

**IT hosting services for the Agency for the Cooperation of Energy Regulators
Framework Contract**

TENDER SPECIFICATIONS

OPEN CALL FOR TENDERS

ACER/OP/MMD/04/2016

Table of contents

1. TITLE OF THE INVITATION TO TENDER	4
2. BACKGROUND INFORMATION.....	4
3. OBJECTIVES OF THE CONTRACT	5
4. SUBJECT OF THE CONTRACT	5
4.1 Product development and compatibility	5
4.2 Quality standards and their application.....	6
4.3 Standard methodology for building and maintaining an IT infrastructure.....	6
4.4 Critical factors for the provision of IT hosting services	7
4.5 Documentation and reporting.....	8
5. PARTICIPATION IN THE CALL FOR TENDER.....	9
6. VARIANTS	10
7. DURATION AND SIZE OF THE CONTRACT	10
8. DOCUMENTS AVAILABLE TO THE TENDERER.....	10
9. CONTRACTUAL FRAMEWORK.....	10
9.1 Type of contract	10
9.2 Ordering procedure	10
9.3 Joint tender.....	11
9.4 Subcontracting	12
10. CONTRACTORS' OBLIGATIONS.....	12
10.1 Employment law applicable to transfers of undertakings	12
10.2 Copyright and other intellectual property rights	12
10.3 Confidentiality – personal data.....	13
10.4 General security requirements.....	13
11. PLACE OF PERFORMANCE OF THE SERVICES AND WORKING HOURS	14
11.1 Place of work.....	14
11.2 Meetings.....	14
11.3 Normal working time of the Agency	15
12. LANGUAGE	15
13. PAYMENT METHODS	15
14. PRICES.....	16
15. SUBMISSION OF TENDERS.....	16
16. EXCLUSION CRITERIA	17
16.1 Exclusion from participation (Article 106, Financial Regulation)	17
16.2 Exclusion from award of contracts (Article 107, Financial Regulation)	17
17. SELECTION CRITERIA.....	19
17.1 Legal and regulatory capacity	19
17.2 Economic and financial capacity.....	20
17.3 Technical and professional capacity.....	20
17.4 Sub-contracting	22
17.5 Tenders submitted by a consortium or grouping of service providers.....	22
18. TECHNICAL TENDER.....	23
18.1 Infrastructure	23
18.2 Technology.....	24
18.3 Performance.....	24
18.4 Security	24
18.5 Software	25
18.6 Support Services.....	25
18.7 Project Management.....	25
18.8 Provision of BC/DR services.....	25
19. CASE STUDY.....	26
20. DETAILED OFFICIAL PRICE LIST FOR SERVICES	26
21. AWARD CRITERIA.....	27
21.1 Technical quality, with weighting for technical quality: 65%	27
21.2 Price, with weighting for price: 35%.....	28
21.3 Final evaluation	29

List of Annexes

ANNEX I.A	Technical specifications
ANNEX I.B	Case study
ANNEX I.C	Reference table
ANNEX I.D	Form 'Identification of the tenderer'
ANNEX I.E	Declaration on honour on exclusion criteria
ANNEX I.F	Form 'Financial identification'
ANNEX I.G	Form 'Legal entity'
ANNEX I.H	Non-disclosure declaration
ANNEX I.I	Security policies of the Agency

1. TITLE OF THE INVITATION TO TENDER

IT hosting services for the Agency for the Cooperation of Energy Regulators, tender no. ACER/OP/MMD/04/2016.

This tender is not divided into lots.

2. BACKGROUND INFORMATION

The Agency for the Cooperation of Energy Regulators ('the Agency') is a European Union body, established in 2009 by Regulation (EC) No 713/2009¹ and operational since 2010. Based in Ljubljana, Slovenia, the Agency is central to the liberalisation of the EU's electricity and natural gas markets.

The Agency works towards a competitive, sustainable, secure and transparent Internal Energy Market for the benefit of all consumers in the European Union (EU). Its overall mission is to assist National Regulatory Authorities (NRAs) to perform their duties at the EU level and to coordinate their actions whenever necessary. The Agency thus cooperates closely with NRAs, but also with EU institutions, European associations of stakeholders and market participants, especially the European Networks of Transmission System Operators (ENTSOs), to deliver a series of instruments for the completion of a single EU energy market.

The main areas on which the Agency's activities focus are:

- supporting the European market integration: this is mainly done through the development of common network and market rules, as well as through the coordination of regional initiatives which are concrete efforts from market participants to work towards greater integration;
- advising the EU institutions on trans-European energy infrastructure issues: the Agency issues opinions on the ten-year network development plans with a view to making sure that these are in line with the priorities set at EU level. Additional tasks in this area have been assigned to the Agency by Regulation (EU) No 347/2013² on guidelines for trans-European energy infrastructure;
- energy market monitoring: the Agency has a general mission in terms of market monitoring at the EU level and has, since the end of 2011, a very specific responsibility when it comes to monitoring wholesale energy trading under Regulation (EU) No 1227/2011³ on wholesale energy market integrity and transparency ('REMIT').

According to REMIT, the Agency is responsible for monitoring wholesale energy markets to detect market abuse. Wholesale energy markets monitoring by the Agency shall be based on timely collection of data on transactions executed and orders placed on wholesale energy markets in the European Union (trading data), as well on as fundamental data, that is data related to the operational conditions of the energy systems in both the electricity and gas sectors.

More information on the Agency can be found on its website: www.acer.europa.eu.

¹ Regulation (EC) No 713/2009 of the European Parliament and of the Council of 13 July 2009 establishing the Agency for the Cooperation of Energy Regulators, OJ L 211/1, 14.8.2009.

² Regulation (EC) No 347/2013 of the European Parliament and of the Council of 17 April 2013 on guidelines for trans-European energy infrastructure and repealing Decision No 1364/2006/EC and amending Regulations (EC) No 713/2009, (EC) No 714/2009 and (EC) No 715/2009, OJ L 115, 25.04.2013, p.39.

³ Regulation (EU) No 1227/2011 of the European Parliament and the Council on wholesale energy market integrity and transparency, OJ L 326, 08.12.2011, p.1

Further information on the Agency's activities under REMIT can be found on the Agency's dedicated website at: <https://www.acer-remit.eu/portal/home>.

3. OBJECTIVES OF THE CONTRACT

The Agency wishes to enter into a Framework Contract (hereinafter referred to as the 'FWC') according to which the Contractor shall provide the Agency with the IT infrastructure and supporting services to allow the best possible availability and quality of IT resources for its internal and external stakeholders and guarantee security of these IT resources.

