



encevo

Request for Proposal

MERCURY Project

Encevo Group New Intranet

Table of content

1	EXECUTIVE SUMMARY	1
2	CURRENT SITUATION/BACKGROUND AND CHALLENGE	2
2.1	The current Intranet from a front-end user view	2
2.2	The current Intranet from a back-end webmaster, editor, contributor view	2
3	OUR VISION.....	2
4	REQUIREMENTS.....	3
4.1	Introduction	3
4.2	Encevo Group Requirements.....	3
4.3	Reference Documents	3
5	PROJECT OVERVIEW	4
5.1	Objectives of the project.....	4
5.2	Technical Background.....	5
5.3	Project Duration	5
5.4	Project Structure	5
6	PROJECT SCOPE	6
6.1	In scope.....	6
	6.1.1 Geographical scope	6
	6.1.2 Organizational scope.....	6
6.2	Out of scope.....	6
6.3	Performance requirements.....	6
7	PROJECT REQUIREMENTS.....	7
7.1	Technical Considerations.....	7
7.2	Architecture and Security Principles	7
7.3	Project Status Reporting	8
7.4	Security	8
7.5	Acceptance/Testing.....	8
7.6	Project Management.....	8
7.7	Documentation and language	9
7.8	User Training.....	9
7.9	Maintenance Support.....	9
8	PROPOSAL PROCESS.....	9
8.1	Service Provider’s understanding of the RFP	10
8.2	Good Faith Statement.....	10
8.3	Service Providers’ Inquiries.....	10
8.4	Proposal submission	10
8.5	Schedule of events.....	11
8.6	Selection and Notification.....	11

9	PROPOSAL PREPARATION INSTRUCTIONS.....	12
9.1	Evaluation Criteria.....	12
9.2	Structure of proposal.....	13
	9.2.1 Service Providers' Qualifications.....	13
	9.2.2 Service Provider's understanding of the RFP.....	14
	9.2.3 Proposed solution architecture and necessary IT Infrastructure.....	14
	9.2.4 Proposed Approach to answer the expectations.....	14
	9.2.5 Proposed Detailed Project Plan.....	14
	9.2.6 Expected roles and responsibilities.....	14
	9.2.7 Project handling.....	14
	9.2.8 Project Team.....	15
	9.2.9 Project References.....	15
	9.2.10 Pricing.....	15
	9.2.11 Invoice.....	15
10	BACKGROUND INFORMATION – OUR ORGANIZATION	16
10.1	Encevo S.A. – Strategy, governance, support.....	16
10.2	Enovos Luxembourg S.A. – Natural gas, electricity and services.....	17
10.3	Creos Luxembourg S.A.....	18
10.4	Enovos Deutschland SE.....	19
10.5	Creos Deutschland GmbH.....	20
11	TERMS AND CONDITIONS.....	21
11.1	Offer Validity.....	21
11.2	Negotiations.....	21
11.3	Term of contract.....	21
11.4	Place of Work.....	21
11.5	Costs.....	21
11.6	No Liability.....	22
11.7	Intellectual Property.....	22
11.8	Governing Law.....	22
11.9	Entire RFP.....	22

1 Executive summary

The purpose of this project aims to put in place a new solid Intranet media solution, both on the user- (layout, functional, content) and the Infrastructure side, for all the entities of the Encevo Group.

The new Intranet is a must in order to update the quality of information storage, information availability and transparency to all employees of the Encevo Group taking also into the consideration the new technological trends in the field of Intranets.

The current Intranet has been in place since December 2009, certain add-ons (HR & REFM portals) have been developed over time but no fundamental action in regards to the current corporate structure and its communicational requirements has been taken.

The chosen approach from technical side needs to match with the functional requirements presented here below with the key output:

- One common Encevo Group Intranet with specific company layouts and content profiles,
- One single point of entry for specific Encevo Group corporate applications.

This project will be invoiced on a fixed-price basis by the selected Service Provider (see Pricing conditions on chapter 9).

2 Current situation/background and challenge

2.1 The current Intranet from a front-end user view

- Technologically and functionally out dated and not able any more to meet the uprising demands from the various business departments,
- The search engine doesn't work properly,
- The intranet has no responsive design,
- The users/employees have no access (internal and external) from their business and/or private mobile phone/device,
- Not intrusive,
- No user authentication (no unbundling),
- One-way communication only (top-down).

2.2 The current Intranet from a back-end webmaster, editor, contributor view

- Only optimized for Internet Explorer,
- Content Management tool out of date and response time too long,
- The capacity of data storing is low,
- The phone directory is not based on corporate master data (-> Based on an Excel List),
- No analytics & monitoring tool is installed,
- Static interface, no dynamic content storage with data bases,
- No drag and drop function to upload files.

3 Our vision

The work should be structured into "Work Packages" (WPs) with a defined content and a defined output. It is up to the Service Provider to deliver the defined output at the required quality. Encevo is giving the full autonomy to come with the proposal of the packages structure and the approach to use for this project. For Encevo Group it is highly important that the project is finalised by the **end of December 2018** and deliver intermediary results.

Continuity in consultancy support and compliance with deadlines must be ensured during the whole period of performance. This implies that the same consultants be retained for the full period of performance, unless both parties (Encevo and the Service Provider) agree to substitution.

Subcontractors and/or joint ventures between several service providers must be clearly identified in the main service provider proposal. Encevo will have only one main interlocutor that will be responsible for the complete project and liable for any sub-contractor.

Although the Service Provider will be responsible for the work packages delivery, the coordination of the project activities will be done by a resource from Encevo. It is up to the Service Provider to define a team lead to coordinate his own team (or Service Provider Project Manager).

Encevo is not liable for any costs the Service Provider incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract. Encevo reserves the right to end negotiations with the Service Provider at its sole discretion at any time.

The full project needs to be completed by **31st December 2018**.

4 Requirements

4.1 Introduction

This RFP provides Service Providers with the relevant operational, performance, application, and architectural requirements of the system.

It therefore calls on the part of Service Providers the reading of all documents referred in, the submission of questions and the proposal.

Definitions:

- “Service Provider”: The firm providing proposals for the supplies of services requested under this RFP,
- “Subcontractor”: The firm executing the services requested under the RFP and awarded to the Service Provider in the form of a subcontract with the Service Provider,
- “Completion”: Delivery of all work packages and deliverables under the RFP and later the Service Level Agreement to be agreed on between Encevo and the Service Provider,
- “SLA”: the Service Level Agreement to be agreed on between the Service Provider and Encevo,
- “Solution”: Structure of the requested project requirements in the work packages and the deliverables (following the chapter 4.2).

Below mentioned is the full list of requirements that need to be structured in the work packages by the Service Provider and then to be delivered accordingly. The delivery order is not fixed and it is up to the Service Provider to define an accurate planning taking into account that all of them must be finished by **31st December 2018** being the fixed Completion date.

4.2 Encevo Group Requirements

Please find here attached an Excel file in the module MoSCow matrix: Appendix 1: (file source: MERCURY Encevo Group New Intranet Business Requirements.pdf):



MERCURY Group
Encevo New Intranet

4.3 Reference Documents

Service Provider’s proposal will be based on the following documents, referenced as below:

#	Name of the document	Content	Source	Reference
1	RFP	RFP for the Project MERCURY	Corporate Projects and Local IT Encevo, Corporate Communication, Grid Communication, Communication Enovos DE, Communication Creos DE, Legal Department, Group HR, REFM, Procurement & Logistics	MERCURY Encevo Group New Intranet RFP.pdf
2	Appendix 1	Business requirements for the Project MERCURY	Corporate Projects and Local IT Encevo, Corporate Communication, Grid Communication, Communication Enovos DE, Communication Creos DE, Legal Department, Group HR, REFM, Procurement & Logistics	MERCURY Encevo Group New Intranet Business Requirements.pdf
3	Appendix 2	SLA template for the Project MERCURY	Corporate Projects and Local IT Encevo, Corporate Communication, Grid Communication, Communication Enovos DE, Communication Creos DE, Legal Department, Group HR, REFM, Procurement & Logistics	MERCURY Encevo Group New Intranet SLA template.pdf

By submitting the offer, the Service Provider confirms the good receipt of all those documents.

