Invitation to Tender

Request for Tender to host and develop a secure and GDPR compliant application for the recording of European waste shipment inspections

Issue Date

10 July 2024

Closing Date

5 August 2024

Table of Contents

1. Introduction

The Shipments of Waste Enforcement Actions Project (SWEAP) (sweap.eu) is co-funded by the European Commission LIFE fund and co-ordinated by the Implementation and Enforcement of Environmental Law (IMPEL) Network. IMPEL members undertake inspections of waste shipments to fulfil their obligations under Article 50 of Regulation (EC) No 1013/2006 on waste shipments (non-Member States also have similar requirements in their national legislation). Inspections take place at transport hubs (e.g. ports and roadside) and at waste management sites.

The overall purpose of the Project is to disrupt the illegal waste trade at EU level. The Project Proposal included a work package on the development of a reporting Application (App) for waste shipment inspections across IMPEL's members. The initial contract was awarded to a company located in The Netherlands who are also currently responsible for hosting the data. The data from the App thus far has given a much clearer indication of the level and type of illegal shipments taking place. It will also continue to show policy makers, both nationally and at the European level, emerging trends in illegal activity.

Each authority will be the owner of its data (which will only be accessible by its own staff), retained in accordance with their national requirements. A 'flagging' system is used whereby competent authorities (CA, organisation responsible in each country for enforcing the Waste Shipment Regulation) can notify each other that they have information to share. However, this can only be shared outside the system.

The App is now available in App stores for Android and IOS whilst a simplified web-based version of the App has also been completed (for non-App users). An API is used to display non-sensitive data to a visualisation tool hosted by the Scottish Environment Protection Agency. A Content Management System (CMS/ 'database') sits behind the App and holds the inspection data for each authority. It also allows for bulk uploads of data by authorities directly (to the CMS).

The purpose of this tender is to ensure the long-term viability of the App by hosting it, the database and data itself in a secure environment that is GDPR compliant, thus providing confidence to the CAs that are providing their inspection data. Some development of the app and CMS will be required at the start of the contract, and there will be a need for ongoing development, including security updates.

2. Requirements Overview

IMPEL wishes to invite tenders using the Open Procedure to establish a Single Party Framework Agreement for the provision of hosting for an existing Android and IoS mobile app, web application and database, with SLA. Including the migration of the existing content management system and data, as outlined in Appendix D of this tender, for the recording of European waste shipment inspections solution to include Design, Configuration, Implementation, Migration, Support, Maintenance, Professional Services and associated services. This Single Party Framework Agreement will be established for a period of five years. Contracts drawn down from the Framework can outlast the lifetime of the Framework.

Current Business Description

The reporting App has been developed to record waste shipment inspections. The App has been rolled out to the Authorities to be used by Inspectors to record details of inspections on their mobile devices. Inspection data is transferred to the CMS, which will be hosted by a Processor. This can also be done by csv bulk upload. Each Authority will nominate Co-ordinators who will have access to the App Database. IMPEL is the owner of the App and CMS.

It should be anticipated that up to 30,000 inspections a year will need to be recorded each year. Not all inspections will result in the upload of photographs, whilst others will require the upload of multiple photographs. It should be anticipated that 20,000 photographs of up to 10 MB each will need be added to the database (prior to authority redaction). Additional file types, e.g. pdfs of up to 8MB will also need to be uploaded for a minority of inspections.

Each Authority will be the owner of its data (which will only be accessible by its own staff on the App database). Authority co-ordinators and inspectors will be able to see their own organisation's data but only the authority co-ordinator will be able to download it. Compliance with national retention schedules is the responsibility of the Authority co-ordinator. Account ownership and user roles for authorities can currently be managed by authorities themselves, or by IMPEL. It will be for authorities to revoke access to the system and delete the App from officers' phones if necessary. The data for each authority should be segregated.

A country has the possibility to use a 'Country Co-ordinator' role. This type of user would be able to see all national authorities' data but a data sharing agreement should be in place between these authorities for this purpose.