4. SUBJECT OF THE CONTRACT

The purpose of this tender is the provision of the IT hosting services for the Agency, including technical infrastructure hosting services (e.g. servers, security devices, system management, monitoring tools, etc.) needed for the Agency's software development products, web applications, databases, IT products and services, etc., as well as the necessary support in full compliance with all security and privacy law requirements.

The Agency's IT services to be hosted are:

- Agency's REMIT Information System (ARIS);
- Case Management Tool (CMT);
- Disaster Recovery Site for the Agency's internal IT environment;
- Other IT services, either newly developed/acquired or migrated from existing IT environment of the Agency.

It is expected that the Contractor will be able to fully operate, manage and support the IT services hosted for the Agency and will actively participate in the further evolution of these services.

Further, the Contractor shall adhere to the highest standards and best practices in the field of Information Security and IT Service Management.

For more details as regards the services requested by the Agency, please refer to Annex I.A of these tender specifications.

4.1 Product development and compatibility

Any services and/or products delivered under this FWC shall be demonstrated to the Agency by the Contractor at his expense.

In case a service and/or product approved by the Agency shows, in the course of its use, any incompatibility with the existing Agency's products, this shall be resolved by the Contractor as swiftly as possible and at no cost for the Agency.

The equipment used to provide the requested services shall be subject to full manufacturer's warranty at least until the end of each specific contract concluded under the FWC. In case a specific contract is renewed, the Contractor shall ensure the manufacturer's warranty and support for the equipment in question for the entire contractual period.

In case of failure of the equipment and/or a piece of equipment provided, the Contractor shall replace, free of charge, the faulty equipment and/or a part of it, with an identical or equivalent

and fully compatible equipment and/or a part of it within 24 hours from the time the failure was recorded in the monitoring and surveillance system and/or communicated to the Contractor by any means, regardless of whether the Agency has authorised the replacement or not. Under the specific circumstances the authorisation shall be granted ex post and may be subject to the fulfilment of additional conditions so as to ensure that the quality standards are met.

4.2 Quality standards and their application

The Contractor shall perform the services in full knowledge and consideration of the Agency's computing environment (see Annex I.A Technical Specifications) and in accordance with technical norms, standards and procedures based on best professional practices in the information technology and/or telecommunications fields (i.e. ISO 9000 and ISO 27000 standards).

The quality of the Contractor's products and services shall be measured by reference to the definitions, quality standards and procedures defined in the FWC and/or the specific contract(s), and the quality indicators defined in the respective service level agreement(s).

The Contractor shall comply with the above-mentioned quality standards and procedures. Compliance with quality standards and procedures shall be monitored by the Agency. Unless otherwise stated in a specific contract, in the event of non-compliance with one or more of the quality standards over a period not exceeding three (3) months, the Contractor shall submit an improvement plan.

In the event of non-compliance with one or more of the quality standards and procedures for more than three (3) months, consecutive or not, over a period not exceeding six (6) months, a specific contract for which the quality of the services has proved to be below the standard may be terminated.

In case of a substandard overall quality of services for more than three (3) months, consecutive or not, over a period not exceeding six (6) months, the Agency reserves the right to terminate the FWC.

Quality standards may be revised by the Agency in line with developments on the market.

4.3 Standard methodology for building and maintaining an IT infrastructure

The engineering path to be followed when preparing an IT infrastructure can be schematised in the following, non-exhaustive, list of actions:

- Analyse the documentation that will result from the software/application development phase and will be provided by the Agency.
- Complete, with the support of the Agency, the technical documentation, if needed.
- Carry out the assurance of compatibility with applications and service levels required.
- Develop documentation of the new infrastructure.
- Implement the new infrastructure.
- Provide the proper business continuity/disaster recovery ('BC/DR') solution (secondary site).
- Carry out internal testing and finalise the documentation of operations.
- Carry out safety testing and finalise the documentation on safety and security measures.
- Define internal operating procedures and deliver the relevant documentation to the Agency.
- Establish the requested connections to public internet and to the Agency and/or the

premises of the NRAs and/or the premises of the Agency's contractors.

- Arrange registration of the needed domain names and IP addresses.
- Carry out the migration/provision of applications.
- Test infrastructure applications and provide documentation to the Agency.
- Prepare for official acceptance which shall be conducted by the Agency.
- End-to-end tuning of the entire hosted infrastructure.
- Start with the provision of the agreed maintenance and supports services, including application management and administration.
- Establish the requested security standards, service level agreements ('SLAs'), etc.

The Contractor shall comply with this list of activities and their order of execution when answering to a specific request for service.

4.4 Critical factors for the provision of IT hosting services

For the provision of hosting services, the following critical factors should be taken into account when answering to a request for service issued by the Agency:

- a) Confidentiality of data.** The data collected by the Agency for its institutional activities must be treated in a way to ensure the highest level of confidentiality. In addition, data integrity must be guaranteed for up to twenty (20) years from the date of signature of the FWC.
- b) The Contractor shall refer to the Information Technology Infrastructure Library (ITIL) framework** (at least v.3) for the definition of its operating procedures for maintenance and service desk. The use of a common framework is required to ensure coordination between the application services and infrastructure services, in particular with reference to the interactions related to the following processes and functions:
- Service Desk (function).
 - Incident Management Process.
 - Problem Management Process.
 - Change Management Process.
 - Release Management Process.
 - Configuration Management Process.

c) Security policies

The Contractor should align its procedures to international standards on Information Security Management Systems (with particular reference to the ISO/IEC 27001 standard) and the following indications on information security:

- prevent misuse of the information processing facilities and systems;
- control and regulate the access to the information assets of the Agency, carried out by the Contractor's staff as part of the activities under the contracts for outsourcing;
- ensure compliance with security policies set by the Agency⁴, ensuring the dissemination of the principles to all staff who interacts with the information system;
- ensure the availability of information, facilities and systems of information processing;
- produce and maintain plans for the continuity of services provided under contracts resulting from the procedure, and submit these plans to periodic testing;

⁴ Decision AB n° 13/2015 of the Administrative Board of the Agency for the Cooperation of Energy Regulators of 17 September 2015 establishing security measures and procedures in the form of a Security Policy and an operational Security Manual and Decision of the Agency for the Cooperation of Energy Regulators No 01/2015 of 10 February 2015 on REMIT Information Security Policy.