5 Project Overview

5.1 Objectives of the project

- More flexible and user-friendly solution from a technology and functional point of view done in the User Centric approach*,

** User centric approach = The user-centric approach, begins with the questions of "what do we need to communicate, to whom, and to what degree of depth? It is a clear identification and analysis of the users' real needs and the way they look/search for information on the Intranet. That helps to develop/relaunch an Intranet that meets the needs of the Business.*

- Improved internal communication performance in the sense of motivation, two way communication rather than top-down communication only, messaging for working groups (other than e-mails), collaboration, mutual social behavior between colleagues and optimized access to dedicated document archives,
- The new Intranet has to be modern, practical and programmed in "Responsive Design"** in a way that at any time every single user is able to consult his company and Group news (Encevo, Enovos or Creos) on any device (from internal and external).

*** Example of Responsive web design (RWD).*



5.2 Technical Background

TECHNICAL					
System flexibility	• Systems needs to designed with a high degree of flexibility				Must
Performance	• Data display on client interfaces shall be updated within 5 seconds from when data is requested				Must
System reliability	• System must be available during business hours, (in case of problems IT needs to provide the support)				Must
Single Sign On SSO	• Profile driven with SSO-login – (personalisation and customisation, different home screens for Creos employees than for Encevo or Encevo employees)				Must
Download function	• Ability to download any intranet content into PDF format with a simple "click"				Should
Logical document storage system	• Documentation needs to be stored easily • Use metadata to aid categorisation and searching				Must
Possibility to share page (via email)					Should
Possibility to generate a page or content in PDF					Should
Possibility to push information to internal TV screens					Should
Push notifications alert system	• Short message to be shown on the front page in exceptional circumstances and for a limited period of time				Must
Breadcrumb navigation					Should
An agenda calendar function (Shared with the users' Outlook)	• Information about ex. Company events, seminars or important meetings, showing start and end time/date, title, description (possibly with a link)				Must
Possibility for the user to add his specific topics (such as training dates) in his personal calendar on his intranet homepage					Should
Access on all mobile device (responsive design, incl. private devices) and from external (e.g. for workforce having no e-mail and no AD recognition)	• Access via a secure channel compatible with the ENCEVO solutions and complying to Security Architecture and Guidelines • Compatibility with our Mobile Device Management System • Allow system to be scalable for future functionalities such as extranet				Must
Security	• Ability to restrict access download to data when accessing for remote • Access and actions auditing and monitoring • Ability to Classify Data (document and data accessed)				Must
Operations	• Support Virtualisation Hosting • Compatible with Encevo Backup Solution • Monitoring compatible with Encevo Solution				Must
Multibrowser-friendly (Explorer, Firefox, Chrome, Safari, ...)					Must
Ability and agreement to open API to interface	• With news provider, meteo, etc... Able to interface with external partners				Must
Integration with Microsoft Active Directory	• User data from Active Directory will be used for access control • Authentication in Forest with Multiple Domains				Must
A chat tool/software to interact in real-time (ex. Cisco Jabber)					Should
Architecture and security principles	Please refer to the chapter 7.1 and 7.2 of the RFP document ("MERCURY Encevo Group New Intranet RFP.pdf")				Must

5.3 Project Duration

It is up to the Service Provider to propose a planning taking into account that the project must be delivered by **31st December 2018**.

5.4 Project Structure

The project will be led by an Encevo Project Manager. She/He will be the interface between the Service Provider and the Encevo key users (Business users, IT users, Encevo IT supports team, Testers, Teams members...).

The Service Provider shall specify the profiles or mix of profiles it proposes for each work package. However, the following specific qualifications are required:

- An extensive knowledge of and a strong experience in Intranets, mobile technologies, apps, social media, and corporate media tools,
- A practical experience in configuration and use of corporate Intranets and other corporate communication tools as well as a functional and technical experience in similar successful projects,
- The ability to communicate clearly, both orally and in writing, in English as a leading language (with French and/or German as the second one) with Business users, Executive users and IT users,
- The ability to summarize the IT and technical language into a functional business language,
- Show practical experience in project management of corporate Intranet projects,
- The ability to clearly present the results and conclusions to Encevo personnel from the working to the highest level,
- The services will be supervised by the Encevo Project Manager,
- The project team will be proposed by the Service Provider and validated by Encevo.

6 Project Scope

6.1 In scope

6.1.1 Geographical scope

Project location will be at the Encevo site in Esch-sur-Alzette (Luxembourg). Some dedicated workshops will take place in: Strassen (Luxembourg), Saarbrücken (Germany) and Homburg (Germany).

6.1.2 Organizational scope

One single Encevo Group Intranet media solution for following Group entities:

- Encevo,
- Enovos Luxembourg,
- Enovos Belgium,
- Enovos France,
- Leo,
- Creos Luxembourg,
- Enovos Deutschland.
- Enovos Energie Deutschland,
- Enovos Power,
- Enovos Renewables,
- Enovos Renewables O&M,
- Enovos Storage,
- Enovos Properties,
- Creos Deutschland.

6.2 Out of scope

- Additional meta data management by communication team,
- Manual update of the phone directory by Corporate Communication,
- Proofreading by communication team of the texts published by the contributors,
- “Full” Document Management System,
- Full implementation of a collaboration platform to share documents among employees.

6.3 Performance requirements

All the developed applications must run with a decent response time based on the current IT architecture.

7 Project Requirements

7.1 Technical Considerations

While several technical architectures could be considered, these chapters highlight some architectural requirements to be addressed in your proposal. Encevo will invite the suppliers to participate to a technical workshop in the beginning of the tendering process in order to:

- Present their recommended technical architecture
- Receive feed-back from Encevo technical architects in order to adjust their proposition, if needed.

7.2 Architecture and Security Principles

- Hosting: the supplier is required to offer both cloud / dedicated hosting and in-house hosting. For cloud / dedicated hosting: all data must be stored inside EU and comply with GDPR Regulation
- In the case of Cloud Hosting the processes of data reversibility and claiming should be precised and cost model clearly defined
- Authentication on the Intranet should be based on active directory (multi-domain). Signing in into the system must not require installation of a VPN client programme or other complex VPN technologies. Users must be able to sign into the intranet anywhere and anytime using the browser
- Intranet will open on the user's browser immediately without the need to enter a username and password when the user works in the internal network
- Extranet users will not be included in the system in the initial phase, but the implementation must provide support for this in case of future need
- If documents management and workflows functionality is part of the offer, it should be based on Sharepoint, Microsoft Office and Exchange. However, Sharepoint should not necessarily be used as web content management system provided the CMS offers a good integration with Sharepoint
- Instant messaging: the Encevo solution is Jabber and can be integrated in the intranet solution with SDK
- Information Security : the CMS should be able to manage metadata reflecting the information classification, the Encevo entities concerned, the language, as well as different roles/access profiles to stick to the "need-to know/need to do" and "least privilege" access principles.
- The solution must allow auditing and tracing of the activities performed, by admins or users.
- The solution should provide ways to restrict download of more sensitive information (based on the metadata principle explained above)
- The CMS should be able to manage the contents to be published on the intranet as well as on the app
- The app should support iOS and Android and be published on Apple Store and Google Play. A support contract should be proposed in order to ensure the compatibility with new mobile operating systems versions and support new mobile features
- The app should be able to access corporate data through a web application firewall and allow SSL sessions break
- The authentication on the app should be based on the active directory and support advanced authentication methods like fingerprint or facial recognition
- Browsing experience : the intranet should have a responsive design and be supported on major browsers (Internet Explorer, Safari, Google Chrome, FireFox)
- Intranet platform maintenance : the different components of the intranet platform should follow the evolution of the underlying technologies both at server and client sides
- The intranet platform should be accessible through Citrix,
- The solution should deliver as much as possible Self Service Functionality for End users and Webmaster (recover of files, reset password, storage capacity reporting),
- The solution should provide data archiving and quota mechanism,

- The licensing mode of the solution should be optimised for a wide range of physical server in a converged infrastructure
- Licensed version of the solution should permit Enterprise Support capability
- The solution should be delivered with a test landscape and “refresh” from Prod to test in a simple and automated way

If deemed necessary, the suppliers are also invited to partner with sub-contractors in order to support the technical requirements.