The current structure of the app is described at a high level in Appendix D. The app caters for the following types of waste inspections:

- Waste site inspections – at sites generating/processing waste
- Transport inspections – in port/rail terminals, at vehicle checkpoints

Changes will be required to the current structure prior to the release date in section 5. These include:

- The ability to redact records once it has been decided that a case will proceed to prosecution (this will also have to relate to backup copies). This will also assist authorities to comply with their retention schedules for personal data whilst maintaining records of the type and number of inspections. It may be necessary to include an alert to authorities that their retention schedule will require records to be deleted or redacted shortly but this will be discussed with the contractor as part of continuous improvement over the course of the project.
- The ability for an authority to remove multiple records from the CMS.
- The ability to store photographs of up to 10MB (approximately 20,000 a year).
- The ability to attach and upload additional file types to an inspection record in the database e.g. pdfs.
- Displaying different fields in the form replies section so that it is more user-friendly, e.g. date of inspection, container number, etc.

- Remove completed inspections from the App.

An API is used to display non-sensitive data to a visualisation tool hosted by the Scottish Environment Protection Agency. Authorities will need access to this API for daily national backups of their data.

The App and CMS also have an open resource reference section for inspectors.

IMPEL may conduct a security review and penetration testing of the application with their appointed security partner prior to acceptance.

Detailed Requirements

The requirements for this tender can be broken down into four key areas:

1. Security
2. GDPR
3. SLA – Service Level Agreement
4. System requirements and development Work

Security

We aim to host the waste shipment inspection data of every IMPEL member. It is therefore of paramount importance that the app and database are hosted in a secure environment so there is trust in the service we deliver. The tender must set out what data architecture components and methodologies are used to ensure secure transfer inspection data and supporting information from the client application up to the central reporting database. Tenderers must describe their approach and policies in relation to security in areas such as data protection, access controls, network security, and incident response. Tenderers are required to provide detailed information on their security policies, procedures, and controls, as well as any certifications or audits they have undergone to verify their security practices. The following information shall also be provided by each tenderer:

- The tender's approach to keeping up-to-date with latest industry developments in IT security

- Answers to the questionnaire based on -EN ISO/IEC27001:2017.
- Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing, including using a specialist third-party security tester to perform an annual penetration test of the application and infrastructure. Employment of an ethical third-party application vulnerability scanning service would be preferred.

GDPR

A data processing agreement will need to be agreed between the contractor and IMPEL. This agreement will need to include:

- Data transferred and processed – type of data and why
- Additional security measures
- A list of sub-processors is mandatory, and should include:

- o All organisations that process, access or store data
- o What information they process and why
- o What country they operate from (could be multiple)
- o If information is stored by the supplier: location
- o Legal basis for processing data (DPA or other)

The contractor will lead on developing the documentation for IMPEL's approval.

SLA – Service Level Agreement

A service level agreement will be needed between the contractor and IMPEL. This will be written by the contractor, for IMPEL's approval and should cover the support and development aspects covered in this document, and more broadly:

In short the structure of our collaboration:

1. Contact channels to the supplier
2. Scope – what is delivered and not (any limitations of support service), and a description of the functionality
3. Service fee (and possible structure for changes) and payment instructions
4. Renewal, review and termination
5. Marketing (in accordance with intellectual property rights discussed below)
6. Frequency of meetings between IMPEL representatives and the contractor
7. Acceptance testing of new releases
8. Incident Management Methodology: The tenderer must submit their proposed Incident Management Methodology for the term of the contract.
9. Escalation Path: The tenderer must submit a proposed procedure for the relevant manager to escalate within the company any issue that they believe is not being managed satisfactorily.
10. Change management
11. Changes in suppliers
12. Service availability, response time, resolution time and service schedules
13. Performance reporting
14. Penalties and remedies
15. Dispute resolution and laws to govern the agreement
16. Security, privacy and legal rights
17. Expected time to recovery and restoration of services in the event of a failure or security breach/event, this should also cover the cold storage
18. Data Escrow Agreement in the event of supplier failure
19. Business Continuity, disaster recovery (in relation to backup is included but might want to mention these specifically)

System requirements and development Work

A proposal for migration of the solution, database and data and implementation of the hosted solution from one environment to the proposed environment should be set out in the tender. Business continuity and service provision must be maintained when moving from the current to proposed solution.

It should also be anticipated that authorities may need daily back-ups of their data from the CMS.

The tender should also include details on options to exit a hosted cloud environment – i.e. the ability for IMPEL to move all authorities' data elsewhere in a usable format if required.