- have in place all necessary actions to reduce risks related to the following threats:
 - breaches of security due to poor organisation;
 - accidents and malfunctions of computer systems;
 - unauthorised use or misuse of equipment, information processing systems, system utilities or applications and unauthorized removal of objects;
 - unauthorised access to information or systems;
 - injection of malicious code, worms, trojans, and generally any type of computer virus;
 - access by inappropriate or non-conforming users;
 - any type of attack from any interconnected network;
 - malicious use of the infrastructure or application by the supplier's staff in order to cause damage, including to third parties.
- collect reports and formalise timely reports on all breaches of security, actual or alleged, and where required, provide support for the conduct of investigations;
- achieve and maintain updates according to the needs of the Agency, with the involvement of contractors, regarding procedures in support of security policy, including:
 - inventory, classification and control of assets;
 - assurance of physical security of the assets hosting the Agency Information;
 - protection of natural resources;
 - logical security of information;
 - management of removable media;
 - back-up information;
 - management of accidents and malfunctions related to safety;
 - check for viruses and spam;
 - ensuring continuity of services, in compliance with contractual service levels;
 - periodic review of the validity and effectiveness of countermeasures taken in time, by defining appropriate metrics and implementation of monitoring and control.

IMPORTANT:

Annex I.I, describing the Agency's security policies will be provided by the Agency by e-mail upon request by potential tenderers. The request shall be submitted to ACER-OP-MMD-04-2016@acer.europa.eu and shall be accompanied by a non-disclosure declaration drafted in accordance with the template contained in Annex I.H and duly signed by the potential tenderer or its legal representative.

The information and the documents mentioned above are the sole property of the Agency (unless otherwise specified), are provided without prejudice and for the exclusive use of the tenderer.

4.5 Documentation and reporting

Except where the specific contract(s) provide for otherwise, the Contractor must report in English on the services rendered in performance of each specific contract. The quantity of the reports and the forms in which they shall be submitted will be specified in each specific request for service.

The Agency may reproduce or use all documentation and reports in full or in part.

The Contractor shall provide the Agency with the following documentation and updates, and may be requested to organise and / or attend at least the following meetings:

- After the signature of a specific contract and before initiating the design phase:

- project initiation request/proposal;
 - kick-off meeting at the premises of the Agency;
 - project stakeholder matrix;
 - sub-contracting management plan.
- During the design phase for a specific contract::
- kick-off meeting with the application owner(s), business experts, IT Team representatives and other relevant parties (consultants, stakeholders, etc.).
 - Project Work Plan and Resource Plan;
 - design of IT architecture ('Design Plan')
 - plan for the integration with existing hosted infrastructure ('Integration Plan')
 - testing plan
 - plan for the transition to Production Plan also known as 'Deployment Plan';
 - plan for the provision of support services ('Issue Management Plan').
- Throughout the implementation of a specific contract, where and when needed, with the aim to monitor and control:
- a monthly report which shall include: a summary of the activities, the actual values of the quality indicators (as calculated by the Contractor) and compared with the SLA for the relevant specific contract, the risks identified, the problems encountered and the corrective measures proposed and undertaken and an analytical billing report. This report, with complete and accurate information at the end of the previous month, must be delivered no later than by the 10th day of the current month. The content and layout requirements of the report may evolve to better suit the Agency's needs. This evolution will be handled in collaboration with the Contractor;
 - a weekly project management report to allow the Agency to monitor progress and identify issues and potential delays in time.
 - a document showing the implementation of best practices as foreseen in the quality standards and procedures.
- At the end of each specific contract:
- Final report on the activities performed, including participation to meetings, and resources used.

5. PARTICIPATION IN THE CALL FOR TENDER

Participation in the Agency's procurement procedure is open on equal terms to all natural and legal persons or groupings of such persons (consortia) falling within the scope of the Treaties. It includes all economic operators registered in the EU and all EU citizens.

Pursuant to Article 119 of the Financial Regulation⁵, the participation is also open to all natural and legal persons from non-EU countries that have a ratified agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. The Agency can therefore accept offers from and sign contracts with tenderers from 34 countries, namely: the 28 EU Member States, 3 European Economic Area (EEA) Countries (Lichtenstein, Norway, Iceland) and 3 Stabilisation and Associations Agreements

⁵ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).

(SAA) Countries (the Former Yugoslav Republic of Macedonia, Albania and Montenegro). The Agency's procurement procedures are not open to tenderers from countries covered by the Agreement on Government Procurement (GPA).

6. VARIANTS

No variants are permitted.

7. DURATION AND SIZE OF THE CONTRACT

The FWC shall have an initial duration of two (2) years as from date of signature and may be renewed up to two (2) times, each time for an additional period of one (1) year. The total duration of the FWC shall not exceed four (4) years. The Agency reserves the right to cancel the FWC with the Contractor whose services are deemed to be of a quality below the required standards and procedures.

The maximum budget available for the total duration of the FWC (up to four (4) years) shall be EUR 6,000,000.00 (six million) excluding VAT.

The Agency reserves the right to apply Article 134(1)(e) of the Commission Delegated Regulation No 1268/2012 of 29 October 2012 on the rules of application of Regulation 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union⁶.

The estimated date for signature of the FWC is August 2016.

8. DOCUMENTS AVAILABLE TO THE TENDERER

- Contract notice published in the Official Journal of the European Union (OJ EU) S103 on 31.05.2016.
- Invitation to tender and annexes.
- Other documents, as mentioned in these tender specifications.

9. CONTRACTUAL FRAMEWORK

9.1 Type of contract

The services described above will be the subject of a single Framework Contract ('FWC').

The FWC will lay down the legal, financial, administrative and technical conditions applicable throughout its period of validity, including price indexation.

The draft FWC is attached as Annex III to this invitation to tender. Signature of the FWC does not commit the Agency to placing orders and does not give the Contractor any exclusive rights regarding the services covered by the FWC. In any case, the Agency reserves the right, at any time during the validity of the FWC, to cease placing orders, without the Contractor having the right to any compensation.

9.2 Ordering procedure

⁶ OJ L 362, 31.12.2012, p.1.

Ordering is the process through which the Agency acquires products and/or services. It starts with the request for services and ends with the signature of a specific contract. Specific contracts shall be used to order services under the FWC.

- The Agency initiates the order process by issuing a request for services to the Contractor.
- The Contractor shall submit a proposal within ten (10) working days.
- If the requested services are included in the financial proposal (based on the case study in Annex I.B) and/or in the financial offer and/or in the detailed official price list, then the price(s) for these services shall, with no exception, be equal or lower than the price(s) in the financial proposal and/or in the financial offer and/or in the detailed official price list. The Contractor may apply discount(s) which shall be clearly indicated.
- Should the requested services include products and/or services which are essential for the performance of a specific contract (e.g. to get a fully working system), but which are not listed in the financial proposal (based on the case study in Annex I.B) and/or in the financial offer and/or in the detailed official price list, these shall be indicated as **OUT OF PRICE LIST** by the Contractor.

In addition, the Contractor shall submit an offer related exclusively to the OUT OF PRICE LIST products and/or services. Shall the Agency accept the offer, the ordering process will continue on the basis of the proposal which includes the offer.

