



# **Call for tenders**

## **Managed IT Services**

### **Tender Specifications**

**(Ref. FCH/Contract 204)**

For the Joint Undertakings located in the White Atrium building,  
Brussels, Belgium

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## 1. SUMMARY

|                                       |  |
|---------------------------------------|--|
| <b>Awarding authorities</b>           | <p>The Contracting Authority is the Fuel Cells and Hydrogen 2 Joint Undertaking (FCH2 JU), acting on its behalf and on behalf of the following participating institutions: Innovative Medicines Initiative 2 Joint Undertaking (IMI JU); CleanSky 2 Joint Undertaking (Cleansky JU); Bio-based Industries Joint Undertaking (BBI JU); Shift2Rail Joint Undertaking (S2R JU); Electronic Components and Systems for European Leadership Joint Undertaking (ECSEL JU).</p> <p>The procedure and the resulting framework contract may be opened to any new EU body to be established in the White Atrium building before the signature of the contracts or at any time during the period of validity of the contract.</p> <p>Hereafter the above participating institutions will be referred to for the purpose of this call for tenders as "<b>the Joint Undertakings</b>" (also referred to as "<b>the JUs</b>").</p> |
| <b>Purpose</b>                        | <p>The purpose of this call for tenders is to establish a Framework Contract for managed infrastructure services and maintenance of the IT infrastructure environment in the White Atrium building, including telecommunications with telephony and internet connectivity provision, and to provide support in adaptations to this environment. The contract will also cover a repair and disposal channel for equipment.</p>  |
| <b>Indicative volume</b>              | <p>The indicative maximum volume of the contract over the maximum duration of four years is EUR 2,400,000.00</p>   |
| <b>Contract</b>                       | <p>The awarding authorities will sign a single Framework Contract with the successful tenderer.</p>  |
| <b>Submission of offers</b>           | <p>Tenderers must submit their offer according to these tender specifications. The format and deadlines for submission are specified in chapter 3.6 below.</p>   |
| <b>Duration of Framework Contract</b> | <p>Initial duration of the contract is of 1 year from the date of signature.</p> <p>After the initial period, the contract may be renewed three times, each time for a period of one year.</p>   |
| <b>Main places of delivery</b>        | <p>The premises of the Joint Undertakings (White Atrium building, Brussels).</p>   |
| <b>Particulars of delivery</b>        | <p>Delivery must be in conformity with the placed orders.</p>  |
| <b>Variants</b>                       | <p>Not permitted.</p>  |
| <b>Joint offers</b>                   | <p>Permitted.</p>  |
| <b>Subcontracting</b>                 | <p>Permitted. However, any intention to subcontract must be clearly announced in the offer.</p>  |



ECSEL Joint Undertaking  
European Commission and Horizon for European Leadership



innovative  
medicines  
initiative



|                |   |
|----------------|---|
| <b>Annexes</b> | All annexes referenced in section 8 shall form an integral part of these Tender Specifications. |
|----------------|---|

## 2. INTRODUCTION TO THE JUs

The European Technology Platforms successfully gathered the main European R&D players - namely large industries, SMEs, research organisations and the scientific community - to define Strategic Research Agendas in particular fields. In certain cases, the scale and complexity was such that a new approach was needed to implement all or parts of these agendas.

The Joint Undertakings (JUs) have been initiated as new instrument within the Seventh Framework Programme, and have continued to support, under the Horizon 2020 – the EU Framework Programme for Research & Innovation, large-scale multi-national research activities. The JUs are established as EU bodies, on the basis of Article 187 of the Treaty on the Functioning of the European Union (TFEU), in the form of public-private partnerships, and are set up in order to address strategic areas where research and innovation are essential to European competitiveness.

Horizon 2020<sup>1</sup> focuses resources on three distinct, yet mutually reinforcing priorities. These priorities correspond to those of Europe 2020 and the Innovation Union.

- (1) **Excellent Science.** This will raise the level of excellence in Europe's science base and ensure a steady stream of world-class research to secure Europe's long-term competitiveness. It will support the best ideas, develop talent within Europe, provide researchers with access to priority research infrastructure, and make Europe an attractive location for the world's best researchers.
- (2) **Industrial Leadership.** This will aim at making Europe a more attractive location to invest in research and innovation (including eco-innovation), by promoting activities where businesses set the agenda. It will provide major investment in key industrial technologies, maximise the growth potential of European companies by providing them with adequate levels of finance and help innovative SMEs to grow into world-leading companies.
- (3) **Societal Challenges.** This reflects the policy priorities of the Europe 2020 strategy and addresses major concerns shared by citizens in Europe and elsewhere. A challenge-based approach will bring together resources and knowledge across different fields, technologies and disciplines, including social sciences and the humanities. This will cover activities from research to market with a new focus on innovation-related activities, such as piloting, demonstration, test-beds, and support for public procurement and market uptake. It will include establishing links with the activities of the European Innovation Partnerships.

Members of the Joint Undertakings are the European Union (represented by the European Commission), Member States or States associated to the H2020, and R&D actors (corporate companies, SME's, research organisations and universities) performing research and innovation activities in the European Union.

