

**Invitation of tenders:  
Open Data DK – hosting and support**

**2024**

## **1. Introduction**

This document describes the process for tendering and requirements for a contract regarding hosting and support of [www.opendata.dk](http://www.opendata.dk)

This tender is carried out because the current contract for hosting and support of [www.opendata.dk](http://www.opendata.dk) expires on 30.06.2024.

The contract commences on 01.07.2024 and remains in effect until 30.06.2027 with an option to extend the contract another three years in this period 01.07.2027- 30.06.2030.

Open Data DK has announced the material on [www.udbud.dk](http://www.udbud.dk).

## **2. Requirements and deadline**

Tenders must be received by Open Data DK no later than 22.04.2024 and must be maintained for at least three months from this date.

The tender with associated annexes must be written in Danish or English and must be dated and signed by the tenderer.

The tender must include one PDF file containing all documents.

Open Data DK is not responsible for costs in connection with the preparation of tenders. The submitted tenders are the property of Open Data DK.

The requirements for hosting and support of [www.opendata.dk](http://www.opendata.dk) are described in Appendix A.

## **3. Evaluation**

Once the tenders have been received, a concrete assessment of the received tenders will be made, and on this basis, it will be decided which supplier will be awarded the contract.

The award criterion is the best price-quality ratio. The contract will therefore be awarded to the tenderer that has submitted the most economically advantageous tender based on the best price-quality ratio. The three sub-criteria – Quality, References and Price – will be weighted equally.

### **Quality (technical value):**

The evaluation of the Quality criteria will be based on the assessment of technical value, with a focus on functionality, availability and innovation characteristics, and conditions hereof.

More specific Quality will be evaluated on the basis of the following sub-criteria:

1. The tenderer shall describe the task solution including all the requirements in Appendix A. This is done by filling in Appendix A based on the described scala (1-4). In addition, it is possible to describe how the requirements will be met in a separate document. Please reference the requirement numbers clearly. The total length of the document must not be more than 2 normal pages.
2. The tenderer shall describe the future setup for [www.opendata.dk](http://www.opendata.dk). This description must not be more than ½ normal page.

The responses to the requirements will be scored according to the scale described in Appendix A. At equal score, the description of the proposed solution will be used to determine the best fit.

#### **References:**

References from similar and relevant assignments. References within CKAN or other open-source management systems will be awarded.

References that describe experiences with supporting and delivering systems in Danish will be awarded.

References showing experiences with daily coordination and/or communication in Danish will be awarded.

The tender must contain 2 or 3 references and each reference must be a maximum of 1 normal page. The references must contain the contact information, telephone number and email address of the contact person.

#### **Price:**

The sub-criterion Price will be evaluated on the basis of the price stated in the tender. When assessing this criterion, emphasis is placed on the lowest total price. The prices must be stated in Appendix B, where all the yellow fields in the excel sheet must be filled in. Prices must be stated in EUR, excluding VAT.

## **4. Time schedule**

The call for tenders is expected to follow the schedule below:

12.04.2024	Deadline for questions
16.04.2024	Deadline for answers
22. 04.2024	Deadline for submission of tender (mailbox: <a href="mailto:info@opendata.dk">info@opendata.dk</a> )
Approx 01.06.2024	Expected signing of contract
First week of June	Kickoff meeting
01.07.2024	Start of contract

## 5. Terms of contract

This section describes contractual conditions for the collaboration. The terms in this section are part of the future contract and cannot be deviated from throughout the contract period.

The tenderer must send a draft of a contract together with the tender. This draft contract must include matters other than those described in this section. The draft contract will not be included in the evaluation.

- As described in section 1, there is an option to extend the contract for three years. The supplier will be notified of a possible extension at least 3 months before the contract expires (30.06.2027).
- Once a year, a meeting is scheduled where cooperation and other matters relating to the contract is discussed. Open data DK takes the initiative for this meeting.
- Open Data DK can terminate the hosting and/or support agreement with a notice period of three months at any time or the agreement can be terminated without warning in cases of a substantial breach of the agreement or, even with no substantial breach, the agreement is repeatedly defaulted.
- Any provision of this agreement, which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.  
Termination of this agreement, for any reason, shall not affect the accrued rights, remedies, obligations, or liabilities of the parties existing at termination.
- This hosting and support contract can be assigned to another organization under the same terms as offered to the original contracting party if Open Data DK is merged with or acquired by that organization.