- Should the Contractor require additional information (technical, environmental, etc.) to be able to prepare the proposal, it shall send an information request to the Agency. The deadline for the submission of the proposal will be suspended until the Agency provides a reply.
- Within ten (10) working days following the receipt of the proposal the Agency shall:
 - Accept the proposal or
 - Ask the Contractor to modify the proposal within the deadline set by the Agency or
 - Reject the proposal.
- If the Agency accepts the proposal, the Agency shall send to the Contractor a specific contract based on the accepted proposal.
- Performance of the tasks starts from the date on which the specific contract is signed by the last contracting party.

In the event of failure to observe any of the above-mentioned deadlines or disagreement on the allocation of resources, the Contractor shall be considered unavailable.

The Contractor must work in close and regular cooperation with the responsible units within the Agency. The Contractor and his experts work under their own capacity and responsibility and do not represent the Agency. The Contractor's staff works under the instructions of the Contractor.

9.3 Joint tender

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Each legal entity of the group will be required to sign the FWC in

case of award, and shall assume joint and several liability towards the contracting authority for the fulfilment of the terms and conditions of the FWC.

Any change in the composition of the group during the procurement procedure may lead to the rejection of the tender. Any change in the composition of the group after the signature of the FWC may lead to the termination of the FWC.

The group shall nominate one legal entity ('the leader') who will have full authority to bind the group and each of its members, and will be responsible for the administrative management of the FWC (invoicing, receiving payments, etc.) on behalf of all other entities.

9.4 Subcontracting

Special attention will be paid to the approach proposed by the Contractor for managing its subcontractors. Tenderers will be required to indicate the kind of work which they plan to subcontract and the name of any companies to which they are intending to subcontract part of the work.

In case of subcontracting the contractor shall retain full liability towards the contracting authority for implementation of the FWC.

Any change in subcontracting during the procurement procedure may lead to the rejection of the tender.

Any change in subcontracting after the signature of the FWC is permitted only with the prior written consent of the Agency and may lead to the termination of the contract.

10. CONTRACTORS' OBLIGATIONS

10.1 Employment law applicable to transfers of undertakings

Tenderers are reminded that their offer must be established in conformity with the applicable national and European employment legislation regarding the transfer of undertakings, and specifically Directive 2001/23/EC⁷ and its national implementing measures. In particular, the Contractor should take note of the provisions on safeguarding employees' rights in the event of a change of employer as a result of a legal transfer.

10.2 Copyright and other intellectual property rights

Copyright and other intellectual or industrial property rights and any other right of ownership related to the products provided and services performed by the Contractor will be vested in the Agency, except where one or more of these rights already exists.

The Contractor must specify any parts of the products provided and services performed that are covered by copyright or any other rights of ownership prior to the execution of each specific contract. The Contractor must confirm that it has obtained the authorisation of the holder of these rights to use these parts. Any costs arising from obtaining this authorisation will be borne by the Contractor and clearly identified on his invoice.

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the FWC and specific contracts, shall be owned solely by

⁷ Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or part of undertakings or businesses, OJ L 82 of 22.03.2001, p. 16.

the Agency, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the FWC being entered into force.

Should the title of the copyright or intellectual property rights belong to a third party, the Contractor shall guarantee that it has requested and obtained those third parties' written authorisation to grant a license or assign to the Agency their copyright or intellectual property rights to the extent necessary for performing the services under the FWC and the specific contracts, and to the extent where the results/works obtained under the FWC are to be re-used in the context of another Agency's project/programme with another Contractor(s) working under a FWC or specific contracts. Costs will be covered by the Contractor.

This applies to all products, documentation, distribution media and methods.

If subcontractors are used, the Contractor will be required to obtain a guarantee from them on this point.

10.3 Confidentiality – personal data

While implementing the services, and especially when data is electronically processed, the Contractor shall respect the applicable legislation concerning data protection as stated in Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data,⁸ implemented at the Agency by Director Decision 2011-027 of 19 December 2011.

10.4 General security requirements

The Contractor shall comply with the security requirements derived from the EU legislation applicable at the time of the execution of the FWC.

The Contractor working at the Agency's premises shall conform to the Agency's internal security rules and policy. The Contractor may be required to replace immediately and without compensation any of the Contractor's staff members working at the Agency's premises considered undesirable by the Agency, at its sole discretion. In addition, all Contractors' staff performing services at the Agency's premises shall comply with the requirements of the Agency's Business Continuity Plan. These requirements shall be provided to them upon their arrival at the Agency.

The security requirements for each specific request for services shall be described in the relevant specific contract.

The Contractor shall not move or remove any product, equipment or material whatsoever owned by the Agency or present at the Agency's premises without the Agency's express written approval. Each move or removal of a product, equipment or material whatsoever, shall be recorded in writing.

The Contractor shall take all the necessary measures and steps to ensure that the data and the magnetic media where products are or shall be stored are safely preserved. The services and products supplied shall not contain any mechanism (e.g. viruses) which could compromise a proper operation of the product in question or any other product owned by the Agency. The cost of repairing the damage caused by such a mechanism shall be borne solely by the selected Contractor.

⁸ OJ L 8/1, 12.1.2001

The Contractor undertakes to inform the Agency in writing as soon as it has any knowledge of defaults in his products that might endanger the security of the configurations of which they form a part of. He shall immediately take any measures necessary to restore the security of the configurations and correct the defaults.

The Contractor shall ensure that all security precautions for each product and/or services are clearly spelled out in the relevant documentation supplied to the Agency.

Should the Contractor, during the performance of the services which are the subject of the FWC, need remote access to Agency's internal IT resources from the external domain, he shall be requested to comply with the Agency's internal rules on practical and technical security for remote intervention. For this purpose the Contractor may be requested to sign a specific agreement for remote intervention provided by the Agency.

The Agency may in exceptional cases, due to security reasons, ask the Contractor that his staff undergoes a security screening. This may apply to any specific contract.

The Contractor shall impose the security obligations stemming from the FWC, as well as from any specific contract upon any of its subcontractors and their staff performing tasks in the execution of the FWC.

The Agency reserves the right to conduct an external security and/or quality audit of the services that are subject of this Tender.

The Contractor shall allow regular checks, audits and supervision of the services provided to the Agency. The Agency shall decide on the frequency and scope of such checks, audits and supervision, as well as provide properly trained staff to perform them (e.g. Agency's staff, external contractors, etc.). The Contractor shall be notified at least ten (10) working days in advance that such a check, audit or supervision shall take place. The Agency may perform remote penetration or vulnerability tests of the hosted equipment without prior notification to the Contractor.