7.3 Project Status Reporting

The frequency of project status report and project status meeting will be decided on the “Define” Project phase and agreed with the Service Provider. The rule will be written down in the “Project Management Plan”.

For information, the current practices by Encevo are:

- Project Status reports are expected weekly,
- Weekly Status Meeting,
- Monthly PMC² Status Report,
- Using the internal Encevo Group templates and the process PMI (adapted to existing procedure PMC²).

7.4 Security

All the consultants that will work on the project need to be stated in the proposal to allow the project manager to provide security access badge.

If additional consultants will be needed during the project, the Service Provider has to inform the Encevo Project Manager at least one week in advance.

7.5 Acceptance/Testing

Deliverables shall be submitted to the Encevo Project Manager who will accept or reject the deliverables within a period (periods will be defined by the PM depending on the milestone). In the case of rejection the Encevo Project Manager will call a meeting with the Service Provider and submit him a written list of deficiencies which the Service Provider will have ten working days to rectify.

The Service Provider owes the customer the deliverables as defined and as previously stated. These deliverables shall be accepted by Encevo in writing when, in accordance with the requirements of this RFP and the SLA to be agreed on; the solution can be successfully implemented after completion.

7.6 Project Management

An assigned Project Manager will be made available to ensure that the project dimensions (time, scope, and budget) and the Project Management Methodology for Encevo are respected. She/He will ensure the coordination between internal staff and the Service Provider team by respecting the internal Encevo Group procedure: PMC² (following the PMI approach).

The Service Provider shall provide a single point of contact for his team (team lead representative/Supplier Project Manager).

7.7 Documentation and language

All the documentation has to be provided in English. The application language will also be English only.

End user Trainings, workshops, meetings have to be organised either in English, French or German. The Service Provider will provide consultants that are fully mastering these three languages.

7.8 User Training

Encevo will welcome Training models as “Train the Trainer” for Business users and IT users supporting in the future the maintenance of the solution.

7.9 Maintenance Support

The first level support will be assumed by Encevo after the handover is performed.

However Encevo will need to organize a second level support. In that case, a specific request (with two quotations needed):

- Support 24/24 h and 7 days per week
- Support (from 7 am till 7 pm and 5 days per week) will be then issued but it will not be part of the scope of this project.

Please refer to the SLA template: Appendix 2 (file source: MERCURY Encevo Group New Intranet SLA template.pdf):



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Encevo New Intranet

8 Proposal process

Proposals due date is the **1st February 2018**: (herein referred to as “Proposal Due Date”).

Proposals which are received after this due date will not be considered and will be returned unopened.

The proposal must contain the signature of a duly authorized officer or agent of the company submitting the proposal.

Furthermore, the draft of the SLA must be returned as final mark-up at the Proposal Due Date.

If the execution of work to be performed requires the hiring of sub-contractors you must clearly state this in your proposal. Sub-contractors must be identified and the work they will perform must be defined. In your proposal please provide the name, address, and all of the sub-contractors.

Encevo may consider a proposal based upon the use of sub-contractors; however we retain the right to refuse the selected sub-contractors.

8.1 Service Provider's understanding of the RFP

In responding to this RFP, the Service Provider accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to Encevo as necessary to gain such understanding. Encevo reserves the right to disqualify any Service Provider who demonstrates less than such understanding. Further, Encevo reserves the right to determine, at its sole discretion, whether the Service Provider has demonstrated such understanding.

8.2 Good Faith Statement

All information provided by Encevo in this RFP is offered in good faith. Individual items are subject to change at any time. Encevo makes no representations that any item is without error. Encevo is not responsible or liable for any use of the information or for any claims asserted there from.

8.3 Service Providers' Inquiries

Service Providers' Inquiries, questions, and requests for clarification related to this RFP are to be directed per mail to:

E-mail: mercury.rfp@encevo.eu, in CC: service.achats@encevo.eu
Subject: **RFP for MERCURY PROJECT** – Company Name
Attention: **“to Mr. André Mankowski”**

Until 22nd January 2018

Encevo will organize a question and answer session with all the selected providers to provide a written response to each question or request for clarification. All questions, answers will be shared with all recipients. The date of this question and answer session is fixed on **24th January 2018**.

8.4 Proposal submission

Please send us your proposal via email to the following address: mercury.rfp@encevo.eu, in CC: service.achats@encevo.eu

A digital copy on a physical support (USB, CD-Rom, etc.) must be joined additionally.

Attention: Mr. André Mankowski
Subject: RFP for MERCURY PROJECT
Encevo S.A.
2, Domaine du Schlassgoard
L-4327 Esch-sur-Alzette

On or prior to **12 PM (mid-day) on proposal due date: 1st February 2018**.

Unauthorized incoming proposals after the deadline will not be accepted.

Based on the submitted commercial RFP it will be decided which Service Provider is invited to a presentation of the offer.

8.5 Schedule of events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the organization's needs or unforeseen circumstances. Changes will be communicated by e-mail to all invited bidders.

The major dates or milestones are listed below:

#	Activity	Deadline
1	Issuance of RFP	2nd January 2018
2	Questions & Inquiries due before	22nd January 2018
3	Questions and Answer session	24th January 2018
4	Proposal due date	1st February 2018
5	Feed Back to Service Providers	1st March 2018
6	Project Start – Kick Off	15th March 2018
7	Project Deadline	By the end of December 2018

8.6 Selection and Notification

Written notifications will be sent to the Service Providers via mail.

Encevo reserves the right to conduct discussions with Service Providers based on their offers for the purpose of obtaining “best and final offers.” To obtain best and final offers from Service Provider, Encevo may request revised proposals. Encevo will limit any discussions to responsible Service Providers whose proposals were determined to be reasonably susceptible of being selected for award.

9 Proposal Preparation Instructions

9.1 Evaluation Criteria

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organisation. The purpose of this RFP is to identify those Service Providers that have the interest, capability, demonstrated experience and financial strength to supply Encevo with the expected deliverables as described in this document and all reference documents referred in chapter Reference documents.

Proposals that meet the mandatory requirements, as stated above, will be evaluated with the following criteria:

- Suitability of the proposal – the proposed solution meets the needs and criteria set forth in the RFP,
- Expertise in recommending and communicating appropriate technical and aesthetic solutions as evidenced by the proposal and references,
- Candidate Experience – Candidate has successfully completed similar projects and has the qualifications necessary to undertake this project (on company level or team members level),
- Candidate is the expert on the supplier side working on this project together with the Encevo Group project team,
- Value/Pricing Structure and Price Levels,
- Depth and Breadth of Staff – The candidate firm has appropriate staff to develop the site in the time frame needed, (CV's and references per staff members dedicated to this project need to be provided)
- Proposal Presentation –The information is presented in a clear, logical manner and is well organized,
- Mark-up on the SLA template.