The contracting authority is made of the Joint Undertakings. The six Joint Undertakings (JUs) as follows:

- **Clean Sky 2 Joint Undertaking (CS 2 JU)** is the largest European research programme developing innovative, cutting-edge technology aimed at reducing CO<sub>2</sub>, gas emissions and noise levels produced by aircraft. Funded by the EU's Horizon 2020 programme, Clean Sky contributes to strengthening European aero-industry collaboration, global leadership and competitiveness. A Public Private Partnership between the European Commission and the European aeronautics industry, Clean Sky coordinates research and innovation between industrial leaders, universities, research centres and SMEs. The original Clean

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<sup>1</sup> For more information on H2020, please visit: <https://ec.europa.eu/programmes/horizon2020/>

Sky 1 programme was launched in 2008 and runs until 2017. Clean Sky 2 began in 2014 and continues until 2024, building on the original programme's achievements.

More information can be found at: <http://www.cleansky.eu>

- The **Fuel Cells and Hydrogen 2 Joint Undertaking (FCH 2 JU)** is a unique public private partnership supporting research, technological development and demonstration (RTD) activities in fuel cell and hydrogen energy technologies in Europe. Its aim is to accelerate the market introduction of these technologies, realising their potential as an instrument in achieving a carbon-lean energy system.

Fuel cells, as an efficient conversion technology, and hydrogen, as a clean energy carrier, have a great potential to help fight carbon dioxide emissions, to reduce dependence on hydrocarbons and to contribute to economic growth. The objective of the FCH 2 JU is to bring these benefits to Europeans through a concentrated effort from all sectors.

The three members of the FCH 2 JU are the European Commission, fuel cell and hydrogen industries represented by Hydrogen Europe and the research community represented by Hydrogen Europe Research.

More information can be found at: <http://www.fch.europa.eu/>

- The **Innovative Medicines Initiative 2 Joint Undertaking (IMI 2 JU)** is Europe's largest public-private initiative aiming to speed up the development of better and safer medicines for patients. IMI supports collaborative research projects and builds networks of industrial and academic experts in order to boost pharmaceutical innovation in Europe. IMI is a joint undertaking between the European Union and the pharmaceutical industry association EFPIA.

More information can be found at: <http://www.imi.europa.eu>

- The **Bio-Based Industries Joint Undertaking (BBI JU)**: The main focus of BBI JU is on the transformation of non-edible parts of plants (e.g. wood, agricultural and forestry residues) and biodegradable wastes into bio-based products and biofuels. The non-edible part of plants, also referred to as ligno-cellulosic material, is usually heterogeneous and contains a mix of different types of complex biomolecules (i.e. cellulose, hemi-cellulose and lignin). The technology required for transforming ligno-cellulosic material is considered "more advanced" compared to current technologies converting edible parts of plants, and is still being developed. The resulting products and processes are therefore called "advanced".

More information can be found at: <https://www.bbi-europe.eu/>

- The **ECSEL Joint Undertaking (ECSEL JU)**: The "Electronic Components and Systems for European Leadership" (ECSEL) is a Joint Undertaking established in June 2014 by the European Union Council Regulation No 561/2014. It is a public-private partnership that will engage, for 2014 to 2020, up to 1.17 billion euro funding from the European Union's Horizon 2020 research and innovation programme, combining it with a commensurate amount of national/regional funding and participants' own contributions to leverage about 5 billion euro Research and Innovation investments in nanoelectronics, embedded and cyber-physical systems, and system integration technologies. The R&D actors are represented by the associations AENEAS, ARTEMISIA and E PoSS.

- More information can be found at: <https://www.ecsel.eu/>

- The **Shift2Rail Joint Undertaking** ( S2R JU ) is a public-private partnership in the rail sector, established under Horizon 2020, to provide a platform for coordinating research activities with a view to driving innovation in the rail sector in the years to come. It was established on 7 July 2014, following the entry into force of Council Regulation (EU) No 642/2014 of 16 June 2014 establishing the Shift2Rail Joint Undertaking. Shift2Rail is the first European rail initiative to seek focused research and innovation (R&I) and market-driven solutions by accelerating the integration of new and advanced technologies into innovative rail product solutions. Shift2Rail promotes the competitiveness of the European rail industry and will meet changing EU transport needs. R&I carried out under this Horizon 2020 initiative will develop the necessary technology to complete the Single European Railway Area (SERA).

More information can be found at: <https://shift2rail.org/>

### 3. OVERVIEW OF THE TENDER

#### 3.1. Description of the contract

The services required by the JUs under the contract to be potentially awarded as a result of this call for tender are described in the 'Terms of Reference' Section of the present tender specifications and in the the Service Requirements in Annex A1.

#### 3.2. Indicative timetable

| Summary timetable                                       | Date  | Comments   |
|---|---|--|
| Dispatch of the contract notice to the Official Journal | 16 May 2018   |  |
| Deadline to sign up for the site visit                  | No later than 20 days after the publication of the contract notice in the Official Journal            | Tenderers must sign up by e-mail at <a href="mailto:info.procurement@fch.europa.eu">info.procurement@fch.europa.eu</a> |
| Deadline for request for clarifications from the JUs    | No later than 6 working days before the time limit for submission of tenders                          |  |
| Last date on which the JUs issue clarifications         | As soon as possible and no later than 6 calendar days before the time limit for submission of tenders |  |
| <b>Deadline for submission of tenders</b>               | 15 July 2018  | Tenders delivered by hand shall be submitted not later than <b>17:30 h Brussels Local Time</b>                         |
| Public Opening of tenders received                      | 23 July 2018  | At: 10h00<br><br>Location: White Atrium Building, 56-60 Avenue de la Toison d'Or, 1060 Brussels                        |
| Completion date for evaluation of tenders               | Mid-September 2018  | Indicative   |
| Signature of contracts                                  | 30 September 2018   | Indicative   |

### 3.3. Participation in the tender procedure

Participation in this procurement procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations.