Changes will be required to the current structure prior to the release date in section 5. These include:

- The ability to redact records once it has been decided to prepare a file for prosecution (this will also have to relate to backup copies). This will also assist authorities to comply with their retention schedules for personal data whilst maintaining records of the type and number of inspections. It may be necessary to include an alert to authorities that their retention schedule will require records to be deleted or redacted shortly but this will be discussed with the contractor as part of continuous improvement over the course of the project.
- The ability for an authority to remove multiple records from the CMS.
- The ability to store photographs of up to 10MB (approximately 20,000 a year).
- The ability to attach and upload additional file types to an inspection record in the database e.g. pdfs.
- Displaying different fields in the form replies section so that it is more user-friendly, e.g. date of inspection, container number, etc.
- Remove completed inspections from the App.

There will also be an ongoing requirement for development throughout the project to improve the App's functionality and to keep it updated regarding security patches.

3. Related I.S. Infrastructure

The following specifications apply to the current hosting arrangements by the App developer.

- The Impel CMS and API runs on a dedicated VPS. The data is stored on a MariaDB database and the photos are stored as files on the same VPS. This VPS is currently hosted by CloudVPS which has all its servers located in the Netherlands (https://www.cloudvps.com/about-cloudvps/network-datacenters/). Their data storage systems are ISO27001 certified.

- The IMPEL dedicated VPS runs on CloudVPS OpenStack https://www.cloudvps.com/openstack/ which by default stores the data three times in the Netherlands (on different locations). The App developer backup the data (DB and files) GPG encrypted (with a public key) to Microsoft Azure Blob Storage (region West-EU, which is located in the Netherlands) on a daily basis. Only the App developer has access to the private key to recover data if necessary.

The SWEAP App currently relies on multiple key IT components:

- LAMP
- DQL
- Silverstripe CMS with PHP and Kubernetes deployment
- Android and IOS App

Support

While IMPEL may have Unified Microsoft support in place, tenderers should however have their own support process and not depend on IMPEL's support arrangements.

Unified support would provide:

- Total coverage for all technologies through 24x7 as-needed problem resolution support, special handling of critical issues and automatic escalation management;
- As needed advisory support and best practice guidance;
- On-demand assessments to identify issues and potential risks in your environment;
- A Technical Account Manager who understands your goals and serves as your advocate within Microsoft.

Tenderers should define their support and partner status and how such support can be leveraged to develop the application and cloud platform. Cold storage should also be facilitated by the contractor, taking into account the authorities' requirements, i.e. how quickly they need access to information once requested.

IMPEL may complete a full code review.

Licences

The tenderer should indicate the full product detail of the licences required to deliver the platform and the costs for such licences.

Any licences purchased by IMPEL will be added to the overall cost of the project in the cost sheet for evaluation.

From a security point of view, Multi Factor Authentication for all users (in accordance with the requirements of ELN0700), and conditional access will be required which will also need to be detailed and costed.

The platform should be accessible by all relevant users both internal and external from within and outside of IMPEL network.

The tenderer must cost all other third-party licences required to deliver the application.

In addition to the production environment, a development and UAT environment is required on demand, and developers should define how this is deployed and costed.

4. Functional Requirements

Requirements and System Evaluation – Instructions

The proposed solution must meet all essential functions (M) required of an ICT system. Where the tenderer does not meet such requirements as standard, consideration may still be given where it is possible to meet a requirement through a workaround (W). Where a workaround applies, please explain in detail and indicate what additional costs, if any, are involved.

The tenderer must **indicate** in **Column B** how each requirement will be met by responding using the following code:

Requirement will be delivered as standard	**S**
Requirement met via a **workaround**: In the case of a **workaround**, please describe in detail how it will meet the requirement including any limitations or additional costs.	**W**
Requirement **not met**	**N**

Please note that all requirements are considered mandatory as stated in column A. There are four sections below which require column B to be completed.

Security

			A	B
1	The proposed data architecture components and methodologies to be used to ensure secure transfer inspection data and supporting information from the client application up to the central reporting database.		**A**	**B**
2	A copy of the security policy		**A**	**B**
3	Approach to keeping up-to-date with latest industry developments in IT security		**A**	**B**

4	Answers to the questionnaire based on EN ISO/IEC27001:2017	A	B
5	Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing	A	B

GDPR

1	Sample of typical DPA	A	B
2	List of sub-processors envisaged to be used and include	A	B

SLA – Service Level Agreement

1	Sample SLA	A	B
2	List of other public sector clients based in the European Union	A	B

System requirement and development Work

1	Timescales for implementing original tickets	A	B
2	Demonstration of expertise with the key IT components in Section 3	A	B

3	Data migration and implementation of the hosted solution from one environment to the other to the business / user communities	A	B

Support and Maintenance Requirements

IMPEL is seeking the most cost-effective way of meeting the Support and Maintenance requirements for the Cloud based platform and application. Cold storage should also be factored into the tender.