- The contract is amended upon written agreement of the parties and in accordance with the legislation of Denmark.
- Any disputes arising from the performance of this contract shall be settled by means of negotiations. If unresolved, the disputes shall be settled in Denmark, in the court of Aarhus.
- Legislation in force in Denmark will be applied to the contract.
- Upon cancellation or expiry of the contract due to any reason, the rights, and obligations of the parties, with the aim of regulating their conduct after the expiry of the contract, will remain in force.
- All notices by the parties pertaining to the contract must be submitted in a format which can be reproduced in writing. Notifications of informational nature may also be made via telephone.
- At the end of the contract, it is a requirement that the supplier must cooperate with a new supplier if the area of the contract is transferred to a new supplier.

Payment terms:

Invoices must be sent per email to [info@opendata.dk](mailto:info@opendata.dk) og [itkstab@mkb.aarhus.dk](mailto:itkstab@mkb.aarhus.dk). VAT number and Reverse charge VAT must be stated on invoices.

Open Data DK sends payment 30 calendar days after the supplier sends the payment request (invoice). The last payment day is thus the day the invoice is sent plus 30 calendar days.

If the last timely payment day does not fall on a working day, the next working day will then be the last timely payment day.

The above payment terms are the starting point for payments from Open Data DK. To the extent that other payment deadlines are set via legislation or the like, these are used.

The invoice amount is debited from Open Data DK's bank account on the last timely payment day and credited to the supplier's bank account in accordance with the applicable rules and agreements for this.

Open Data DK does not pay any kind of fees.

Human rights and labor rights

The supplier and its sub-suppliers must comply with basic human rights, including ensuring the UN Declaration of Human Rights and the European Convention on Human Rights.

The Supplier must ensure that employees of the Supplier and any sub-suppliers who contribute to the fulfillment of the contract are guaranteed salary (including special benefits), working hours and other working conditions that are no less favorable than those that apply to work of the same type. This must be in accordance with a collective agreement entered into by the most representative labor market parties within the professional area in question, and which applies to the entire Danish area. Reference is made to ILO Convention No. 94.

The supplier and its sub-suppliers must comply with ILO conventions regarding labor rights, including the following ILO conventions:

- Forced Labour Convention (ILO-Convention no. 29 og no. 105)
- Equal Remuneration Convention and Discrimination (Employment and Occupation) Convention (ILO-Convention no. 100 og no. 111)
- Minimum Age Convention and Worst Forms of Child Labour Convention (ILO-Convention no. 138 og no. 182)
- Freedom of Association and Protection of the Right to Organise Convention (ILO-Convention no. 87, no. 98 og no. 135)
- Occupational Safety and Health Convention (ILO-Convention nr. 155)

These commitments support principles 1, 2, 3, 4, 5 and 6 of the UN's Global Compact.

## 6. Questions

Questions can be submitted in writing to Open Data DK – [info@opendata.dk](mailto:info@opendata.dk)

Questions and answers will be circulated to all tenderers in anonymized form. Questions received before 12.04.2024 will be answered. After this date, no questions will be answered, and no other changes will be made to the material.

## 7. Checklist

The tender must contain following:

- Description of the **Quality** criterion according to the description of the requirements in section 3. More specifically, Quality will be evaluated on the basis of the following sub-criterion elements:
  1. Description of the task solution including all the requirements in Appendix A. This is done by filling in Appendix A based on the described scala (1-4). In addition, it is possible to describe how the requirements will be met in a separate document. Please reference the requirement numbers clearly. The total length of the document must not be more than 2 pages.

2. The tenderer shall describe the future setup for [www.opendata.dk](http://www.opendata.dk). This description must not be more than ½ normal page.
- **References** according to the description in section 3. The tender must contain 2 or 3 references and each reference must be a maximum of 1 normal page. The references must contain the contact information, telephone number and email address of the contact person.
  - **Prices** according to the description in section 3 (fill in prices in schedule – appendix B)
  - **A draft contract** that describes conditions in addition to section 5 'Terms of contract'. The draft contract will not be included in the evaluation.

## 8. Appendix

Appendix A – Requirement specification and quality criterion (technical)

Appendix B – Pricing schedule

Appendix C - Contractual Clauses in order to GDPR data processing