It is also open to all natural and legal persons established in Overseas Countries and Territories (OCT) as listed in the Annex II of the TFEU; and to all natural and legal persons established in Iceland, Norway and Lichtenstein, as per the EEA Agreement<sup>2</sup>.

Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the JUs during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties.

#### For British tenderers:

Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to candidates or tenderers from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force, candidates or tenderers from the UK could be rejected from the procurement procedure.

### 3.4. Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group.

In case of joint tender, all members of the group assume joint and several liability towards the JUs for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact (the leader) for the Contracting Authority for administrative and financial aspects as well as operational management of the contract. Each member of the consortium must provide the required evidence for the exclusion criteria, which will be assessed individually for each consortium member.

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

The participation of an ineligible company or person will result in the automatic exclusion of that company or person. In particular, if that ineligible company or person belongs to a consortium, the whole consortium will be excluded.

Joint offers will be assessed as follows:

- the exclusion criteria (see section 5.1) and the selection criteria for legal capacity (see section 5.2) will be assessed in relation to each company individually;
- the selection criteria for economic and financial capacity (see section 5.2.3), the technical and professional capacity (see section 5.2.4), and the award criteria (see section 6) will be assessed in relation to the tendering group as a whole.

If you intend to tender with a partner and have already set up a consortium or similar entity to that end, you should mention this fact in your offer, together with any other relevant information in this connection.

If you intend to submit a joint offer, you should be aware that, if you are awarded the contract, the Joint Undertakings will require you to give a formal status to the proposed association before the contract is

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<sup>2</sup> Art. 65 of the EEA Agreement, Annex XVI and Art. 7 of Protocol 1 to this Agreement

signed by requiring that all the partners sign of a “power of attorney” based on the model laid down in **Annex B11** through which one partner is designed as leader and single contact point for the JUs.

### 3.5. Subcontracting

Certain tasks provided for in the contract may be entrusted to subcontractors, but the main contractor retains full liability towards the JUs for performance of the contract as a whole. Accordingly:

- the JUs will treat all contractual matters (e.g. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;
- under no circumstances can the main contractor avoid liability towards the JUs on the grounds that the subcontractor is at fault.

If your offer envisages subcontracting, your file must include:

- a document :
  - mentioning the reasons why you are envisaging subcontracting;
  - stating clearly the roles, activities and responsibilities of the subcontractor(s), and;
  - specifying the estimated volume / proportion for each subcontractor.
- a letter of intent (**Annex B7**) by each subcontractor stating its intention to collaborate with you if you win the contract.

Offers involving subcontracting will be assessed as follows:

- The exclusion criteria (see 5.1 below) will be assessed in relation to the tenderer and each proposed subcontractor individually.
- The selection criteria (see 5.2 below) will be assessed in relation to each proposed subcontractor as follows:
  - Where the expected value of the subcontracting is €60 000 or less over the maximum duration of the contract (i.e. 4 years), no evidence required in the selection criteria is required;
  - Where the expected value of the subcontracting is over €60 000 over the maximum duration of the contract (i.e. 4 years), the evidence required in the selection criteria will apply.
- the selection criteria for legal capacity (see section 5.2.2) will be assessed in relation to each company individually;
- the selection criteria for economic and financial capacity (see section 5.2.3) and technical and professional capacity (see section 5.2.4) and the award criteria (see 6 below) will be assessed in relation to the tendering group as a whole.

During the execution of the contract, the contractor will need the JUs’ express authorisation to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original offer. In this case, the modification may be accepted only in exceptional circumstances when the contracting authority considers sub-contracting to be necessary to complete the project and when it does not lead to distortion of competition.

In addition, a duly signed and dated Letter of intent (**Annex B7**) shall be submitted by each subcontractor, confirming their irrevocable undertaking to collaborate with the tenderer, should he win the contract and

that they will put all appropriate and necessary resources from their part at the tenderer's disposal for the performance of the contract.

If the identity of the sub-contractor(s) is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek JUs' prior written authorization before entering into a subcontract.

Where no subcontracting is indicated in the tender the work will be assumed to be carried out directly by the tenderer.

### 3.6. Compliance with environmental, social and labour law

The tenderer must respect the applicable obligations under environmental, social and labour law established by Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU.

### 3.7. Presentation of the tenders

It is extremely important that tenders be presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

#### a) Number of copies

Your offer must be submitted in **one original**. Your submission must also include **an electronic copy of your offer** (on a USB key, CD or any other suitable device). However, please note that where there is any doubt, the original paper version of the offer will prevail over the electronic one.

#### b) Cover letter

Your offer must include a cover letter signed by the person(s) empowered to represent the tenderer and entitled to sign the contract if your offer is successful.