11. PLACE OF PERFORMANCE OF THE SERVICES AND WORKING HOURS

11.1 Place of work

The principle place of performance of the FWC shall be at the Contractor's premises (working *off-site*).

The principal place of performance of specific contract(s) shall depend on each specific contract and shall be indicated in the relevant request for services (the place may either be at the Agency's premises in Ljubljana, Slovenia or at the Contractor's premises).

In cases where the performance of a specific contract shall take place at the Agency's premises, this shall be considered as working *on-site*.

Working *on-site* includes also participation in meetings, presentations, etc. organised at the Agency's premises in Ljubljana, Slovenia

11.2 Meetings

Meetings between the Agency's staff and the Contractor shall take place at the Agency's premises in Ljubljana, Slovenia, and only exceptionally and with the agreement of the

Agency, at the Contractor's premises.

If deemed appropriate and at the sole discretion of the Agency, meetings between the Agency and the Contractor could be organised using a video conference systems, telephone conferences and/or any other communication means.

Meetings between the Agency and third parties (NRAs, EU institutions and other stakeholders), to which the Contractor may be invited, will be mainly organised in Ljubljana, Slovenia, but may take place also in other EU Member States.

All meetings will be notified to the Contractor, by e-mail, in reasonable time and in any case at least five (5) calendar days prior to the meeting, or at least two (2) calendar days prior to the meeting if video/telephone conferencing systems are used. The Contractor shall confirm by e-mail the attendance to the meeting.

The Contractor shall prepare minutes of these meetings, indicating the participants, agenda, and main issues of discussion and action points.

Any expenses incurred by the Contractor within the framework of these meetings (i.e. travel costs, subsistence allowance or any other related costs) shall not be reimbursed separately by the Agency.

11.3 Normal working time of the Agency

The normal working time of the Agency is between 8:00 am and 20:00 with core hours from 9:30 to 12:00 and from 14:00 to 16:00.

For each specific contract, the Contractor shall define their working hours at the Agency's premises in the Service Level Agreement.

In a specific contract, the Agency may require that some services are provided by the Contractor also outside the normal working days (i.e. Saturdays, Sundays, Agency's holidays⁹) or normal working hours (i.e. between 20:00 and 8:00), in which case the Contractor shall be entitled to a 50 % bonus for the quantity of man days performed in such a manner. This shall apply to both working *on-site* and *off-site* and has to be explicitly specified in each response to the request for services.

12. LANGUAGE

The working language of the Agency is English. All communication, all the required services and all documentation must be provided in English. All meetings shall be held in English.

13. PAYMENT METHODS

Except where the specific contracts provides for otherwise, provisions related to payment are laid down in the draft FWC (Annex III to the Invitation to Tender). Payments will be made exclusive of VAT, as the Agency is exempt from all duties and taxes, including value added tax (VAT), under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. Invoice(s) presented by the Contractor must specify the amount(s) exclusive of VAT.

⁹http://www.acer.europa.eu/Official_documents/Director/Directors%20Decision/Director%20Decision%202015-22.pdf

The services will be invoiced on the basis of the services provided after full delivery and approval of progress report(s) and/or final report(s) and in line with the payment schedule described in the relevant specific contract.

14. PRICES

- The prices should be quoted in euro.
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union the Agency is exempt from all duties and taxes, including value added tax (VAT). VAT should be indicated separately and will not be taken into account when considering prices.
- The unit prices quoted must be firm and not subject to revision for the first year of the FWC.

From the beginning of the second year prices may be revised upwards or downwards according to the harmonised indices of consumer prices (HICP) for Slovenia (MUICP index) and the method laid down in the FWC.

The prices quoted shall be all inclusive and shall include, where relevant, the related services such as, for instance, initial set up, installation and basic configuration etc., and shall include any travel and/or subsistence expenses.

- No expenses incurred in relation to the preparation of the offer will be reimbursed.

15. SUBMISSION OF TENDERS

The tenderer's offer should include:

- A. **A dated cover letter** signed by the tenderer's legal representative.
- B. **Duly completed reference table** related to the exclusion and selection criteria (see Annex I.C to these tender specifications).
- C. **Duly filled in, signed and dated declaration on honour on exclusion criteria** listed under Section 16 of these tender specifications (model provided in Annex I.E to these tender specifications).
- D. **All the documents relating to the selection criteria** listed in Section 17 of these tender specifications.
- E. **The technical tender**, as described in Section 18 to of these tender specifications.
- F. **The proposal for the case study** as described in Section 19 of these tender specifications which should be limited to maximum 50 pages A4.
- G. **Two financial proposals for the case study** as described in Annex I.B to these tender specifications, signed and dated by the tenderer.
- H. **The financial offer** based on the model in Annex II to the invitation to tender, duly filled in, signed and dated by the tenderer.

I. A detailed official price list of all the services the tenderer offers as described in Section 20 of these tender specifications signed and dated by the tenderer.

In case the offer involves sub-contracting or the tender is submitted by a consortium or grouping of service providers, the tender must contain additional information as specified in Sections 16 and 17 of these tender specifications.

Tenders may be drafted in any of the official languages of the European Union.

The working language of the Agency is English.

16. EXCLUSION CRITERIA

Tenderers must prove that they are **not** in one of the situations giving rise to exclusion as described below, by providing the following information, evidence and documents with their tender.

16.1 Exclusion from participation (Article 106, Financial Regulation)

Tenderers shall be excluded from participation in this procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the EIB and international organisations;
- (d) they are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they or persons having powers of representation, decision-making or control over them have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;
- (f) they are subject to an administrative penalty referred to in Article 109(1).

16.2 Exclusion from award of contracts (Article 107, Financial Regulation)

The FWC shall not be awarded to tenderers who, during the procurement procedure for this FWC:

- (a) are subject to a conflict of interests.

(b) are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the procurement procedure, or fail to supply that information.

Evidence

1. Tenderers shall provide a declaration on their honour, **duly signed** and **dated**, stating that they are not in one of the situations referred to in Articles 106 and 107 of the Financial Regulation, using the form provided in Annex I.E to these tender specifications.
2. The tenderer to whom the FWC is to be awarded shall provide, within a time-limit specified by the Contracting Authority and prior to the signature of the FWC, the following evidence in support of their declarations:

The contracting authority shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in points (a), (b) or (e) of Article 106(1) of the Financial Regulation, a **recent extract from the judicial record** or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. The contracting authority shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (a) or (d) of Article 106(1) of the Financial Regulation, a **recent certificate issued by the competent authority of the State concerned**.

The extract from the judicial record and administrative certificates can be regarded as recent if they are not more than one (1) year old starting from their issuing date and are still valid at the date of their request by the contracting authority.