Decisional matrix used for this RFP is as following:

	Criteria	Option 1	Option 2	Option 3	Option 4	Option...	weight
1	technical architecture/solution						4
2	content management system proposals						5
3	graphic proposals/user experience						4
4	people involved (inspired/confidence)						3
5	creativity and new concepts						4
6	implementation/change management and regular follow-up						3
7	budget						5
8	timeline						3
	total score						31

Disqualification criteria: total score below: 62 points

quotes	1	unsufficient
	2	poor
	3	fair
	4	good
	5	excellent

Criteria's' description:

	Criteria	Description
1	technical architecture/solution	Please refer to the business requirements file ("MERCURY Group Encevo New Intranet Business Requirements.xlsx")
2	content management system proposals	Please refer to the business requirements file ("MERCURY Group Encevo New Intranet Business Requirements.xlsx")
3	graphic proposals/user experience	Please refer to the business requirements file ("MERCURY Group Encevo New Intranet Business Requirements.xlsx")
4	people involved (inspired/confidence)	Solid clients' Intranet projects references and dedicated core team members background, experience (CVs)
5	creativity and new concepts	Please refer to the business requirements file ("MERCURY Group Encevo New Intranet Business Requirements.xlsx")
6	implementation/change management and regular follow-up	Provider must support actively the client in the Go-Live process, post Go-live phase (with regular client-provider follow-ups)
7	budget	Project cost estimation must be scalable with regards to the business requirements file ("MERCURY Group Encevo New Intranet Business Requirements.xlsx")
8	timeline	Project Go-live by the end of December 2018

Evaluation of the matrix criteria will be done by the project management team (Grid Communication, Corporate Communication, Enovos DE Communication, Creos DE Communication, Group IT, Corporate Projects and Local IT, Grid Services - Procurement and Logistics).

9.2 Structure of proposal

The proposal should content the following Chapters:

1. Service Provider qualifications,
2. Service Provider understanding of the RFP,
3. Proposed Solution Architecture, necessary IT Infrastructure and Security Principles
4. Proposed Approach to answer the expectations,
5. Proposed Detailed Project Plan,
6. Expected roles and responsibilities,
7. Project Team including experience resume,
8. Project References including contact persons,
9. Pricing.

Below are stated the needs of the projects and what the Service Provider should provide and/or demonstrate in its proposal, to be qualified for the project.

9.2.1 Service Providers' Qualifications

All Service Providers must provide the following information in order for their proposal to be considered: A brief outline of the Service Provider Company and services offered, including:

- Full legal name of the company,
- Year business was established,
- Number of people currently employed,
- An outline of the product line-up and/or services they currently support,
- A description of their geographic reach and market penetration,
- An outline of their partnerships and relationships to date,
- An outline of their current and future strategies in the marketplace.

Information on its current clients, including:

- Total number of current clients,
- A list of clients with similar needs using similar products and/or services,
- Evidence of successful completion of a project of a similar size and complexity.

In the case of Consortium proposals, the proposal must also:

- Describe the role of the Prime Service Provider and each Consortium member,
- Identify management, ownership, financial and legal relationships between Consortium members,
- Demonstrate a Consortium management approach that will ensure, for the duration of the Contract, clear lines of communication and delivery of Services,
- Demonstrate that Consortium members are qualified to perform the tasks they have been proposed to perform.

9.2.2 Service Provider's understanding of the RFP

The proposal should:

- Demonstrate the Service Provider's understanding of the project requirements and deliverables, which highlights, or emphasizes any aspects which the Service Provider considers unique to this particular project.

9.2.3 Proposed solution architecture and necessary IT Infrastructure

The proposal should:

- Describe the technical architecture of the solution, and the technological environment in which the product can successfully run.(with all the constraints mentioned in this documents and question and answers session) .

9.2.4 Proposed Approach to answer the expectations

The proposal should:

- Describe the procedures to be used to identify report, recover and take remedial steps from slippage in project timelines and deliverables.

9.2.5 Proposed Detailed Project Plan

The proposal should:

- Describe the Work Packages including:
 - Estimated effort (man-days) on each role profile and the deliverables per Work Package proposed
 - Expected internal effort (man-days) by Encevo and his entities - business, technical infrastructure or it developer- should be as well estimated for each phase of the project.
 - expected number of workshops for each work package

9.2.6 Expected roles and responsibilities

The proposal should:

- Specify the expected contribution of Encevo / Enovos / Creos along the different project phases and give a proposed RACI matrix.

9.2.7 Project handling

The proposal should:

- Describe how the project will be handled in terms of schedule, project organisation, acceptance

9.2.8 Project Team

The proposal should:

- Describe how you propose to deal with vacation, illness, resignations, training and other absences on the project team.
- Provide a completed Project Team Member Experience Summary Sheet for each proposed team member identified in the proposal.

9.2.9 Project References

The proposal should:

- Include at least two references from previous clients for whom the person has provided a similar service.

9.2.10 Pricing

Encevo expects an offer on fixed-price base. We expect to receive a fixed price costs for each deliverables.

9.2.11 Invoice

Invoices should be submitted following the achieved deliverables. Service Providers should expect to invoice the fixed price cost for each task on the invoice representing the month in which formal acceptance of the final deliverable for the task is achieved.

10 Background Information – Our organization

10.1 Encevo S.A. – Strategy, governance, support

Encevo S.A. is the holding company which leads the Encevo Group, essentially composed of energy provider Enovos and grid operator Creos.

Encevo defines the group strategy as well as governance and ensures financing for all group entities with a view to guarantee the sustainable development of the whole group. Encevo also provides, through its skilled and experienced staff of over 140 employees, various support services to group entities, including finance, treasury management, accounting, legal, human resources, facility management, IT, internal audit, risk management and insurance. The purpose thereof is to create synergies and increase overall efficiency and effectiveness throughout the group. Further, the role of Encevo is to position the group in relation to its stakeholders (employees, shareholders, government, customers, suppliers, investors, partners, media, ...).

As a regional energy leader and key player in Luxembourg's energy transition, Encevo Group currently employs a workforce of more than 1,500. The group owns more than 300,000 delivery points for natural gas and electricity and operates over 9,700 km of electrical power lines and 3,700 km of gas pipelines. Encevo's stable shareholding structure, healthy finances and solid strategic position in the European market make the Encevo Group a reliable partner.

With 28 % of the parts, the State of Luxembourg is the major shareholder of Encevo S.A. The City of Luxembourg holds 15.61 %, the "Société Nationale de Crédit et d'Investissement" (SNCI) holds 14.20 % and the "Banque et Caisse d'Épargne de l'État" (BCEE) holds 12 % of the parts. The other shareholders are ARDIAN with 25.48 % and ENGIE with 4.71 % of the parts.

For further information, please visit www.encevo.eu.

10.2 Enovos Luxembourg S.A. – Natural gas, electricity and services

Luxembourg's main energy supplier is Enovos, which also operates in Germany, Belgium and France. Its mission is to provide electricity, natural gas and renewable energies to a wide range of customers including industrial clients, SMEs and private households.

Enovos continuously invests in energy production based on renewable sources, thus ensuring a sustainable and competitive energy supply for all its customers. Enovos aspires to play an active role in the development and the implementation of innovative solutions and business models that arise from the fast reshaping of the energy sector. Enovos is therefore actively engaged in the domains of eco-mobility, energy efficiency, smart applications and distributed energy services.

Enovos belongs at 100% to Encevo S.A., the holding company that heads Encevo Group, which also includes grid operator Creos. As a regional energy leader and key player in Luxembourg's energy transition, Encevo Group currently employs a workforce of more than 1 500. The group owns more than 300 000 delivery points for natural gas and electricity and operates over 9 700 km of electrical power lines and 3 700 km of gas pipelines.

With 28 % of the parts, the State of Luxembourg is the major shareholder of Encevo S.A. The City of Luxembourg holds 15,61 %, the "Société Nationale de Crédit et d'Investissement" (SNCI) holds 14,20 % and the "Banque et Caisse d'Epargne de l'Etat" (BCEE) holds 12 % of the parts. The other shareholders are ARDIAN with 25,48 % and ENGIE with 4,71 % of the parts.

For further informations, please visit www.enovos.lu and www.encevo.eu.

10.3 Creos Luxembourg S.A.

Member of the Encevo Group, Creos Luxembourg S.A. owns and operates electricity (high, medium and low voltage) and natural gas (high, medium and low pressure) infrastructure in Luxembourg as well as in the Saarland and North Rhine-Westphalia (Germany) through its subsidiary. Its mission is to viably assure the transparent, non-discriminatory and reliable transportation and distribution of power at competitive prices across the electricity grid and natural gas pipelines. This role is executed equally with respect to all suppliers and by respecting the company's public service and environmental protection obligations.