#### c) Elements to be separated in the offer

The following elements of your offer must be submitted in separate binders or folders, which must be clearly labelled:

#### Envelope A – Administrative documents

- the duly filled in, signed and dated Tender Submission Form using the template in **Annex B3**
- the duly filled in, signed and dated Declaration on Honour as requested in section 5.1 and using the standard template in **Annex B4**
- the duly filled in, signed and dated **Legal Entity Form(s)** as requested in section 5.2.2 and using the standard template via the following link: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm) , as well as the requested accompanying documents
- the duly filled in, signed and dated **Financial Identification Form**. The Form is available at the following link: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm)

- the economic and financial capacity documents as requested in section 5.2.3 duly filled in, signed and dated statements of absence of conflict of interest as found in **Annex B5**
- the duly filled in, signed and dated statements of acceptance as found in **Annex B6**
- in case of subcontracting or reliance on other entities, the duly filled in, signed and dated declaration of intent as found in **Annex B7**
- the statement containing the name and position of the tenderer's authorized representative/signatory and official documentary evidence proving the representative's legal authority to validly sign on behalf of the organization and using the template in **Annex B8**
- in case of consortia, the duly signed and dated (by each of the consortium members) consortium agreement or power of attorney (**Annex B9**) specifying the company or person heading the project and authorized to submit a tender on behalf of the consortium (if available at the time of tender submission otherwise to be submitted within 15 days following notification of award and preceding contract signature) or at least document(s) laying down the respective authorizations and empowering the consortium leader to submit a tender on behalf of the consortium (please see section 3.4).

#### Envelope B – Technical offer

One signed original of:

- the technical and professional capacity documents as requested in section 5.2.4;
- the documents and replies requested in the Technical Evaluation Questionnaire – Annex A.2
- A complete Service Level Agreement encompassing a Service Delivery Plan (SDP), quality plan and monitoring, as well as a Change Control Procedure (CCP) must be detailed in the Contractor's offer.

#### Envelope C – Financial offer

One signed original of the financial offer based on the format found in **Annex B1**.

An electronic copy of these elements should be provided on separate hard supports, which must also be clearly labelled (CDs, memory stick in windows format FAT/NTFS and English language).

#### d) Sealing your offer

The outer envelope must contain the cover letter (one original), the hard support of the electronic copy and the three inner envelopes as described above, namely, Envelope A, B and C.

The content of each of these three envelopes must be as described in point c) above.

The outer envelope must read exactly as follows:

Fuel Cells and Hydrogen 2 Joint Undertaking  
Att. Procurement Officer  
**Call for Tenders - Reference: FCH/Contract 204**  
TO 56-60  
B-1049 Brussels

The inner envelopes must read exactly as follows:

OFFER  
**Call for Tenders - Reference: FCH/Contract 204**  
*Envelope A – Administrative Documents*  
Not to be opened by the internal mail service

OFFER  
**Call for Tenders - Reference: FCH/Contract 204**  
*Envelope B – Technical Offer*  
Not to be opened by the internal mail service

OFFER  
**Call for Tenders - Reference: FCH/Contract 204**  
*Envelope C – Financial Offer*  
Not to be opened by the internal mail service

If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across the tape. You may use boxes instead of envelopes if the size or weight of your offer so requires.

### 3.8. Language of tender offer

If you are interested in this contract, you should submit a tender in one of the official languages of the European Union. It is recommended that tenders be presented in English, although presentation in another EU language does not lead to exclusion.

Tenders must be presented in the correct format described in section 3.6 'Presentation of tenders' and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

Tenders must be:

- Signed by the tenderer or his duly authorised representative;
- Perfectly legible, so that there can be no doubt as to words and figures;

### 3.9. Period during which the tenders are binding

The period of validity of the tenders, during which the tenderers may not modify the terms of their tenders in any respect, is 9 months after the deadline for the submission of tenders.

### 3.10. Implementation of the framework contract

The contractual relationship between the JUs and the successful tenderer will be governed by a “**Service Framework Contract**” (Annex A4 to this document, hereinafter the Framework Contract).

Framework Contracts involve no direct commitment and, in particular, do not constitute orders per se. Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between the JUs and the contractor during their period of validity.

Actual orders will be placed after the Framework Contract is signed and in force, through “**order forms**” or “**specific contracts**” concluded in performance of the Framework Contract.

One Framework Contract will be signed.

The Framework Contract includes:

- (1) Special Conditions: on completion of the tendering procedure, this draft will be modified as necessary in line with the successful offer (e.g. prices)
- (2) General Conditions
- (3) General Terms and Conditions for Information Technologies Contracts.

**Services shall be provided on the basis of specific contracts and order forms** (Annexes A5, A6, and A7).

- Fixed-price Specific Contracts, which correspond to the order of a defined work.
- Quoted Time & Means Specific Contracts, which correspond to the order of defined scope- a predefined set of requirements (tasks/items.activities) to be delivered during a specific contract.
- Order forms

#### 3.10.1 Fixed Price Specific Contracts (FP):

In a Fixed Price contract the JU(s) specifies in a request for services the deliverables corresponding to the work to be delivered with an expected timing.

*The following conditions relating to fixed price orders apply:*

- The JU(s) specifies the different deliverable(s) to be provided in a given time with the related requirements.
- The Contractor should present offers meeting the requirements as specified in the Request for services and in any associated annexes (specifications, work packages, deliverables, activities, deadlines etc.).