Where the document or certificate referred to in the paragraph above is not issued in the country concerned and for the other cases of exclusion referred to in Article 106 of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

3. Depending on the national legislation of the country in which the tenderer is established, the documents referred to in the paragraph above shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

The Agency reserves the right to check the information provided by tenderers.

Tenders submitted by consortia or groups of service providers – tenders involving subcontracting:

In the case of tenders submitted by consortia or groups of service providers, each of the economic operators involved in the tender must provide a dated and signed declaration on honour, based on the model provided in Annex I.E to these tender specifications, confirming that none of the exclusion criteria for participation in or award of the FWC apply to them.

The tenderers proposed for award of the FWC must furnish, within the time-limit specified by the awarding authority and prior to the signature of the FWC, the evidence listed above, corroborating the declaration on their honour, in respect of each economic operator forming part of their consortium or group of service providers.

In the case of tenders involving subcontracting, the tenderer proposed for award of the FWC must furnish, within the time-limit specified by the awarding authority and prior to the signature of the FWC, the declaration on their honour and/or the evidence listed above regarding exclusion criteria for participation in or award of the FWC, in respect of each of the subcontractors in respect of whom the Agency requests such evidence.

The Agency reserves the right to check the information provided by tenderers.

17. SELECTION CRITERIA

Tenderers must demonstrate that they have the necessary economic, financial, technical and professional capacity to perform the tasks described in these tender specifications in accordance with the payment schedule specified in the draft FWC at Annex III to the Invitation to Tender.

Where the offer is submitted by a consortium or group of service-providers, the economic and financial capacity must be ascertained at the level of each economic operator forming part of the consortium or group. Technical and professional capacity may be ascertained at consortium or group level, or at the level of each member of the consortium or group.

Where the offer is submitted by a tenderer who intends to subcontract part of the tasks or entrust them to another economic operator, the subcontractors or economic operators involved must demonstrate that they have the requisite economic, financial, technical and professional capacity.

An economic operator may, if necessary and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links he has with them. He must in this case prove to the awarding authority that he will have at its disposal the resources necessary for the performance of the FWC, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

Tenderers must provide proof of their professional, economic, financial, and technical capacity by enclosing with their tender the following information and documents, accompanied by the reference tables shown in Annex I.C to these tender specifications:

17.1 Legal capacity

- Duly completed and signed form ‘Identification of the tenderer’ (see Annex I.D to these tender specifications);
- Duly completed and signed financial identification form (see Annex I.F to these tender specifications) - the form can be downloaded from:
http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm
- Duly completed and signed legal entity form (see Annex I.G to these tender specifications) – the form can be downloaded from:
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

- Certificate of enrolment on the professional or trade register in accordance with the legislation of the Member State in which the tenderer is established.

17.2 Economic and financial capacity

Evidence of economic and financial capacity must be provided by means of one or more of the following documents:

- Evidence of valid professional risk insurance cover(s) concerning the services covered by the FWC with a detailed description of the covers and restrictions in English. The professional risk insurance cover shall have a limitation of **at least EUR 500,000 per claim**. The Contractor's professional risk insurance cover(s) shall remain valid for a period of twelve (12) months after the FWC expires or after the FWC is terminated.
- A statement of overall turnover and turnover concerning the services covered by the FWC during the last two (2) financial years. The turnover concerning the services covered by the FWC should amount to **at least EUR 1,500,000.00 per year** for the last two (2) financial years.

17.3 Technical and professional capacity

Proof of the technical and professional capacity of the tenderers shall be furnished on the basis of the documents listed below (for joint applications, the capacities of all members of the joint application, including subcontractors, shall be taken into account).

The tenderer must prove that he/she fulfils the following criteria:

- 17.3.1 The average annual manpower of at least 100 employees, excluding the managerial staff, over the last two years.

Evidence to be provided: A statement of the average annual manpower and the number of managerial staff over the last two (2) years fulfilling the abovementioned criteria.

- 17.3.2 ISO/IEC 27001 or equivalent certification in the field of datacentre operations.

Evidence to be provided: Copies of the certifications held in the field of datacentre operations fulfilling the abovementioned criteria.

- 17.3.3 At least three (3) years' experience in the business domain (hosting) with at least two (2) contracts, each in the value of **at least EUR 1,000,000.00**, implemented by the tenderer during the last three (3) years. The tenderer's references must be relevant to these tender specifications (i.e. IT hosting services).

Evidence to be provided: Statement describing experience of the tenderer in the business domain (hosting) fulfilling the abovementioned criteria and details of at least two (2) major contracts, relevant to these tender specifications, implemented by the tenderer during the last three (3) years which have to include at least the scope, duration, value and the customer; fulfilling the abovementioned criteria.

17.3.4 Provision of services of the type as requested in this tender for a total invoiced amount (i.e. total amount effectively invoiced to the customer(s)) of **at least EUR 500,000.00** in each of the years 2014 and 2015.

Evidence to be provided: Name(s) of customer(s), a brief description of services undertaken, total financial volume of the contract(s) upon initial signature and total financial volume of the contract(s) effectively delivered (i.e. total amount effectively invoiced to the customers) in the years 2014 and 2015 fulfilling the abovementioned criteria.

17.3.5 Tenderer's policy on the use of subcontractors, the means of ensuring quality when subcontractors are used and the escalation mechanisms in case of unsatisfactory performance.

Evidence to be provided: A description of the tenderer's policy on the use of subcontractors fulfilling the abovementioned criteria.

17.3.6 The team delivering the services includes, as a minimum, an adequate number of experts for each profile described in Annex I.A (point 3); i.e. at least two (2) experts for each profile. Each of the proposed experts must fulfil the minimum levels of qualifications and professional experience applicable for a respective profile as described in Annex I.A (point 3).

Evidence to be provided: A detailed description of the human resources available for the performance of the work required, including subcontractors. The tenderer shall include Curricula Vitae (CVs) showing clearly their qualifications and professional experience within the relevant business area. The Tenderer shall provide two CVs for each profile described in Annex I.A (see point 3).

17.4 Sub-contracting

For those tenders **including subcontracting**, the tenderer must submit:

- A declaration of the tenderer, duly signed and dated, stating clearly the identity and roles of the subcontractor(s) as well as the description of the quality control measures the tenderer intends to apply on the tasks to be carried out by (each of) the subcontractor(s).
- A letter of intent by (each of) the subcontractor(s), **duly signed and dated**, stating the unambiguous undertaking to collaborate with the tenderer if the latter wins the FWC and the extent of the resources that it will put at the tenderer's disposal for the performance of the FWC.

In the **absence of subcontracting**:

- A declaration of the tenderer, **duly signed and dated**, stating that he does not intend to subcontract and that he will inform the Agency about any change in this situation. The Agency reserves the right to judge if such change would be acceptable.