Tenderers must submit information regarding Patching and Updates for the App; expected lead time from patch publication to patch application or implementation based on risk/severity level.

Notification to operators and scheduled downtime must be included as part of the response.

On a similar theme there must be the ability for authorities to restrict access if the client app is no longer secure or the client app is not on latest versions.

Tenderers must submit an annual cost for providing a response and fix by suitably qualified staff to all incidents and issues logged by IMPEL.

Tenderers must provide a description of the Annual Support & Maintenance to be provided along with the cost as a percentage of the overall development cost of the solution. This percentage cost cannot exceed the percentage costs as quoted in the original framework tender. However, they can be lower if preferred.

This description of the service to be provided must include how incidents will be responded to depending on their severity, expected response times, incident progress, hours of support, escalation paths and Service Reviews etc.

The upgrading and patching of the system to support new versions of database, applications server, browsers or security releases in line with general good practice in the IT industry must also be included.

Standard support hours 9.00am to 5.30pm (UTC) Monday to Friday are applicable. In the event of an incident that leads to the disruption of the service for multiple users, the successful bidder is required to comply with the minimum timeframes in the following table. These will be finalised during negotiations with the successful bidder.

Call Priority	Description	Response Time	Required action and target times following response
A	Incident affecting multiple users and causing the unavailability or severe degradation of a service.	1 hour	To restore normal service within 2 hours or put in place a work around, while action continues to restore normal service as soon as possible.

B	Any other incident affecting production and test environments.	4 hours	To restore normal service within 8 hours or put in place a work around, while action continues to restore normal service as soon as possible.
C	Any App or infrastructure administration service requests	8 hours	To agree a work schedule and time frame with the successful bidder's staff.

In determining the Ultimate Cost of the product, 5 years Support & Maintenance costs will be added to the Development cost of the system.

The quality of the support being offered will be evaluated separately under Award Criterion C.

Standards and Guidelines

Any system developed or procured by IMPEL must be compliant with Privacy by design and Privacy by Default as per GDPR regulation 2016/679.

Security Requirements and Policies

Where a third-party contractor is developing an application or procuring a software platform or off the shelf system, the application security must comply with all of IMPEL security policies (including OWASP guidelines) and security requirements.

Application security, in this case, refers to all areas of the solution architecture including the platform, application, backend database, operating system and overall architecture.

Security must be included in the project management life cycle and any software development lifecycle in every stage.

From a data security, compliance and residency point of view, the cloud platform will be hosted in a European Data-centre with additional European back up locations.

From a security point of view, Multi Factor Authentication, conditional access and encryption is required.

The tenderer must indicate their cloud platform experience and functional capabilities with regard to security, implementation and support.

The tenderer must outline the security features which will be implemented to deliver and support this platform.

Experience of other features such as integration, flexibility, end-user adoption, roadmap and support should be outlined.

IMPEL reserves the right to have any design specifications and source code reviewed by a third party specialist.

IMPEL will not incur any extra costs for the vendor making these changes as determined.

Requirements as described in this section will be assessed under Award Criterion B in Section 5.1.

Project Management

Tenderers must describe their proposed methodology for the management of each stage of the project. This should include project planning while describing the milestones, expected timelines and deliverables for each stage of the implementation.

IMPEL requires a single point of contact with the successful tenderer could be maintained during the system design, development, implementation, training, testing, Go Live and post implementation transition period of the project. To enable the efficient system implementation and transition to a live system, a robust issue and change management process will be required.

IMPEL will require strict quality control of all stages of the implementation including all deliverables and therefore a comprehensive quality control process is required, which will ensure a complete system delivery including any necessary data migration.

A formal system test and system handover by the successful tenderer will be required prior to IMPEL proceeding with user acceptance testing. It can be assumed that any resources required from IMPEL will be provided in a timely fashion.

Any proposed solution must contain a general description of the proposed implementation schedule including an outline of the Analysis, Design, Development, Implementation, Testing, Training and Go-live phases.

Requirements as described in this section will be assessed under award criterion B in Section 5.1.

Warranty

The system must conform to all requirements set out in this document and appendices. To enable a successful transition to a live system, a 60-day warranty on systems post "go live" will apply notwithstanding previous inspection or acceptance of a system by IMPEL.

All tenders submitted must include the signed Form of Tender Appendix C to confirm that the warranty requirements are understood as per the Warranty section.