- The offer must include a technical analysis based on the requirements.
- The offer must include a project and work organisation plan. The project plan has to indicate the proposed activities, the team structure, profiles, roles, responsibilities and workload (man-days) of the project team.
- The deliverables (services required) must be on time, within budget and in accordance with the specifications as described in the Specific Contract / Order.
- The invoicing is based on the acceptance of the deliverables by the JU(s), independently of the real workload spent.
- Meetings with the contractor's team at the JUs premises in Brussels can be required without any additional cost for the JU. Derogation to this rule is accepted for contractors providing resources from outside Belgium after approval of the JU(s) concerned. Typically the number of meetings will be agreed before the conclusion of the Specific Contract / Order but *ad hoc* additional meetings may be requested if required.

### 3.10.2 Quoted Time and Means Specific Contracts (QTM) :

In a Quoted Time & Means specific contract, the JU(s) specifies in an initial Request for services the different requirements to be fulfilled.

*The following conditions relating to Quoted Time & Means (QTM) orders apply:*

- The JU(s) specifies the different requirements to be fulfilled with the tasks/sub-tasks to be provided. For each task, the JU(s) indicates the required activities with the maximum duration of each activity, e.g. in working-days (man-days). For each activity, the JU(s) may specify (or not) the required profiles.
- The offer must include a technical proposal based on the required scope decomposition (including the requested activities, tasks and sub-tasks).
- The offer must be based on the estimated number of days by profile to deliver the different tasks and activities.
- The financial offer has to be based on the estimated number of days by profile to deliver the different tasks and activities

When preparing your offer, you should take full account of these and any other documents included in the tender specifications, as they will define and govern the contractual relationship to be established between the JUs and the successful tenderer.

The JUs are not obliged to use services defined in this call for tender even if the Framework Contract is signed for the services concerned. In particular, where the JU has committed itself to a tender procedure or is a participating institution to a pre-existing framework contract of the European Commission or another contracting authority for the same services, prior to the publication of the current tender, the earlier commitment to participate or the earlier contract takes precedence.

## 3.11. Service requirements and minimum service levels

The requested services and the specific requirements concerning their performance are described in the Service Requirements (Annex A1 to this document).

The minimum service levels required are described in the Service Level Agreement (Annex B2 to this document).

The applicable liquidated damages in case of their non-fulfilment are described in article II.14 of the Model Framework Contract (Annex A4 to this document). The liquidated damages (compensation arrangements)

foreseen in the Service Level Agreement (Annex B2) shall prevail over the liquidated damages foreseen in Article II.14 of the Framework contract. For any issues not explicitly regulated by the Service Level Agreement Article II.14 shall prevail.

### **3.12. Visits to JUs' premises and access to existing developments**

A site visit at JU's premises may be arranged. The visit will take place on the basis of your request, to be sent to the email address indicated below before the deadline indicated in section 3.2. The tenderers will be met by a staff member at the entrance of the building and (an) IT officer(s) will then show them around the premises with a possibility to ask questions.

Tenderers wishing to participate may send one representative only.

Any tenderer wishing to an on-site visit must inform the FCH 2 JU in writing at the latest 20 days after the publication of contract notice at the address [info.procurement@fch.europa.eu](mailto:info.procurement@fch.europa.eu), providing the name and contact details of the person participating.

### **3.13. Tax exemption**

The JUs are exempted from all duties and indirect taxes, in accordance with Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities annexed to the Treaty establishing a single Council and a single Commission of the European Communities.<sup>3</sup>

### **3.14. Variants**

Variants, any equivalent alternatives to the model solution of the contracting authority, are prohibited. In addition, tenderers may not submit tenders for only part of the services required.

### **3.15. Confidentiality & public access to documents**

In the general implementation of its activities and for the processing of tendering procedures in particular, the JUs observe the following rules:

- [Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 and 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, and;
- [Council Regulation \(EC\) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.](#)

Moreover, after the signature of the Framework contract, the contractor shall sign the Declaration on confidentiality (Annex A8).

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<sup>3</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:C:2004:310:0261:0266:en:PDF>

### 3.16. Protection of personal data

The JUs will ensure that any personal data are processed as required by [Regulation \(EC\) N°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. This applies in particular to the confidentiality and security of such data ([Official Journal of the European Communities L8 of 12 January 2001](#)).

The controller of the processing is FCH 2 JU. Data are processed only for the purpose of organising the evaluation of the tenders and the award procedure.

#### ➤ Right of access

Data subjects are entitled to access their data by sending an email to the data controller: [Data-Protection@fch.europa.eu](mailto:Data-Protection@fch.europa.eu)

#### ➤ Right of rectification

Data subjects can request rectification of their data by sending an email to the data controller : [Data-Protection@fch.europa.eu](mailto:Data-Protection@fch.europa.eu)

#### ➤ Time-limits for storing the data

Personal data are kept for 5 years after termination of any contract with the JU.

