service shall have to be subject to the Project Management's approval, based on the Provider's preliminary opinion, and shall be compensated at an additional consideration not in excess of 20% of the tender contract price, to be paid according to the timelines and funds available to the CROSS Consortium.

### CLAUSE 4 ENTITIES ELIGIBLE TO SUBMIT BIDS

The following entities are eligible to submit bids:

- VAT-registered professionals within the Greater Manchester Area or other professional associations in EU Member States;
- Individual firms that have been established and have operated for at least one year since the publication of this call for tenders;
- Technology start-ups (whether UK or from other EU Member States) that have been established for at least a year since the publication of this call for tenders,

with self-financed capital or financing provided by Institutional Investors not in excess of € 10,000.00.

- No associations, consortia or other forms of joint participation shall be admitted.
- No “subcontracting” is admitted.

## CLAUSE 5 TENDER PARTICIPATION

The Tenderer must submit to the Principal its Documentation in response to the tender, in English, in the form of an Acrobat PDF document not exceeding 5MB in size, by no later than 4:00 p.m. (GMT) of the 14<sup>th</sup> August 2014, by attaching e-mail quoting ‘Call for APP-CROSS) (time of receipt of the afore said e-mail shall act as proof thereof). The Tenderer’s address shall also be its address for service and receipt of all notices relating to the tender.

The submission of more than one response document shall constitute a valid reason for exclusion from participation in the tender.

The response document must necessarily contain the following information, hereinafter referred to as “Required information”:

- a. “Personal details” for the purposes of the univocal identification of the Tenderer and verification of the fulfilment of the eligibility requirements pursuant to Clause 4 (e.g. membership to an association, Chamber of Commerce registration);
- b. Business address elected as the Tenderer’s address for service of all notices pertaining to the tender, which shall need to be the same as the one from which the Tenderer’s document in response to the tender is sent.
- c. “Curriculum Vitae” of the Tenderer’s contact person in charge of the development and supply of the Product/Service;
- d. “Project Document” describing the features of the proposed Product/Service, according to the requirements laid down in Clause 2 and in the Technical Annex. It is necessary to clearly outline: the scenario for use, the functional characteristics and the non-functional characteristics. Moreover, it is necessary to specify which characteristics of the Product/Service offered bring additional benefits to the requirements stated by the Principal in this call for tenders, hereinafter referred to as the “Improving Characteristics”;
- d. The “Price Offered”, including the development, supply and distribution of the Product/Service until the term laid down under Clause 1, stated both at the net and gross value of any charges required by the law.

The documentation in response to the tender may also contain any other useful information to assess the Tenderer's ability to develop and supply the Product/Service.

The Tenderer undertakes vis-à-vis the Principal that all the materials used for the development of the Product/Service in each of its components and functions, as well as for the implementation and supply of the same, should the tender be awarded in their favour, are lawfully in the possession of the Tenderer and shall remain such and that they do not infringe any copyright or other third-party right. The Tenderer assumes the fullest and most extensive civil and criminal liability with regard to the content, lawfulness, nature, quality and truthfulness of the same information, with the Principal's express waiver of any liability and obligation verification and/or control in this regard. Therefore, any liability on the part of the Principal in the event of the Tenderer's unauthorised use of material and information is expressly excluded.

The Tenderer may submit queries aimed at eliminating any ambiguities contained in this call for tenders and in its technical annex by sending an e-mail. The Project Management reserves to respond, solely to the queries deemed to be grounded and shall publish the answer at <http://www.crossproject.eu/> and on MDDA's and Sparta's websites to the benefit of all potential Tenderers.

The Principal reserves the right to extend the deadline for submission of the bids prior to the expiry term referred to in the previous paragraph 1, with a notice to be published in the same manner as the current call for tenders.

## CLAUSE 6 EVALUATION OF THE TENDER RESPONSE DOCUMENT

The documentation in response to the tender received by the Principal shall be considered eligible for the evaluation stage if all the following conditions are met:

- the Tenderer satisfies the requirements referred to in Clause 4;
- the documentation in response to the tender has been received within the time frame and in the manner referred to in Clause 5;
- the document in response to the tender contains all the Required Information, pursuant to Clause 5.