Intellectual Rights

The Contracting Authority will own all intellectual property rights related to the development of a, runtime code and source code. The Contracting Authority will retain the right to use and share the software as it wishes, including the right to license the product out to other regulatory Authorities. Therefore, coding must be annotated to an acceptable standard and a full copy of the final source code combined with comprehensive system and training documentation must be supplied

Page | 14

to the Contracting Authority on completion of a development.

The tenderer must inform and agree with the Contracting Authority of any third party software applications or code sets that it wishes to use as part of a development. The successful tenderer as selected from the framework will be solely responsible for any breach of patent or Intellectual Property Rights infringement through the use of any such code set or application.

Training Requirements

IMPEL require training for a minimum of two system administrators with regard to routine system maintenance and first line end user support. Training will also be required for a number of expert functional users with regard to advanced system functions. They, in turn, would be available to train other users.

The expert user training will be required prior to IMPEL undertaking user acceptance testing and this must be included as part of the training plan.

An introductory workshop will be required to review the proposed system and provide an overview of major system functions, which will be provided by the solution.

The successful tenderer must provide end user and technical manuals which fully describe the operation and configuration of the system. This documentation must be provided in soft copy. The successful tenderer will not be required to provide hard copies of training material.

Requirements under this section will be assessed under award criterion B in Section 5.1.

Accessibility

The application should be designed to provide the optimal user experience for users. IMPEL strives to meet the highest level of accessibility and responsiveness for online users (equivalent to WCAG2 AA level or higher), in line with Article 26 - Integration of persons with disabilities | European Union Agency for Fundamental Rights (europa.eu) Code of Practice for public bodies.

The User Interface (UI) is expected to meet the requirements of a major national application and IMPEL reserves the right to review the UI using their contracted UI/UX specialists.

These services include but are not limited to:

- User Interface (UI) and User Experience (UX) consultation taking into account existing functional requirements.
- Template design and development with a focus on mobile-first presentation.
- Online Brand Guidelines.
- Accessibility design requirements to include:
  - *Colour contrast between text and background elements*
  - *User correct visual hierarchy in header elements to indicate their importance on a page*
  - *Using helpful link text that describes the action that will be taken when you click*
  - *Use of mark-up rather than imagery to illustrate content on a page*
  - *Consistent use of buttons across a site*
  - *Use of breadcrumbs or other location indicators on a page*

Page | 15

       o   *Offer an explanation of any unclear words or terms*
- English Language. Translation to other official EU languages will be needed. The structure to do this is expected as part of the design requirements. IMPEL anticipates that its members will provide the necessary translated text.
- Graphical design of site-wide elements.

It is expected that the site will be fully responsive and provide a service on a range of mobile devices including tablets and mobiles.

5. Format of Response

Clarifications/Enquiries regarding Tender

See Instructions to Tenderers at Appendix A

Award Criteria & Weightings

The contract will be awarded on the basis of the most economically advantageous tender in accordance with the following award criteria and weightings. During the evaluation period clarifications may be sought in writing (including e-mail) from tenderers. IMPEL may, at its discretion, request meetings with individual tenderers during the evaluation period for the purposes of clarifying any aspect of the tenderer's proposal. Award of contract may be subject to a presentation and clarification meeting. It would be essential that the key personnel assigned to this contract should be available and present at this meeting.

Tenderer's should include a drawdown for professional services covering a notional 20 days in the first year as set out in the table below.

		Award Criteria	Score
A		**Ultimate Cost** Costs must be submitted as follows: - The total cost of providing a cloud based platform application (and cold storage) including Analysis, Development, Implementation, Testing and Training (min 5 days training initially) - Details of indicative ongoing operational costs of the environment; data and storage costs; network traffic (data transportation) costs	2000

	- Annual Cloud based application Support and Maintenance Cost (including cold storage) quoted as a percentage of the development cost - Drawdown for professional services based on 30 days per year for five years. A Pricing table for daily rates for the various skill sets required – e.g. Senior developer, Database Administrator, project manager etc. is contained within Appendix C for completion - Total Licence cost - Other third party licence costs (including the use of add-ons such as netapp)	