#### ➤ Legal basis and recourse

The legal bases for the processing of personal data are:

- [Regulation \(EC\) 45/2001](#) Article 5 (a) and (d)
- Recourse: data subjects have the right to have recourse to the European Data Protection Supervisor. For further information, see the EDPS website: <http://www.edps.europa.eu>

#### ➤ FCH 2 JU Privacy Statement

- You can consult the privacy statement at: <http://www.fch.europa.eu/sites/default/files/PRIVACY-STATEMENT-expertsprocurementgrantsANDrecruitment-update2017.pdf>

### 3.17. Contractual provisions

In drawing up your tender, you should bear in mind the provisions of the draft Framework contract (see **Annex A4** to the present tender specifications). In particular, the draft Framework contract, this document and the specific contracts (see Annexes A5, A6 and A7) indicate the method and the conditions for payments to the contractor.

Submission of a tender implies acceptance of all the terms and conditions set out in the tender specifications and in the draft Framework Contract, and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract. In this respect every tenderer is also required to submit a duly filled in and signed and dated statement of acceptance, in the form provided in **Annex B6**.

Winning tenderers must be willing to work cooperatively and proactively not only with the JUs but also, where applicable, with the winners of other calls for tenders, with existing contractors or suppliers of the JUs and with providers in European Commission's framework contracts to which the JUs are party to.

#### 4. TERMS OF REFERENCE

This document together with its annexes will become an integral part of the contract that may be awarded as a result of this procedure.

##### 4.1. Introduction: Description of the subject and scope of the contract

The JUs are conducting this procedure with the aim of securing the services necessary to maintain and develop the pre-existing ICT environment. A detailed overview of the existing infrastructure can be found in **Annex A1 – Service Requirements**.

The contractor shall act as a system integrator, providing on-the-spot IT support as well as overall monitoring and maintenance of the entire IT infrastructure. This includes all IT hardware and software infrastructure; internet and telephony infrastructure; other office devices including photocopier/printers and faxes. The service shall also cover equipment repair and disposal.

No supply element of hardware or software will be covered under this contract. However, the contractor shall advise the JUs on any recommended new supplies required for system maintenance and stability. The JUs will be responsible for procuring the supplies.

The contractor shall be capable of supporting all legacy equipment, which is described in section 1 of Annex A1.

##### 4.2. Basic requirements for the service provision

The language requirement for the contractor as requested by the JUs is English for any kind of written or oral communication and documentation.

The overall objective of the tender is to provide the JUs with the services described in these specifications and in the annexed Service Requirements (Annex A1).

All service providers assigned to the JUs are expected to have a high level of professionalism at all times. Should problems/complaints arise as a result of the competence and/or behaviour, the Contractor shall take immediate action to remedy such problems. In case such issues continue, the JUs reserve the right to demand the immediate replacement of any such service provider found not to meet the JUs' expectations at no additional cost. The JUs also reserve the right to reject, or as a minimum to choose between several offers, 2 or more, when a change request arrives from the supplier for the proposed staff.

##### 4.3. Starting date and duration of the contract

The estimated date for signature of the Framework Contracts is indicated under section 3.2 'Timetable'.

The initial duration of the Framework Contract shall be of one (1) year. The Framework Contract is renewed automatically three (3) times for a period of 12 months each, unless one of the parties receives formal notification to the contrary at least three months before the end of the ongoing duration. Renewal does not change or postpone any existing obligations.

##### 4.4. Volume of the contract

The **maximum volume is estimated at 2,400,000.00 EUR** for its maximum duration, including its renewals. This includes all costs, travel and incidental expenses, for the implementation of the Specific Contracts.

However, these estimates do not constitute any obligation on the volume to be purchased and are given for information purposes only and without any commitment.

#### **Special negotiated procedure under Article 134(1)(e) RAP:**

The JUs may at a later stage exercise the option to increase the estimated value of the contract via negotiated procedure with the successful tenderer in accordance with Article 134(1)(e) and 134(4) of the Rules of Application of the Financial Regulation<sup>4</sup>.

#### **4.5. Financial offer (pricing)**

Tenderers are required to quote the prices for the services under the scope of the present call for tenders using the Financial Model – **Annex B1** to this document.

Information already provided by the JUs in said annex is not binding; it is merely a simulation of the JUs' estimated needs, based on a scenario that allows direct comparison of tenders.

The unit prices and all other inputs provided by the tenderers in their financial offers (the filled-in Financial Model) are binding and will be used for the calculation of prices for services actually provided to the EU Institutions.

For more details concerning the quoting of prices, see section 6.2 below (Financial Evaluation).

You should fill in all prices in the empty cells (marked in yellow, which can be found under the Excel sheet entitled "Prices") as requested. Tenderers who modify the template in Annex B1 in any other respect may be excluded from the evaluation.

- Prices must be quoted in EURO and include all costs and expenses necessary to perform the contract.
- The average man day quoted, as well as the firm prices quoted, shall NOT be subject to revision. Prices shall be fixed and not subject to revision for Specific Contracts placed during the first year of performance of the Contract. From the beginning of the second year of performance of the Framework Contract only the prices or fee related to services may be subject to revision on the basis of indexation, in accordance with the provision of the contract.
- Prices must be quoted free of any duties and taxes such as VAT and/or other charges, as the JUs are exempted from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities.
- Where a service is provided free of charge, the tenderer must indicate 0,00 euros
- Costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed.
- The financial offers will be first checked for any arithmetical errors in computation and summation. Errors will be corrected by the Evaluation Committee as follows: where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

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<sup>4</sup> Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (*OJL 362, 31.12.2012, p. 1–111*)

#### 4.6. Place of delivery

The requested services will be delivered at the current premises of the JUs (White Atrium building, Avenue de la Toison d'Or 56-60, B-1060 Brussels) as well as remote support, including after hours, for the teleworkers and travellers; for the detailed coverage schedule (please see Annex A1 Chapter 1.3.1 – Service Requirements).