An Evaluation Committee set up by the Principal for the purpose shall assign a score to all the documentations in response to the tender admitted to the Evaluation stage, thereby examining and assessing the three criteria identified hereunder and finally compounding a cumulative score:

- a. Functional and non-functional characteristics of the Product/Service offered:  
maximum score 70



I Completeness, Compliance and descriptive quality of the scenario for the use of the proposed Product/Service. The above factors shall be evaluated in relation to the users' requirements with respect to the Product/Service as outlined in the Project Document. Maximum score 15

II Completeness, Compliance and Quality of the functional characteristics proposed for the development of the Product/Service (without considering the Improving characteristics). The above factors shall be evaluated in relation to the scenario for the use of the proposed Product/Service. Maximum score 20.

III Completeness, Compliance and Quality of the non-functional characteristics proposed for the development of the Product/Service. The said factors shall be evaluated in relation to the scenario for the use of the proposed Product/Service. Maximum score 15.

IV Completeness, Quality and Scalability of the entire Product/Service structure proposed, in functional and non-functional terms and with reference to its integration into the technology Platform, so as to ensure that the users' requirements with respect to the Product/Service not contemplated by the tender shall be met in the future. Maximum score 20.

b. Improving characteristics of the Product/Service offered: maximum score 30

I Thoroughness, Compliance and Quality of the Product/Service Improving Characteristics. The above factors shall be evaluated in relation to the scenario for the use of the proposed Product/Service. Maximum score 15.

II Complementarity of the Product/Service Improving characteristics with functional characteristics proposed for the development of the Product/Service (without considering the Improving Characteristics). The above factors shall be evaluated with reference to the scenario for the use of the proposed Product/Service. Maximum score 15.

c. Financial proposal: maximum score 30, weighted in order to foster participation in the tender by professionals/start-ups from non-homogeneous job markets

I The maximum score ( $P_{max} = 30$ ) is assigned to the bid with the highest percentage discount in respect of the contract value indicated in art. 1.2 ( $R_{max}$ ).

II The score assigned to each individual Tenderer ( $P_i$ ) is determined depending on the discount offered by the said Tenderer ( $R_i$ ), in line with the formula:  
 $P_i = P_{max} \times R_i / R_{max}$ .

III Financial proposals higher than the contract value indicated in art. 1.2 will be excluded from the tender.

The cumulative score will be calculated in line with the formula: Score \_criterion a + Score \_criterion \_b + Score \_criterion c.

The score to the individual items shall be assigned, according to criteria a and b, at the sole discretion of the Evaluation Committee.

For the purposes of exclusion from the tender, the Committee may assess the congruence of financial proposals that appear abnormally low in proportion to the features of the Product/Service offered.

The Evaluation Committee shall draw up an internal ranking of Tenderers that will not be made public.

## CLAUSE 7 TENDER AWARDING

The contract shall be awarded by the Principal to the Tenderer who has obtained the highest cumulative score and the best evaluation in terms of suitability of the price offered, following the outcome of the Evaluation Committee's works. The Tenderer ranked first shall be notified of the awarding with an e-mail sent from the PEC address [call4app@pec.crossproject.eu](mailto:call4app@pec.crossproject.eu) including the appointment in attachment, which shall require acceptance within 3 working days by sending a response e-mail from the PEC address to the PEC address [call4app@pec.crossproject.eu](mailto:call4app@pec.crossproject.eu). In case of acceptance of the appointment, the awarding shall be deemed to have been completed and the Tenderer shall be considered the Successful Bidder for all intents and purposes.

The contract awarding procedure shall also proceed in the event that only one documentation in response to the tender is submitted. In the event of waiver by a Tenderer following the awarding notice, the Principal shall send an awarding notice to the next highest ranking Tenderer.

In any event, the Principal reserves the right not to award the tender if the cumulative score of the tender documents evaluated is below 78/130.

Immediately after acceptance of the appointment by the Successful Bidder, the same shall be asked to meet with Project Management and the first of the four stages of the development and supply of the Product/Service referred to in Clause 3 shall be deemed to have been initiated.

## CLAUSE 8 INTELLECTUAL PROPERTY OF THE PRODUCT/SERVICE

The Product/Service, as technical concept and outcome, remains the Successful Bidder's exclusive intellectual property. The Successful Bidder undertakes to allow the product/service to be used with one's own means for the entire duration of the CROSS European project.

It shall be CROSS Consortium's responsibility to request that the functions thereof are resident and operating on a server specified by the Principal and that the Product/Service remains accessible by users for the entire duration of the CROSS European project.