	Award Criteria	Score
B	**Understanding IMPEL's SWEAP App and CMS** • Quality and Suitability of Proposed Solution • Understanding of and proposed delivery approach of the requirements detailed in Section 4 – Security, GDPR, SLA, Development Work • Functional capability and experience in delivering and supporting a Cloud based solution • Quality, quantity and balance of resources offered • Accreditation • Security • Project Management • Training *Minimum Scoring Rule: Must score 60%*	5000
C	**Quality and level of Support and Maintenance of solution** *Minimum Scoring Rule: Must score 60%*	2000
D	**Project delivery timelines** *Minimum Scoring Rule: Must score 60%*	1000

Tenderers should note that they must achieve a minimum rating of **60%** for qualitative criterion (B), (C) and (D) in order to avoid elimination from the competition. Please note that in relation to criterion (A), tenders will be scored in inverse proportion to the maximum score, which will be allocated to the lowest cost valid tender not previously eliminated on qualitative grounds.

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated above. This will enable the awarding authority to assess fully the extent of their offers.

Criterion A: Ultimate Cost

- **Annual Support and Maintenance Charges**

The annual support costs of the Cloud based platform application as submitted on the Form of Tender at Appendix I must be calculated as a percentage of the Total Development Cost of the Application. Please be reminded that for evaluation purposes, the **Ultimate Cost of System** will include 5 years of these submitted Annual Support costs.

Any Licences provided by IMPEL will be added to ultimate cost of the system.

- **Ultimate Cost of system**

After the Ultimate Cost is calculated as described above, the following formula will be used to calculate the score for Ultimate Cost':

- o The tender with the lowest Ultimate Cost (UC) responsive valid tender will be allocated the maximum marks available. All other tenders will then be compared against that lowest cost and allocated a proportionate percentage of that maximum mark.

UC Maximum Points x Lowest Ultimate Cost responsive valid Tender / Ultimate Cost "Company A" = Tender "Company A" score under Ultimate Cost

Criterion B: Understanding IMPEL's SWEAP App

- See Section 4 and Associated Appendices. IMPEL will require demonstration of an understanding, and proposed delivery approach of the requirements detailed in Section 4.
- The likely timescale including a realistic resource plan is required.

- Functional capability, experience and accreditation.

- Understanding and experience of Security development lifecycle and assurances.

Criterion C: Quality and Level of Support and Maintenance of solution

- See Section 4.   IMPEL will require a description of the level of support which will be applied to this specific solution.

Criterion D: Project delivery timelines

- IMPEL require the system be live by 1 October 2024, so the tenderer should indicate their ability to meet this business deadline. If this deadline is not achievable, the tenderer must indicate what portion of the solution they can provide by this deadline, and what resource availability will be delivered.

Tie-Break Rule

In the event that there are two or more tenderers that obtain the same total marks, the following tie-break rules will be adopted:

If the evaluation results in a tie between two or more tenders, then the tender with the highest overall 'Qualitative' score (B, C and D) shall be deemed the Most Economically Advantageous Tender.

6. Appendix A – Instructions to Tenderers

1. Sufficiency & Accuracy of Tender

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of this tender.

2. Tender Documents - Ambiguity, Discrepancy, Error, Omission

Where tenderers consider that they are missing any documents which would prevent the submission of a comprehensive tender please contact Katie.Olley@sepa.org.uk.

Tenderers are required to inform IMPEL of any ambiguity, discrepancy or error in the Tender Documents. IMPEL shall, upon receipt of such notification, notify all Tenderers of its ruling in respect of any such ambiguity, discrepancy, error or omission. Such ruling shall be issued in writing and shall form part of the Invitation to Tender.

3. Closing Date and Time for Receipt of Tenders

The deadline date for receipt of Tenders is 5 August 2024, 17:00 UTC.

4. Queries

- All queries, clarifications from Service Providers relating to a tender must be channelled directly to Nancy.Isarin@sweap.eu

- The responses must be by email only in pdf format.   All requirements should be responded to in the same numbering order as they are presented.

- Contract awards notices will be published through the Email Account Katie.Olley@sepa.org.uk

All queries must be submitted before 26 July 2024, 17:00 UTC to enable issue of responses to all interested parties.

5. Qualification of Tenders

Please note that qualifications to a Tender may be considered a counteroffer and may render the tender invalid.

6. Tender Submissions

The completed Tender shall be emailed as described by the **Deadline Date for Receipt of Tenders**: 5 August 2024, 17:00 UTC.

Tender Enclosed

Tender to host a secure and GDPR compliant application for the recording of European waste shipment inspections

Delivery to: Katie.Olley@sepa.org.uk

IMPEL will acknowledge receipt of all tenders.

Late tenders cannot be considered.