As an operator of electricity and natural gas networks, Creos Luxembourg S.A. assumes its responsibility of public utility and is planning its infrastructure to meet the changing demand for electricity and gas. The security of supply as well as the reliability of energy networks is at the centre of the concerns of Creos.

The shareholders of Creos are Encevo S.A. (75.43%), the City of Luxembourg (20%), the State of the Grand Duchy of Luxembourg (2.28%), the Federation of Sanitary Installers and (0.10%), 42 Luxembourg municipal administrations (2.13%) and Creos Luxembourg S.A. (own shares) (0.05%).

Today, Creos has than 680 employees and operates more than 9,700 km of power lines and more than 2,000 km of gas pipes.

For further information, please visit www.creos.net.

10.4 Enovos Deutschland SE

Enovos Deutschland SE is the management company of the Enovos Deutschland Group and has its headquarters in Saarbrücken as an operational holding company. Under the holding business-related subsidiaries are placed, each of which has different activities.

In Enovos Energie Deutschland GmbH Germany's sales activities for power and gas are bundled. Its customers include industrial companies, Stadtwerke and multisites.

Enovos Renewables GmbH is expanding the Group's portfolio in the field of renewable energies throughout Germany, focusing on the development of ground mounted PV. In the case of wind energy priority is given to the development of secure areas and existing parks.

Enovos Renewables O & M GmbH offers technical operations management (O & M) of renewable energy plants in the vicinity of large PV plants and wind parks. It is one of the largest manufacturer-independent O & M service providers and has built up a portfolio of over 400 MWp.

Enovos Storage GmbH operates the gas storage facility in Frankenthal and Enovos Properties GmbH manages properties of Enovos.

10.5 Creos Deutschland GmbH

Creos Deutschland GmbH is a part of the Creos Group. It was founded in 2009 as the successor of the former Saar Ferngas Transport GmbH and has nearly 90 years of experience in the gas sector. Via its high-pressure pipeline grid of about 1,700 km Creos ensures the supply of gas to more than 2.7 million residents of the German Federal States of Saarland and Rhineland-Palatinate. Its customers include especially city and municipal utilities, power plant operators and major industrial customers.

The core competency of Creos consists in the management of energy grids. Creos Deutschland GmbH is mainly responsible for the transport of natural gas, the construction, operation and maintenance of its high-pressure pipeline grid as well as the corresponding facilities, whereas Creos Deutschland Services GmbH - its sister company - offers network services related hereto to the customers. Thus, with its vast technical, commercial and regulatory know-how Creos Deutschland is able to offer an extensive portfolio in the area of energy grids. In close cooperation with its customers Creos optimizes the grid infrastructure, brings about synergy effects and gives support in benefiting from energy saving potentials. In addition, Creos Deutschland promotes the further development of technological innovations like transportation, measuring and storage of biogas as well as of energy management processes.

The activities of the Creos group are characterized by a high degree of quality awareness (Creos is certified in accordance with DIN ISO 9001 and DVGW G 1000), solid know-how based on many years of experience, a high level of innovation which is shown in the fact that Creos cooperates in many different research projects as well as involves in different committees and associations, and the strong commitment to a cooperative partnership with its business partners and customers. In order to satisfy the high quality standards and fulfill the future challenges of the energy industry Creos Deutschland makes investments of about 12 million EUR every year in the development and modernization of its grid infrastructure. The constant development of its 122 employees together with the training and ongoing education of apprentices and trainees ensure high-level know-how on a long-term basis and make Creos Deutschland a reliable and future-oriented partner both for the industrial and the public sector.

Facts and figures:

The company's registered office:
Homburg (Saar)

Operational sites:
Saarbrücken, Frankenthal, Homburg, Völklingen

Shareholders:
Creos Deutschland Holding GmbH 100 % (Creos Luxembourg S. A. 96,9 %; utilities, municipalities, others 3,1 %)

Number of employees:
122

Annual turnover:
82 million EUR

Managing directors:
Jens Apelt and Dr. Claude Seywert

11 Terms and Conditions

11.1 Offer Validity

The Service Provider's technical and cost proposals must remain valid for not less than 60 calendar days, after the proposal due date set out in chapter 8 Proposal Process. Proposals must be signed by an official authorized to bind the Service Provider to its provisions.

11.2 Negotiations

The Service Provider's most competitive proposal is requested. It is anticipated that any award issued will be made solely on the basis of a Service Provider's proposal. However, Encevo reserves the right to request responses to additional technical, management and cost questions which would help in negotiating and awarding a subcontract. The project reserves also the right to conduct negotiations on technical, management, or cost issues prior to the award of a subcontract. In the event that an agreement cannot be reached with an Offerer, Encevo will enter into negotiations with alternate Service Providers for the purpose of awarding a subcontract without any obligation to previously considered Service Providers. Before the signature of the SLA, Encevo reserves the right to end negotiations at any time without any whatsoever recourse to the Service Provider.

11.3 Term of contract

Provisions of this RFP and the contents of the successful responses are considered available for inclusion in final contractual obligations.

Encevo will negotiate contract terms upon selection. All contracts are subject to review by Encevo legal department, and the Project will be awarded upon signing of an agreement or contract, which outlines terms, scope, budget and other necessary items.

The attached general purchasing conditions are applicable.

11.4 Place of Work

The Service Provider staff will work at our premise based in Luxembourg, mainly in the head office in 2, Domaine du Schlassgoard L-4327 Esch-sur-Alzette.

Encevo expects that more than 80% from Service Provider services should be delivered on site. Rooms and access to all necessary information will be provided by Encevo.

11.5 Costs

The RFP does not obligate Encevo to pay for any costs, of any kind whatever that may be incurred by a Service Provider or any third parties, in connection with the proposal. Each party bears its costs in connection with the RFP itself.

11.6 No Liability

Encevo shall not be liable to any Service Provider, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, the Service Provider responding to this RFP;
or
- As a result of the use of any information, error, or omission contained in this RFP document or provided during the RFP process.

11.7 Intellectual Property

The Service Provider should not use any intellectual property of Encevo or its affiliates including, but not limited to, all logos, registered trademarks, or trade name of Encevo, at any time without the prior written approval of Encevo, as appropriate.

11.8 Governing Law

This RFP, the Service Provider's Response and the SLA shall be governed by the laws of Luxembourg and disputes which could not be solved otherwise will be handled by the tribunals of Luxembourg City.

11.9 Entire RFP

This RFP, any appendices to it, and any attached schedules, constitute the entire RFP.