#### 4.7. Focal point & Reporting

The Contractor shall assign a competent **focal point who will act as the single point of contact** for the JUs. The focal point shall have a very good knowledge of English (oral and written) and shall report to the JUs on a regular basis (generally every month, or more often, if requested by the JUs).

#### 4.8. Description of the Contract

The contract to be signed is a Framework Contract. As indicated under section 3.10, a Framework Contract is a legal agreement between two parties - in this case, the JUs and the Contractor. It acts as the basis for possible future purchase of services by the JUs. The Framework Contract contains, inter alia, a description of the scope of services that may be purchased by the JUs, methodology, timing and fixed fees/rates to be respected by the Contractor.

It is a contract of a fixed duration (maximum duration of 4 years) but with no fixed value, only a maximum total budget covering the whole maximum period. The Framework Contract is not an order for services or supplies and does not constitute or entail any legal or financial commitment for the JU until the signature of a specific contract with the JU.

##### 4.8.1. Contract implementation

The JUs will sign a Framework Contract with the successful tenderer.

The execution of the Framework Contract will be performed through Specific Contracts/order forms. The JUs may conclude with the selected Contractor one or more Specific Contracts for determined services that shall be based on and include solely the services offered as firmly quoted in the tender offer.

**NB: No legal or financial commitment shall exist on behalf of either party (the JUs or the selected contractor) until a specific contract is signed by both parties.**

After the signature of the Framework Contract, Specific Contracts will be concluded as the need arises.

##### 4.8.2. Ordering process

The ordering process covers the period from the sending of a request by a JU to the signature of a specific contract. The process culminates in the signature of a Specific Contract (i.e. an order), or in the withdrawal of the request.

The services under the Framework Contract will be provided on the basis of:

- Times and Means Specific Contracts found in **Annex A6**,
- Fixed Price Specific Contracts found in **Annex A5** or
- Orders forms found in **Annex A7**.

**The process for any Specific contracts and / or purchase orders shall include the following steps:**

### **Step 1: The need arises**

The JU(s) prepares a Request for services detailing the requirements/specifications of the services needed and sends them to the Contractor by e-mail. The Request for services shall become a Technical Annex to each specific contract.

### **Step 2: Confirmation of receipt of the Request for services**

The Contractor receiving the Request for services acknowledges reception within **2 working days** from the day the Request was sent, by sending a fax or an e-mail to the contact person of the concerned JU.

### **Step 3: Offer preparation and submission of formal offer**

If necessary, the Contractor and the JU(s) work on clarifications of the requirements of the Request for services. Clarification meetings may be held in order to establish a timeframe within which the offer will be prepared and sent to the JU.

The Contractor delivers to the JU(s) a formal Offer containing all the details regarding the implementation of the required services. The formal offer shall become an annex to each specific contract.

The requesting JU(s) notifies the Contractor whether the offer is accepted or not by e-mail.

### **Step 4: Establishment of the Specific Contract/Order**

The Specific Contract will include the details of the work to be carried out, the start date, the duration and any other relevant information.

### **Step 5: Execution of the Specific Contract / Order**

The Contractor executes the contract/order and provides the requested deliverables.

### **Step 6: Acceptance**

The acceptance is based on the conformance of the deliverables with the specifications described in the Specific Contract/Order.

The JU(s) pay(s) the accepted deliverables after reception of Contractor's invoices. Partial deliveries are accepted but only one invoice and one payment will be generated at the end.

Quarterly invoices may be issued for delivery of continuous services under possible annual specific contract(s). This option shall be selected, when applicable, from the Data appendix at the moment when a possible annual Specific contract is to be concluded.

#### **4.8.3. Extension orders**

An extension is a prolongation based on the initial Request and the initial Offer, when not all the requested tasks have been achieved by the end of the duration of the previous Specific Contract.

Typically each extension results in a new specific contract.

#### **Fixed price:**

The initial request for services contains a description of a project and a non-binding list of deliverables (modules, work packages) corresponding to system requirements, along with a globally forecasted implementation period.

The contractor has given an offer according to this global request. The first specific contract may cover only a part of the project corresponding to some deliverables. In this case, the JU(s) can conclude one or

more new specific contracts for the remaining work with the contractor without having to send again a Request for services and follow the complete order cycle.

The specific contract(s) by way of which the initial specific contract is extended have to cover deliverables included in the initial request under the conditions of the original offer. The technical annex could be updated if necessary, but the global conditions (including defined requirements and price) cannot be modified.

The total price of the project may not exceed the initial amount, corresponding to price quotation given in the initial offer with a possible additional amount of maximum 20% (e.g. for indexation or additional contingency). If the total price specified in the initial offer plus the additional 20% are exceeded, it is not possible to request an extension and the normal ordering process applies.

#### **Quoted times and means:**

For a “Quoted Time & Means” request, the initial Request for services covers the whole of a project, while the resulting Specific Contract might cover the scope of the whole project or only a part of the project.