7. Extension of Tender Period

IMPEL reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by giving notice by email to Tenderers before the original closing date.

8. Modifications to Tenders prior to the Closing Date for Receipt of Tenders

Modifications to Tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted by email before the closing date for receipt of tenders.

Any modifications received after the closing time for receipt of tenders will be returned to the tenderer unopened.

9. Cost of Preparation of Tender

IMPEL will not be liable for any costs incurred by tenderers in the preparation of proposals or any associated work effort. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings or make a presentation of their Tender.

10. Tender Validity Period

To allow sufficient time for Tender assessment a Tender Validity period of 12 months is required, this period commencing on the closing date by which the Tenders are to be returned.

11. Currency

Tender prices must be submitted in Euro only. All invoices and payments will be in Euro only.

12. Confidentiality

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose.

Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

13. Conflict of Interest

Any conflict of interest involving a tenderer (or tenderers in the event of a consortium bid) must be fully disclosed to IMPEL. Any declarable interest involving the tenderer and employees of IMPEL or their relatives must be fully disclosed in the response to this tender competition. Failure to disclose a conflict of interest may disqualify a tenderer or invalidate an award of contract, depending on when the conflict of interest comes to light.

14. Freedom of Information Requests

Each of the parties will undertake to use their reasonable endeavours to hold confidential any confidential information received from the other party, subject to IMPEL's obligations under law. The Tenderer will agree that, should it wish any confidential information supplied by it to IMPEL not to be disclosed, because of its commercial sensitivity, it will, when supplying such information, identify same and specify the reasons for its sensitivity. IMPEL will consult with the Tenderer about such sensitive information before making a decision regarding release of such information. However, IMPEL will give no undertaking or assurance that such information will not be released and the final decision on whether or not to release such information rests with IMPEL under the applicable legislation.

15. Tax Clearance Certificate

It will be a condition for award of the contract that the successful tenderer(s) can promptly produce a current Tax Clearance Certificate if requested.

Tenderers may be asked to submit a signed statement that the company and all proposed sub-Contractors (if applicable), or consortium members (if applicable), are able to produce a valid Tax Clearance Certificate.

16. Confidentiality of Evaluation

After the official opening of Tenders, information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of contract will not be disclosed to Tenderers or other persons not officially concerned with such process until the award of contract to the successful Tenderer has been announced and in conformity with national law.

17. Clarification of Tenders

IMPEL may ask Tenderers for clarification of their Tenders, including breakdowns of unit prices. No change in the price or substance of the Tender shall be sought, offered or permitted. To assist in finalising the tender evaluation, selected tenderers may be invited to attend clarification meetings with IMPEL.

18. Correction of Errors

Where there is a discrepancy between amounts in figures and words, the amount in words shall apply.

Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price will normally govern.

The amount stated in the tender form will be adjusted by IMPEL in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined shall have their tender rejected.

The above procedure shall be binding upon the tenderer and a tenderer not accepting the correction of their tender as described above shall have their tender rejected.

19. Change in the Composition of a Tender

IMPEL reserves the right, but is not obliged, to disqualify any Tenderer that makes any change to its composition after submission of a Tender.

20. Interference

Any effort by the tenderer to unduly influence IMPEL, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the Award of Contract shall have their tender rejected.

21. Notification of Tender Evaluations

Following tender evaluation, all tenderers will be informed formally of the outcome in accordance with EU procurement law requirements.

22. Award of Contract

In accordance with the procurement regulations IMPEL will not award the contract for a period of at least 14 days (where notification is sent via electronic means) or 16 days (if notification is sent by other means) after notification of the outcome is sent to tenderers.

It should be noted that it is standard practice for the Client to include the price of the winning tender or the range of prices of tenders received to its funders, including the European Commission.

IMPEL reserves the right not to proceed with the competition at any stage or not to award a contract.

23. Payment

All quotations and terms of payments shall be in Euro only. Payment for any orders will be on foot of invoices for each completed part of order and made only after delivery and inspection. Invoices should be forwarded to the "Bill to Address" on the purchase order and quote the purchase order number. Invoices that do not contain a purchase order number will be returned to the supplier unpaid. Detailed invoicing arrangements will be agreed with the successful supplier(s)/service provider including arrangements for staged payments.