Appendix 1: MERCURY Encevo Group New Intranet Business Requirements.pdf

#	Description	Comments	Initiator	Type	Acceptance Criteria	Date Registered	MoSCow
USABILITY							
		<ul style="list-style-type: none"> One common, user friendly and intrusive Intranet platform for Encevo Group Simple, single login or via SSO (Single Sign On) Clear and attractive layout Clear intuitive/navigation structure (easy access to information) Logical information architecture Sophisticated (user friendly) search engine (with "type ahead"-function) like google Quick access to key documents, forms and pages 					Must
DESIGN & CONFIGURATION							
	One Encevo Group Intranet with specific layouts (Encevo-Enovos & Encevo/Creos) in accordance to a predefined Intranet Corporate Identity. The Intranet has to be developed in a user centric approach						Must
	Segregation of the contents (Enovos + Creos) and possibility to share common information						Must
	Sophisticated (user-friendly and with type ahead-function) and fast search engine	<ul style="list-style-type: none"> A search tool that gives accurate results Advanced search options e.g. author, date, title etc Staff (who is who?) directory search Document search and multimedia 					Must
	Responsive design	<ul style="list-style-type: none"> The intranet must be multi devices and run on PC, tablet, smartphones, TV... 					Must
	Multilingual navigation - Not content related	<ul style="list-style-type: none"> ENG, FR and DE 					Must
	Ability to submit information via the use of online forms	<ul style="list-style-type: none"> Specifically for certain content topics (ex. Annonce, Encevo Loisir section) 					Must
	Drag and Drop functionality	<ul style="list-style-type: none"> User should have the possibility to design the screen based on their interests, except for a certain part (ex. Policies, procedures, Compliance, etc.) - Possibility to drag and drop widgets/apps (ex. HR, REFM; IT portals...) 					Must
	Ability to include multimedia library	<ul style="list-style-type: none"> Media files and other binary files (images, sounds, videos, pdfs, word documents, excel documents) are stored in a centralized media library. Versioning: Any file in the library can be replaced with a new version. Previous versions are retained in the system. 					Must
	New content items can be distinguished, i.e. by adding emphasis (bold and/or NEW) to a headline. "What's new" with date range function						Should
	For selected content types, such as articles, each content item can be "liked" (as on Facebook) and comments can be added to it						Must
	Mark any page as favourite/starred. All starred pages are shown in a personalised menu or list on the front page						Must
	My recent documents function						Should
	Shortcuts to applications like ESS/MMS from HR						Must
	Other requirements	<ul style="list-style-type: none"> Include 'created' dates on pages and documents Ability to set expiry dates on pages and documents Provide an easy way for people to flag up outdated content 					Must
CONTENT MANAGEMENT							
	A phone directory (who is who?)	<ul style="list-style-type: none"> With search function and .vcf export. This phone directory must be based on one master data-base ensuring always updated contact details. The master data-base should be administrated by IS. An up to date staff directory for each individual company To define 					Must
	Includes guidelines, policies, departmental info, etc...						Must
	Newsfeed / Newstool						Must
	Press clipping tool						Must
	Possibility to upload/integrate apps/widgets (ex. HR, REFM, IT portals) in your "My Encevo Intranet"						Must
	"For sale - Annonce"- section						Should
TECHNICAL							
	System flexibility	<ul style="list-style-type: none"> Systems needs to designed with a high degree of flexibility 					Must
	Performance	<ul style="list-style-type: none"> Data display on client interfaces shall be updated within 5 seconds from when data is requested 					Must
	System reliability	<ul style="list-style-type: none"> System must be available during business hours, (in case of problems IT needs to provide the support) 					Must
	Single Sign On SSO	<ul style="list-style-type: none"> Profile driven with SSO-login – (personalisation and customisation, different home screens for Creos employees than for Enovos or Encevo employees) 					Must
	Download function	<ul style="list-style-type: none"> Ability to download any intranet content into PDF format with a simple "click" 					Should
	Logical document storage system	<ul style="list-style-type: none"> Documentation needs to be stored easily Use metadata to aid categorisation and searching 					Must
	Possibility to share page (via email)						Should
	Possibility to generate a page or content in PDF						Should
	Possibility to push information to internal TV screens						Should
	Push notifications alert system	<ul style="list-style-type: none"> Short message to be shown on the front page in exceptional circumstances and for a limited period of time Notifications can be done based on the users preferences 					Must
	Breadcrumb navigation						Should
	An agenda calendar function (Shared with the users' Outlook)	<ul style="list-style-type: none"> Information about ex. Company events, seminars or important meetings, showing start and end time/date, title, description (possibly with a link) 					Must
	Possibility for the user to add his specific topics (such as training dates) in his personal calendar on his intranet homepage						Should
	Access on all mobile device (responsive design, incl. private devices) and from external (e.g. for workforce having no e-mail and no AD recognition)	<ul style="list-style-type: none"> Access via a secure channel compatible with the ENCEVO solutions and complying to Security Architecture and Guidelines Compatibility with our Mobile Device Management System Allow system to be scalable for future functionalities such as extranet 					Must
	Security	<ul style="list-style-type: none"> Ability to restrict access download to data when accessing for remote Access and actions auditing and monitoring Ability to Classify Data (document and data accessed) 					Must
	Operations	<ul style="list-style-type: none"> Support Virtualisation Hosting Compatible with Encevo Backup Solution Monitoring compatible with Encevo Solution 					Must
	Multibrowser-friendly (Explorer, Firefox, Chrome, Safari,...)						Must
	Ability and agreement to open API to interface	<ul style="list-style-type: none"> With news provider, meteo, etc... Able to interface with external partners 					Must
	Integration with Microsoft Active Directory	<ul style="list-style-type: none"> User data from Active Directory will be used for access control Authentication in Forest with Multiple Domains 					Must
	A chat tool/software to interact in real-time (ex. Cisco Jabber)						Should
	Architecture and security principles	Please refer to the chapter 7.1 and 7.2 of the RFP document ("MERCURY Encevo Group New Intranet RFP.pdf")					Must
ADMINISTRATION							
	Easy to administer	<ul style="list-style-type: none"> Any editorial task can be performed with as much automated functionality and as few clicks as possible. 					Must
	Intuitive & fast (in terms of response) CMS solution - Easy to administer						Must
	WYSIWYG publisher						Must
	Preview page before publishing						Must
	Possibility to schedule publication of a post						Must
	Multiple administrators (different levels/roles)						Must
	Drag and Drop functionality to upload files						Should
	Dynamic content storage with data bases	<ul style="list-style-type: none"> Including dynamic search engine 					Must
	Survey tool to be configured and published by webmasters (other than e.g. Monkey survey)						Should
	Possibility for the webmaster to publish/push HR and REFM information to targeted audience/users	Based on Active Directory					Should
OTHER							
	Development of an app My Encevo Intranet multioperating system OS						Must
	Migration of the HR and REFM portals						Must
	E-shop on the Intranet						Would be nice
	The full project needs to be completed by 31st December 2018						Must
	An analytics & monitoring tool to analyse user adoption & user engagement	<ul style="list-style-type: none"> Access to statistical information e.g. pageviews, downloads, time spent on site, search terms etc. Reporting will be done anonymously 					Must
	Costs	<ul style="list-style-type: none"> Annual maintenance fees need to remain within a certain limit 					Must



Service Level Agreement

Appendix 2: MERCURY Encevo Group New Intranet SLA template.pdf

This Services Framework Agreement (the “**Agreement**”) is made with effect as of (*day*) (*month*) 2017,

BETWEEN:

- I. **Encevo S.A.**, a *société anonyme* incorporated and existing under the laws of Luxembourg, having its registered office 2 Domaine du Schlassgoard L-4327 Esch-sur-Alzette, registered with the Luxembourg Trade and Companies’ Register under registration number B 11723, hereby represented by Guy Weicherding, Christophe Jung and Jean-Marc Verdure,

Hereinafter referred to as the “**Client** “,

ON THE ONE HAND

AND

- II. (*please insert company data*),

Hereinafter referred to as the “**Service provider**”

ON THE OTHER HAND.

The Service provider and the Client are hereinafter collectively called “**Parties**” and individually called “**Party**”.

Encevo S.A.
2, Domaine du Schlassgoard

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F +(352) 2737-9100

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1

L-4327 Esch/Alzette

RC Luxembourg B 11723 / TVA LU 11013845

Preamble

Encevo S.A. (“Encevo”) is the holding company which leads the Encevo Group, essentially composed of energy provider Enovos and grid operator Creos.

Encevo defines the group strategy as well as governance and ensures financing for all group entities with a view to guarantee the sustainable development of the whole group. Encevo also provides, through its skilled and experienced staff of over 140 employees, various support services to group entities, including finance, treasury management, accounting, legal, human resources, facility management, IT, internal audit, risk management and insurance. The purpose thereof is to create synergies and increase overall efficiency and effectiveness throughout the group. Further, the role of Encevo is to position the group in relation to its stakeholders (employees, shareholders, government, customers, suppliers, investors, partners, media, ...).

As a regional energy leader and key player in Luxembourg's energy transition, Encevo Group currently employs a workforce of more than 1,500. The group owns more than 300,000 delivery points for natural gas and electricity and operates over 9,700 km of electrical power lines and 3,700 km of gas pipelines. Encevo's stable shareholding structure, healthy finances and solid strategic position in the European market make the Encevo Group a reliable partner.

With 28 % of the parts, the State of Luxembourg is the major shareholder of Encevo S.A. The City of Luxembourg holds 15.61 %, the “Société Nationale de Crédit et d'Investissement” (SNCI) holds 14.20 % and the “Banque et Caisse d'Epargne de l'Etat” (BCEE) holds 12 % of the parts. The other shareholders are ARDIAN with 25.48 % and ENGIE with 4.71 % of the parts.