Nonetheless, the Principal shall be entitled to distribute the high-level and performance functions of the Service both at the national and European level, however undertaking, in its official communications or presentations related to the Service, not to make any mention of the winner and not to disclose the technology specifications learned during Stage 1.

#### CLAUSE 9 CONFIDENTIALITY CLAUSES

The successful bidder undertakes to treat with the strictest confidentiality any information acquired through the exchange of documentation, e-mails and/or conversations with the Principal and/or the CROSS Project partners and/or Project Management and/or its individual members.

The Principal and the Project Partners undertake to treat with the strictest confidentiality the technological and implementation aspects of the Product/Service learned during the performance of the activity.

The Successful Bidder also undertakes to protect the personal details of the citizens and/or of the organisations involved in the Product/Service processes, pursuant to the Privacy protection laws in force, the regulations of the Entities involved, and any further restrictions that the Project Management shall deem it appropriate to apply.

These clauses shall be finalised in a separate confidentiality agreement.

#### CLAUSE 10 INVESTIGATIONS AND CONTROLS ON THE ACTIVITY

The Principal reserves the fullest and most extensive right to control and inspect, at any time and with any means, the activity carried out by the Provider of the Product/Service. To facilitate said inspection, the Successful Bidder is required to provide, in a timely fashion and upon request of the Project Management, all the information required to verify the proper fulfillment of the Product/Service.

#### CLAUSE 11 PENALTY CLAUSE

Should the Product/Service fail to operate correctly, and, in any event, for each single day of initial delay in the implementation or in the event of failure to supply the Product/Service, the Provider shall be required to complete any required work at their own costs.

## CLAUSE 12 TERMINATION CLAUSE

Should the Product/Service fail to operate correctly, the Principal is entitled to set a term by which the Provider shall restore its correct operation. Failure to comply with the said term for the restoration of the Product/Service shall constitute non-compliance subject to legal termination of the contract

For the other causes of contract termination, reference is made to the provisions of the English Law

## ART. 13 FEE AND PAYMENT TERMS:

The fee agreed upon in the contract shall be paid as follows:

a) 20% of the total amount agreed upon shall be paid by the Principal within 30 calendar days following the positive outcome of the verification pursuant to Clause 3;

b) the remaining 80% of the total amount agreed upon shall be paid in monthly installments of equal amount, to be paid end of each calendar month subject to satisfactory outcomes of each work package from the date of actual commencement of the supply of the Product/Service to users pursuant to Clause 3.1 Stage 4;

c) any additional fee pursuant to Clause 3.2 shall be paid subject to the terms and in a manner to be agreed based on the timelines and funds available to CROSS Consortium.

d) In any dispute the technical Consortium partner's views are final in all matters.

## CLAUSE 14 SURETY AND THIRD-PARTY LIABILITY INSURANCE POLICY

The installment payments do not require the provision of any sureties by the successful bidder.

## CLAUSE 15 CONTRACTUAL EXPENSES AND CHARGES

All expenses related to the contract shall be borne by the successful bidder.

## CLAUSE 16 GENERAL REGULATIONS

For anything not expressly specified in these specifications, reference is made to the regulations laid down in the English Law.

## CLAUSE 17 DISPUTES, JURISDICTION AND APPLICABLE LAW

The only Court having jurisdiction to decide any dispute, arising or deriving from the interpretation and fulfillment of the contract, including the stage prior to its stipulation, shall be that of Manchester England.

The applicable law is English Law.

#### **CLAUSE 18 NATURE OF THIS DOCUMENT AND SUPPLEMENTARY INFORMATION ON ITS DISCLOSURE**

This document, its technical annex and the results of the selection procedure shall be disclosed by publication on <http://www.crossproject.eu>. Informative news shall be disclosed on all the institutional sites of the entities participating in the CROSS project, without prejudice to the Principal's right to use additional forms of dissemination and dispatch to the entities (as described in Clause 4) selected on the basis of their renowned expertise and technical-professional skills potentially capable of formulating their bids.

#### **CLAUSE 19 PERSONAL DATA PROCESSING**

Pursuant to the Data Protection Act, the Principal, being in charge of the data provided in response to this Notice, informs that such data shall be used for the purposes of this procedure and shall be handled electronically and manually and, in any event, in such a way as to ensure their security and confidentiality. The Tenderers and the Successful Bidder shall be entitled to the rights pursuant Data Protection Act in relation to the processing of any data that may concern them.