17.5 Tenders submitted by a consortium or grouping of service providers

For those tenders submitted by a consortium or grouping of service providers, the tender must contain:

- A document stating clearly the composition and constitution of the grouping or similar entity (company/temporary association/...), or the legal form their cooperation will take,

should they be awarded the FWC;

- A letter **dated and signed** by each member stating its commitment to execute the services in the tender clearly indicating its role, qualifications and experience;
- A document **dated and signed** by all members specifying the lead of the consortium or grouping of service providers and authorising the appointed lead of the consortium or grouping of service providers to submit the offer.

Joint tenders will be assessed as follows:

- The exclusion criteria will be assessed in relation to each company individually. The declaration on honour on exclusion criteria included in Annex I.E, duly signed and dated, stating that the tenderer is not in one of the exclusion situations, must be provided by each member of the consortium or the group.
- The selection criteria for economic and financial capacity will be assessed in relation to each company individually. However, economic and financial criteria that shall be achieved above a certain minimum threshold (i.e. average annual turnover) will be assessed in relation to the consortium or group of companies as a whole.
- The selection criteria for technical and professional capacity will be assessed in relation to the consortium or group of companies as a whole.

Tenders which do not meet the exclusion and/or selection criteria will not be considered.

Tenderers who do not provide the documents required in these tender specifications with regard to the exclusion and/or selection criteria may be excluded. The Agency will decide whether the substantiating documents provided constitute compliance with the exclusion and/or selection criteria.

18. TECHNICAL TENDER

Tenderers should include in their offer a technical tender detailing how they intend to perform the tasks covered by the FWC, in compliance with all the requirements of these tender specifications. In particular, the technical tender shall contain the information described below and shall not exceed 35 pages A4 format in total (character 12, line spacing 1.5). Offers that fail to comply with this requirement may be rejected.

The technical tender should not include any of the documents referred to under the exclusion and/or selection criteria, nor should it refer to matters already covered by the exclusion and/or selection criteria.

18.1 Infrastructure

- Power distribution scheme (available power, UPS, autonomy, redundancy of equipment and suppliers, provision of 3ph and 2ph power, etc.).
- Air conditioning (cooling) scheme (available capacity, technology used, redundancy, etc.).
- Network connectivity scheme, depicting how the facility interconnects with the main national and European telecommunications operators and providers (redundancy of operators, variety of bandwidth options, guaranteed availability and performance,...), including the Service Level Agreements (SLAs) that the tenderer has in place with the telecommunications provider(s) to guarantee connection uptime.

- Description of physical location(s) (including appropriate maps, travel instructions, addresses) and the confirmation that appropriate measures were taken to manage the associated risks (earthquake, flood, etc.).
- Available datacentre space and specific options that could be used (cages, private rooms, facilities to store, unpack, setup and test equipment).

18.2 Technology

- Description of technologies supported (blade servers, standalone servers, virtualisation of servers, storage and network, block or file storage, etc.).
- List of supported vendors and basic information on SLAs that the tenderer has in place with the equipment provider(s) to guarantee uptime.
- Available options for hosting regime (dedicated vs. shared, rented vs. owned, managed vs. unmanaged).
- Description of the networking infrastructure and the relevant equipment used for providing the hosting services (firewalls, routers, switches, load balancers, proxies, etc.), variety of options, scalability and flexibility of the equipment.

18.3 Performance

- Description of how the tenderer provides operations in 24x7 regime.
- Description of available network connections to the internet or the Agency's premises including bandwidth, technology and protocols. The tenderer should provide a variety of different options related to bandwidths (1 Mbps, 10 Mbps, 100 Mbps, 1 Gbps), technologies (leased copper or fibre lines) and protocols (site-to-site VPNs).
- Description of tools and methods for identifying performance bottlenecks and degradations.

18.4 Security

- Description of physical security (fire and flood protection measures, access management, policies and procedures, etc.).
- Description of technical security (surveillance, monitoring, technical security measures).
- Tenderer's internal network security protection measures and policies (IPS, IDS).
- Description of redundancy of all datacentre infrastructure, including physical location, outside network connections, cooling system and power system.
- Descriptions of malware protection policies and available support, including policies for security patching of HW and SW components.
- High Availability options for hosted equipment (redundancy of all equipment).
- Business Continuity options for hosted equipment (replacement of faulty equipment).
- Disaster Recovery options for hosted equipment (secondary site).
- Description of backup options for hosted equipment (supported backup solutions, protection of backup media, off-site storage of backup media).
- Description of alerts and notifications (monitoring systems).
- Description of test plans and procedures to check resilience of the tenderer's datacentre.
- Description of data security (policies, rules, implementations, data vulnerability and penetration tests, internal security audit process, etc.).
- Description of a process for ensuring that only authorised persons are given access to the Agency's ICT infrastructure and that all accesses are logged and records kept for at least 12 months.

18.5 Software

- Description of the supported operating systems.
- Description of the supported security related software solutions (anti-malware, monitoring and surveillance of infrastructure and hosted equipment, backup software, DR/BC software, etc.).
- Descriptions of the supported technology specific software (hypervisors, virtualised networking equipment – switches, routers, firewalls, load balancers, etc.).
- Description of the supported system management software.
- Description of software tools for automated release and deployment management.

18.6 Support Services

- Description of supported provisioning services (servers, network, storage, software, racks, cabling, etc.) including licensing, delivery time, availability of human resources and infrastructure.
- Description of supported installation services including physical manipulation of equipment, inter-connectivity, supported SW installations, supported SW and HW updates and upgrades.
- Description of supported configuration services including set up and change management of supported SW and HW.
- Description of how the tenderer ensures that all hosted supported SW and HW are properly tested prior to entering production.
- Description of monitoring and surveillance services including reporting and alerting in 24x7 regime.
- Description of supported system administration services.
- Description of how the service desk support is organised and accessible to clients (response times, communication channels, rules and procedures, etc.).
- Description of custom services not covered above including all of the above services relating to unsupported equipment (e.g. HW and SW installations and configurations based on instructions provided by the Agency, provisioning of digital certificates for internal and external users).

18.7 Project Management

- Description of how the tenderer allocates resources and ensures the availability of his staff (HR policy, resource selection methodology, personnel management).
- Description of how the tenderer deploys a typical hosting project (analyse, plan, design, test, deploy) including timeline, resource planning and project management.
- Description of how the tenderer ensures proper quality of his services (benchmarking, auditing, measurement).

18.8 Provision of BC/DR services

A secondary site is a location where an organisation can easily relocate IT hosted or owned services following a disaster. The process is described in the disaster recovery (DR) plan and wider business continuity (BC) planning of an organisation.