For further information, please visit www.encevo.eu.

The Service provider is (*insert description*)

Executive summary

The purpose of this project aims to put in place a new solid Intranet media solution, both on the user- (layout, functional, content) and the Infrastructure side, for all the entities of the Encevo Group.

The new Intranet is a must in order to update the quality of information storage, information availability and transparency to all employees of the Encevo Group taking also into the consideration the new technological trends in the field of Intranets.

The current Intranet has been in place since December 2009, certain add-ons (HR & REFM portals) have been developed over time but no fundamental action in regards to the current corporate structure and its communicational requirements has been taken.

The chosen approach from technical side needs to match with the functional requirements presented here below with the key output:

- One common Group Encevo Intranet with specific company layouts and content profiles,
- One single point of entry for specific Group Encevo corporate applications.

IT IS THEREFORE AGREED AS FOLLOWS:

Article 1 - Elements of the Agreement and their priority

The Services Framework Agreement (hereinafter the “Agreement”) is composed of the present general clauses, as well as of the Annexes which are part of the Agreement.

- The RFP as provided on January 2nd, 2018 including its annexes;
- Any updates and change requests to the RFP by the Client;

(*insert if any additional documents shall apply/remain in force*)

Article 2 - Scope of the Services

The Client instructs the Service Provider with the providing of services, in particular the following services ("Services"):

2.1. Architecture and Security Principles

- Hosting: the supplier is required to offer both cloud / dedicated hosting and in-house hosting. For cloud / dedicated hosting: all data must be stored inside EU
- Authentication on the Intranet should be based on active directory (multi-domain). Signing in into the system must not require installation of a VPN client programme or other complex VPN technologies. Users must be able to sign into the intranet anywhere and anytime using the browser
- Intranet will open on the user's browser immediately without the need to enter a username and password when the user works in the internal network
- Extranet users will not be included in the system in the initial phase, but the implementation must provide support for this in case of future need
- If documents management and workflows functionality is part of the offer, it should be based on Sharepoint, Microsoft Office and Exchange. However, Sharepoint should not necessarily be used as web content management system provided the CMS offers a good integration with Sharepoint
- Instant messaging: the Encevo solution is Jabber and can be integrated in the intranet solution with SDK
- Information Security : the CMS should be able to manage metadata reflecting the information classification, the Encevo entities concerned, the language..., as well as different roles/access profiles to stick to the "need-to know/need to do" and "least privilege" access principles.
- The solution must allow auditing and tracing of the activities performed, by admins or users.
- The solution should provide ways to restrict download of more sensitive information (based on the metadata principle explained above)
- The CMS should be able to manage the contents to be published on the intranet as well as on the app
- The app should support iOS and Android and be published on Apple Store and Google Play. A support contract should be proposed in order to ensure the compatibility with new mobile operating systems versions and support new mobile features
- The app should be able to access corporate data through a web application firewall and allow SSL sessions break
- The authentication on the app should be based on the active directory and support advanced authentication methods like fingerprint or facial recognition
- Browsing experience : the intranet should have a responsive design and be supported on major browsers (Internet Explorer, Safari, Google Chrome, FireFox)
- Intranet platform maintenance : the different components of the intranet platform should follow the evolution of the underlying technologies both at server and client sides
- The intranet platform should be accessible through Citrix.

If deemed necessary, the suppliers are also invited to partner with sub-contractors in order to support the technical requirements.

2.2. Project Status Reporting

The frequency of project status report and project status meeting will be decided on the “Define” Project phase and agreed with the Service Provider. The rule will be written down in the “Project Management Plan”.

- For information, the current practices by Encevo are: Project Status reports are expected weekly,
- Weekly Status Meeting,
- Monthly PMC² Status Report,
- Using the internal Encevo Group templates and the process PMI (adapted to existing procedure PMC²).

2.3. Security

All the consultants that will work on the project needs to be stated in the proposal to allow the project manager to provide security access badge.

If additional consultants will be needed during the project, the Service Provider has to inform the Encevo Project Manager at least one week in advance.

2.4. Acceptance/Testing

Deliverables shall be submitted to the Encevo Project Manager who will accept or reject the deliverables within a period of one week. In the case of rejection the Encevo Project Manager will call a meeting with the Service Provider and submit him a written list of deficiencies which the Service Provider will have ten working days to rectify.

The Service Provider owes the customer the deliverables as defined and as previously stated. These deliverables shall be deemed to be accepted by Encevo in writing when, in accordance with the requirements of this RFP and the SLA to be agreed on description, the solution can be successfully implemented after Completion.

2.5. Project Management

An assigned Project Manager will be made available to ensure that the project dimensions (time, scope, and budget) and the Project Management Methodology for Encevo are respected. She/He will ensure the coordination between internal staff and the Service Provider team by respecting the internal Encevo Group procedure: PMC² (following the PMI approach).

It is preferable that the Service Provider provides a single point of contact for his team (team lead representative/Supplier Project Manager).

2.6. Documentation and language

All the documentation has to be provided in English. The application language will also be English only.

End user Trainings, workshops, meetings have to be organised either in English, French or German. The Service Provider will provide consultants that are fully mastering these three languages.

2.7. User Training

Encevo will welcome Training models as “Train the Trainer” for Business users and IT users supporting in the future the maintenance of the solution.

2.8. Maintenance Support

The first level support will be assumed by Encevo after the handover is performed.

However Encevo will need to organize a second level support. In that case, a specific request (with two quotations needed):

- Support 24/24 h and 7 days per week
- Support from 7 am till 7 pm and 5 days per week) will be then issued but it will not be part of the scope of this project.

The content, the scope, the modalities, the price and/or as the case may be, the remuneration modalities of such provided services are fixed in the Annexes.

The Parties may at any time agree on the providing of other services which are not included in the above list by agreeing on further annexes which will be part of the Agreement. All Annexes and all agreements posterior to the date of the present agreement shall be made in written form and signed by the Parties. No verbal agreement will bind the parties.

2.9 Delivery dates

All dates stipulated in the RFP and in this Agreement are considered fixed delivery dates unless expressly named otherwise.

Article 3 - Price of the services

3.1 The prices of the Services are based on (xxx) and it is a fixed-price base.

The RFP does not obligate Encevo to pay for any costs, of any kind whatever that may be incurred by a Service Provider or any third parties, in connection with the proposal. Each party bears its costs in connection with the RFP itself.

3.2 The prices of the Services are mentioned in Annexe I. (*or include the price directly in this 3.2*)

Article 4 - Invoicing and payment

4.1 The services will be invoiced after completion and written acceptance of the services by the Client.

4.2 The invoices are payable within thirty days of the invoice receipt.

4.3 In case of non-payment, late payment interest rates are due thirty days after receipt of the invoice, in accordance with the law dated 18 April 2004 regarding payment deadlines and late payment interests, as amended.

Article 5 - Bank Account

The payments are effected on the following EUR bank account of the Service Provider,

Name of the Bank: (*xxx*)

Address: (*xxx*)

Account Holder: (*xxx*)

Account Number: (*xxx*)

Account Number: (*xxx*)

Article 6 - Duration of the Agreement

6.1. The Agreement comes into effect as of (*date*).

6.2 The Agreement and the initial Annexes are concluded for an initial period of time ending on (*insert the date or the event*).

6.3 In case of conclusion by the Parties of supplemental Annexes after the entry into force of the Agreement, such Annexes will have the same duration as the Agreement itself and as a result the Agreement will always be subject to the same expiration date.

Article 7 - Termination

7.1 Without prejudice to the cases of anticipated termination, the Client may terminate the Agreement including the Annexes with a delay of one (1) month by sending to the other party a registered mail with acknowledgment of receipt.

The termination of the Agreement triggers the termination of the Annexes.

7.2 However it is possible for the Parties to terminate, in accordance with the terms and conditions described in the first paragraph one or more Annexes. In such case, the termination of one or several Annexes will not trigger the termination of the Agreement or of the other Annexes.