24. Award to runner up

If for any reason it is not possible to award the contract to the designated successful tenderer emerging from this competitive process, or if having awarded the contract, the contracting authority considers that the successful tenderer has not met its obligations, the contracting authority reserves the right to award the contract to the next highest scoring tenderer on the basis of the terms advertised. This shall be without prejudice to the right of the contracting authority to cancel this competitive process and/or initiate a new contract award procedure at its sole discretion.

25. Consortia and Prime/Subcontractors

Where a group of undertakings submit a tender in response to this contract notice IMPEL will deal with all matters relating to this procurement competition through the entity which will carry overall responsibility for the performance of the contract only ("Prime Contractor"), irrespective of whether or not tasks are to be performed by a subcontractor and/or consortium members. The Tenderer must clearly set out:

a. The full legal name of the Prime Contractor together with its registered business address (where applicable), registered business name (where applicable), company registration number (where applicable), telephone and e-mail contact details;

b. The names of all subcontractors and/or consortium members who will be involved in the provision of the contract;

c. A description of the role to be fulfilled by each subcontractor and/or consortium member; and

d. The name, title, telephone number, postal address and e-mail address of the nominated contact person authorised to represent the Prime Contractor, within the organisation of the Prime Contractor, to whom all communications shall be directed and accepted until this procurement competition has been completed or terminated. Correspondence from any other person (including from any other subcontractor and/or consortium member) will not be accepted, acknowledged or responded to.

Tenderers should note that the information contained in this document is not exhaustive and is without prejudice to the applicable national (Belgian) and EU law.

7. Appendix B – Form of Tender

To: IMPEL

1. We are hereby tendering on the basis of the information contained in this tender document and we understand and acknowledge that the essence of tendering is that the IMPEL shall receive bona fide competitive tenders from all economic operators tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the prices tendered by or under or in accordance with any agreement or arrangement with any other person.

2. We also certify that we have not done and we undertake that we will not do at any time of the following acts;

  (i) Communicate to a person other than the person calling for this tender the amount or approximate amount of our proposed prices.

  (ii) Enter into any arrangement or agreement with any other person that he shall refrain from tendering or as to the amount of any proposed prices to be submitted.

  (iii) Offer or pay or give or agree to pay any sum of money 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 tender or proposed tender for the said work any act or thing of the sort described above.

  In this Form of Tender the word "person" includes any persons and any body or association, corporate and unincorporated, legal or natural and "agreement" or "arrangement" includes any such transaction, formal or informal, and whether legally binding or not, and the plural includes the singular.

8. Appendix C – Pricing Schedule

I/we having read the above specification and the attached General Terms and Conditions for the Purchase of Services hereby agree to host a secure and GDPR compliant application for the recording of European waste shipment inspections at the following rates:

Costs For Evaluation	Price
Costs must be submitted as follows: i. The Total cost of providing a cloud based platform (and cold storage) and application including Analysis, Development, Implementation, Testing and Training (min 5 days training initially) ii. Annual Cloud based platform and application Support and Maintenance Cost quoted as a percentage of the development cost. (5 years of this cost will be used for evaluation purposes) iii. Annual Licence Cost (5 years of this cost will be used for evaluation purposes) iv. Other third party licences (5 years of this cost will be used for evaluation purposes) v. Cost of 150 draw down days for the future development of the system over 5 years. The 150 days effort used in the calculation are a notional work effort over 5 years for the completion of low to medium complexity system developments and enhancements to enable assessment of costs in tender evaluations only, and are no guarantee of work to be awarded under this framework agreement. Please use the 'Typical Development Project Roles' table below to calculate the total for this cost.	
Ultimate Cost for evaluation will be i + (ii *5) + (iii * 5) + (iv * 5) + v	

Typical Development Project Roles	Weight	Daily Rate	Calculation	Value
Project Manager	10%	€ A	A x 0.1	€V1
Functional Consultant	40%	€ B	B x 0.4	€V2
Technical Consultant and/or Developer	30%	€ C	C x 0.3	€V3
Database Administrator	20%	€ D	D x 0.2	€V4
Total cost for 1 day	E = V1 + V2 + V3 + V4			
Total Cost (F) for a notional 30 days annually for 5 years added to ultimate cost calculation	F = (E x 30) x 5			

These prices are in Euro exclusive of VAT

I undertake to enter into a contract with you for the execution of the service if required. Your acceptance of this Tender may be communicated to me by email by an IMPEL representative.

Tenderer's Name	
Address	
Email Address (es)	
Date	
Name (Block Capitals)	
Position in Company	

9. Appendix D – SWEAP Project Current Architecture

Current SWEAP Architecture