The BC/DR services shall guarantee that unless otherwise stated in a specific contract, in the event of a complete system failure¹⁰ lasting more than twenty-four (24) hours from the time it is notified by any means of communication to the Contractor, or in the event of intermittent failures lasting more than forty-eight (48) hours for any reason whatsoever regardless of the total duration of the failures, the Contractor shall, upon a duly substantiated request, make available to the Agency, within twenty-four (24) hours, an equivalent system or the necessary hardware and software (including necessary infrastructure) enabling the Agency to run its applications in the interim period. The cost of such equivalent material shall be borne by the Contractor. The Agency will periodically test the Contractor's ability to fulfil the obligations deriving from this paragraph.

The tenderer shall confirm the availability of properly equipped, secured and connected secondary site at least 100 km apart from the primary site.

The tenderer shall provide a draft plan (maximum 5 pages A4 format) on how it plans to ensure that the requirements stated above are met. The proposed plan shall consider replication of all hosted data, applications and configurations to a remote location (secondary site) controlled and operated by the tenderer. The plan should be as independent of particular vendors and configurations as possible.

19. CASE STUDY

The tenderer shall submit a detailed proposal for the case study presented in Annex I.B of the tender specifications.

20. DETAILED OFFICIAL PRICE LIST FOR SERVICES

In addition to the financial offer, based on the model in Annex II to the invitation to tender, and referred to in point 15.H of these tender specifications, the tenderer shall provide a detailed official price list for all services relevant to the scope of this call for tenders.

Each product and/or service shall include at least a description, a unit of measurement, quantity and price per unit/quantity.

The detailed official price list shall be provided in print and in electronic form (CD).

This list shall mark the products and/or services which will be included in the financial proposals referred to in point 15.G of these tender specifications.

The detailed official price list, the financial offer and the financial proposal (based on the case study) shall be contractually binding. The price(s) for the same product and/or service which will be included in the financial proposal shall prevail over those stated in the financial offer. The price(s) for the same product and/or service which will be included in the financial offer shall prevail over those stated in the detailed official price list.

¹⁰ *Complete system failure* for the purpose of this tender means that the hosted equipment or part of the hosted equipment becomes unavailable or non-functional or unsecure to the extent that it cannot be used by the Agency to run its applications, or that the performance of the hosted equipment or the quality of services provided by the hosted equipment degrade to the extent that the hosted equipment cannot be used by the Agency to run its applications.

21. AWARD CRITERIA

The FWC will be awarded to the tender offering the best value for money on the basis of the criteria specified below.

21.1 Technical quality, with weighting for technical quality: 65%

Tenders scoring less than 60 overall points will be excluded from further evaluation. Tenders scoring less than 60% of the points awarded for each of the single criterion will be excluded from further evaluation.

The technical quality criteria, their importance factor and system of scoring are presented in detail below:

No	Technical quality criteria	Maximum points available	Threshold
1.	Technical tender		
1.1.	16.1 Infrastructure: Resilience/redundancy, guaranteed availability and capacity, scalability and maturity of the infrastructure offered.	10.00	6.00
1.2.	16.2 Technology: Flexibility, variety, compatibility and vendor support of the technologies offered.	10.00	6.00
1.3.	16.3 Performance: Reliability, efficiency and adequacy of the offered performance	10.00	6.00
1.4.	16.4 Security: Capability to preserve availability, integrity and confidentiality of information, maturity of the offered security model, effectiveness of the physical, technical and organisational security measures.	10.00	6.00
1.5.	16.5 Software: Flexibility, variety, compatibility and maturity of the offered software solutions.	10.00	6.00
1.6.	16.6 Support Services: Completeness, availability and relevance of the support services.	10.00	6.00
1.7.	16.7 Project Management Capability to manage complex project according to standard methodologies and best practices (e.g. PM2, Prince, PMBOK or similar) and monitor service quality and efficiency of human resource allocation.	8.00	4.80
1.8.	16.8 Provision of BC/DR services Completeness, feasibility and consistency of the plan for meeting BC/DR requirements.	8.00	4.80
2.	Case study		
	Completeness, feasibility and consistency of solutions proposed and services offered.	18.00	10.80
3.	Detailed official price list		
	Relevance and variety of products and services offered, flexibility and usability of equipment and hosting services offered.	6.00	3.60

	TOTAL	100.00	60.00
--	--------------	---------------	--------------

21.2 Price, with weighting for price: 35%

In order to evaluate the offers, the Agency will calculate the total reference price, based on two financial proposals, based on the financial proposal submitted by the tenderer, as described in point 15.G of tender specifications.

The total reference price has no contractual value and will be used solely for the purpose of this evaluation.

The tenderer shall provide **two separate financial proposals** on the basis of the case study described in Annex I.B to these tender specifications.

IMPORTANT:

Tenderers shall present the following financial proposals:

- **a financial proposal for a period of one (1) year AND**
- **a financial proposal for a period of two (2) years.**

Both financial proposals shall comply with the terms and provisions of the case study.
Any tender not meeting these conditions may be considered invalid and may be rejected.

Each financial proposal shall be all-inclusive and shall list each service and/or product, the unit of measure, the quantity, the price per item and the total price of the relevant service and/or product and shall include all products and/or services described in the case study.

In case the tenderer fails to include a product and/or a service and/or a part of the service needed for the implementation of the case study the tender will be rejected.

The prices for each identified product and/or service indicated in the financial proposals shall be contractually binding.

In addition to the financial proposal submitted by the tenderer, which shall include all services described in Annex I.B to these tender specifications, the tenderer shall provide a financial offer based on the model in Annex II to the invitation to tender and a detailed official price list for all the services the tenderer offers as described in Section 15 of these tender specifications.

The financial offer and/or the detailed official price list shall include all the prices quoted in the financial proposal (these prices shall be highlighted for the purpose of transparency and traceability and shall enable the Agency to verify the consistency between the financial proposal and the financial offer and/or the detailed official price list) as well as all other services relevant to the scope of this call for tenders.

FORMULAE FOR CALCULATING the total reference price:

	DESCRIPTION	All-inclusive price in EUR	Weighting factor	VALUE
A	B	C	D	E = C * D
1	Financial proposal for the case study for a period of one (1) year		50%	

2	Financial proposal for the case study for a period of two (2) years		50%	
	<u>TOTAL REFERENCE PRICE = VALUES 1 + 2</u>			

21.3 Final evaluation

The formula to calculate economically the most advantageous offer is:

$$\text{Final score for tender X} = \frac{\text{cheapest total reference price}}{\text{total reference price of tender X}} * 35 + \frac{\text{total technical quality of tenderer X}}{100} * 65$$

The tenderer with the highest mark for the final score will be awarded the FWC.