7.3 The following events shall entitle the Client to terminate extraordinary without any delay:

Article 8 - Anticipated termination

8.1 The Client may terminate the Agreement or one or several Annexes in the following cases:

- (a) if the Service Provider is subject to liquidation, bankruptcy or similar procedures existing pursuant to existing national legislations;
- (b) if the Service Provider does not respect its obligations regarding conflicts of interest;
- (c) if the Service Provider made false declarations by giving the information requested by the Client;
- (d) If the Service Provider cannot, due to its own fault, obtain a permit or an authorisation which is necessary for the execution of the Agreement.

8.2 Furthermore, each party may terminate the Agreement if one of the parties persists in not fulfilling its contractual obligations, even after having received a written formal notice indicating the nature of the supposed breach and giving a reasonable time to remedy to such breach. The time period shall be 30 calendar days in case of the non-performance of an essential obligation of the agreement.

8.3 In case a *force majeure* event lasts longer than 45 days, each Party may terminate the Agreement if its performance may not be assured after the aforementioned time period.

8.4. The termination enters into full force from the date of receipt of the registered mail with acknowledgment of receipt terminating the Agreement or from any posterior date mentioned in the termination letter.

8.5 After termination, the Client may hire any other service provider to fulfil the services. The Client has the right to claim from the Service Provider reimbursement of all supplemental costs without prejudice to all other rights or guarantees stipulated in favour of the client in the Agreement.

Article 9 - Execution of the Agreement

9.1 The Service Provider executes the Agreement in accordance with the best professional practices. It is solely responsible for the respect of all legal obligations which are applicable to it, in particular for those resulting from labour law, tax law, administrative law and social law.

9.2 The steps necessary to the achievement of all necessary permits and authorizations required for the execution of the Agreement have to be completed by the Service Provider.

9.3 The Service Provider has to verify that each person participating in the execution of the Agreement has the qualifications and professional experiences necessary to the fulfilment of the tasks which have been attributed to her.

9.4 The Service Provider may not represent the Client neither behave in a manner which could lead to the impression that he is representing the client.

9.5 The Service Provider is solely responsible for the personnel executing the tasks entrusted to the Service Provider.

9.6 In case of any unforeseeable event or if any action or omission affects directly or indirectly, partially or totally, the execution of the tasks, the Service Provider at its own initiative and without delay registers such event and informs the Client. The report will contain a description of the problem, as well as the date of its appearance and the measures which were taken by the Service Provider in order to comply with all its contractual obligations.

9.7 If the Service Provider does not fulfil its contractual obligations in accordance with the provisions of the Agreement, the Client may, without prejudice to its right to terminate the Agreement, without prejudice to delay penalty and without prejudice to compensation rights, reduce or recover its payments in the proportion of the non-execution.

Article 10 - Responsibility

10.1 The Service Provider is responsible for all damages which have been caused by him during the execution of the Agreement, including the damages which are within the scope of the sub-contracts of article 15.

10.2 The Service Provider also takes the responsibility for any indemnification in case of a claim, complaint, or a procedure commenced by a third party against the Client following a damage caused by the Service Provider during the execution of the Agreement.

10.3 In case of any claim of a third party against the Client in relation to the execution of the Agreement, the Service Provider will assist the Client.

10.4 The Service Provider subscribes for the insurances covering the risks related to the execution of the Agreement. Copies of the relevant Agreements are transferred to the Client if it asks for it.

Article 11 - Protection of personal data

The personal data mentioned in or related to the Agreement, including such data in relation to the execution, will be treated in conformity with the law on the protection of persons regarding the treatment of the personal data dated 2 August 2002, as amended. The Client is responsible for the treatment and the Service Provider will act as subcontractor as defined in the law dated 2 August 2002. The Service Provider will act in his quality as sub-contractor only per instruction of the responsible for treatment and all obligations resulting from such law, in particular the obligations of article 22 of such law are applicable to the Service Provider. It will carry out the necessary treatments to the execution of the Agreement for and on behalf of the Client while respecting scrupulously the provisions of the law dated 2 August 2002, as amended.

Article 12 - Property of the results - intellectual and industrial properties.

Except for contradictory stipulations in the Annexes, all results or rights attached to the Annexes, including all author rights (including moral rights) and other intellectual or industrial property rights, obtained within the scope of the execution of the Agreement are the exclusive property of the Client, who may exploit, publish, transfer such rights, without geographical or other limitation, subject to rights existing prior to the conclusion of the present Agreement.

Article 13 - Conflict of Interest

The Service Provider takes all necessary measures in order to preserve the Parties from any situation which could jeopardize the impartial and objective execution of the Agreement. Each conflict of interest arising during the execution of the Agreement needs to be reported immediately in written form to the Client. In case of conflict of interest, the Service Provider will immediately take all measures necessary in order to end such conflict.

Article 14 – Confidentiality

All information of whatsoever nature and of whatsoever form (for example any written document or photocopied document, any drawing, listing, disc, all figures and graphics, all recordings or any other information on whatsoever format) exchanged in the context of the Agreement are presumed to be confidential. In any case, any information regarding the financial, the information regarding strategy and the whole set of information regarding the clients of each of the Parties is confidential.

The following information is not falling within the scope of the present article:

- information which is now part of the “*domaine public*” without violation of the Agreement and its annexes, before it has been made public by one of the Parties;
- information which is published with prior written consent of the other Party;
- which publication has been ordered by judicial or administrative injunction;
- which is already known by the Parties receiving the information at the moment when the information is published, or which becomes known by such same party by another source than the other Party which has given the information, such fact will need to be proved by the party which has obtained the information from another source.

14.2 The Service Provider undertakes to treat strictly confidential all information and not to use such information neither to forward it to third parties nor to use it for its personal profit or the profit of third parties, even after the fulfilment of said tasks.

14.3 The Service Provider ensures that all its employees, administrative bodies and sub-contractors according to article 15, respect the confidential character of the information (including all **commercially sensitive information** in accordance with the “loi modifiée du 1er août 2007 relative à l’organisation du marché de l’électricité” and the “loi modifiée du 1er août 2007 relative à l’organisation du marché du gaz naturel”) and does not divulgate such information to third parties or to use it for its personal profit or the profit of third parties, even after the fulfilment of said tasks.

Article 15 - Subcontracting

15.1 Without prejudice to article 14 and particularly its paragraph 3, the Service Provider may conclude subcontracts with third parties provided that the Service Provider enters into a confidentiality agreement with the third party in order to protect the Client's confidential information as described in article 14.

15.2 Even if the Service Provider concludes subcontracts with third parties, it is not released from its obligations towards the Client pursuant to the Agreement and he takes the responsibility of its execution.

15.3 The Service Provider will take care that the subcontract does not affect the rights and warranties of the Client pursuant to the Agreement.

15.4 See paragraph 11.2 Negotiations of the RFP for additional details.

Article 16 - Transfer

16.1 Service Provider may not transfer all or part of its rights and obligations resulting from the Contract without prior written consent of the Client.

16.2 In the absence of any authorization mentioned in paragraph 1 or in case of non-respecting of the conditions of such authorisation, the effected transfer by one of the Parties has no effect *vis à vis* the other Party.

Article 17 - Severability Clause

In case one of the stipulations of the Agreement becomes or is declared illegal, non-applicable or null and void, the other stipulations remain effective. The Parties will use their best efforts to substitute such stipulation by another stipulation being as close as possible to the non-applicable stipulation and having an equivalent result.

Article 18 - Applicable Law - Dispute settlement

18.1 The Agreement is subject to the laws of the Grand-Duchy of Luxembourg exclusively.

18.2 In case of any dispute arising in connection with the interpretation or the application of the Agreement, the Parties will use their best efforts to find an amicable solution.

18.3 Any dispute which cannot be solved amicably shall be exclusively decided by the competent court of Luxembourg City.

Luxembourg, executed in two copies.

Place, Date:

Encevo

Service Provider

Annexe I

Annexe II