If not all resources - foreseen in the offer that was accepted in conformity with the initial request - have been covered by specific contract(s) made, the JU(S) can extend the existing specific contract by concluding another Specific Contract with the Contractor having signed the existing specific contract, without having to follow the complete order cycle. In this case an extension is done.

To make an extension for a Quoted Time & Means Specific Contract:

- The JU(s) checks if the resources corresponding to the initial request haven't been used yet. If they are not, a new specific contract can be concluded on the basis of the initial Request. If all the resources have been used, and no additional amount of maximum 20% for contingency was included in the awarded amount, it is not possible to request an extension and the normal procedure should apply.
- The JU(s) requests an offer from the contractor for the period of the extension, making a reference to the original Request sent and including a technical annex related to the extension.
- In the extension, the activities, profiles and activities must correspond to the initial request and related offer.
- The JU(s) prepares the new Specific Contract.

#### **4.8.4. Under-performance**

In the case the Contractor does not meet the quality expectations of the JU(s) they shall be contacted (in writing) by the JU(s) and informed of the shortcomings/complaint. Upon reception of the complaint, the Contractor must take immediate measures to address and resolve such problems.

If the contractor fails to provide the service in accordance with the FWC or a specific contract ('unperformed obligations') or if it fails to provide the service in accordance with the expected quality levels specified in the tender specifications ('low quality delivery') or in the Service Level Agreement requirements detailed in **Annex B2**, the contracting authority may reduce or recover payments proportionally to the seriousness of the unperformed obligations or low quality delivery.

Liquidated damages may be imposed under the condition laid down in Article II.14, together with a reduction in price under the conditions laid down in Article II.15.

The JU(s) shall reserve its rights to apply any other measure it deems fit, in line with the provisions of the Framework Contract.

#### 4.8.5. Payment Formalities

Total amount of the specific contract(s) will be invoiced and paid after delivery of the services or implementation of tasks, subject to acceptance of deliverables by the JU(s).

With respect to continuous services that may cover up to one year in duration, the invoices and reports shall be submitted at the end of each calendar quarter, based on real consumption. The first invoice shall cover the period from the start date indicated in the Specific Contract until the end of the current calendar quarter. In such cases, the JU(s) shall select option 3a) for the 'Invoicing Procedure', as provided for in the Data Appendix annexed to the model Specific contracts.

For all other services, payment will take place after complete delivery and approval of the services performed by the JU(s) concerned.

The contractor is encouraged to pool invoices as much as possible so as to reduce administrative costs.

Where the JUs conclude contracts jointly, the Contractor must invoice each JU individually on the basis of a repartition key, unless stated otherwise for specific services. The repartition key will be communicated by the JUs at the time of signature of the contract; any updates in the repartition key will be communicated in due time to the successful contractor.

#### 4.9. Service Levels

The Contractor shall provide the services required by the JUs in the Service Requirements in **Annex A1**, which must be performed in accordance with at least the minimum Service Level Agreement requirements detailed in **Annex B2**.

The IT service management (Service Support, Service Delivery) and operational guidance (ICT infrastructure management, Security management, Application management, Software asset management, Change management) should follow the ITIL methodology using best practices, processes and procedures.

#### 4.10. Standards

The Contractor shall comply with ISO 9001:2015 or any equivalent industry standard in performing its obligations under this Agreement.

The Contractor shall discuss with the JUs any conflict that the Contractor reasonably believes that there is or will be between any of the standards or between any of the standards and any other obligation under this Agreement, and shall comply with the JUs' decision on the resolution of that conflict.

#### 4.11. Governance

The parties agree to manage the Service Level Agreement through the governance structure to be detailed in the Contractor's offer.

#### 4.12. Change Control

Any requirement for a Change shall be subject to the Change Control Procedure to be detailed in the Contractor's offer and later in the annual specific contract.

#### 4.13. Quality Assurance and Performance Monitoring

For all requirements regarding Quality Plans, Quality Monitoring, Performance Monitoring, Warning Notices and Increased Monitoring, Service Improvement and Testing please refer to **Annex B2 – Service Level Agreement**.

#### 4.14. Security

The requirements set in the Commission Decisions specified in **Annex A1 Service Requirements** – under Section 1.2.5 ‘Security’, are minimum requirements for the future infrastructure and should be considered by each tenderer in drafting its offer.

The JUs expect the tenderers to add value to these measures and to develop on this basis further security measures they intend to implement during the performance of the framework contract.

These measures shall be detailed in a technical document, to be delivered and updated accordingly under future specific contract(s) for continuous services.

### 5. EVALUATION AND AWARD

The evaluation will be based solely on the information provided in the submitted tender offer and in the light of the criteria set out hereunder.

The evaluation procedure will be carried out in 3 consecutive stages:

- Stage 1 – Verification of non-exclusion of tenderers on the basis of the exclusion criteria (see section 5.1 below),
- Stage 2 – Selection of tenderers on the basis of selection criteria provided (see section 5.2 below)
- Stage 3 – Evaluation of tenders on the basis of the award criteria (see section 5.3 below).

The tenders will be evaluated in the order of stages indicated above. Only tenders meeting the requirements of one step will pass to the next step.

#### 5.1. Exclusion criteria

All tenderers **must provide a declaration on honour (see Annex B4)**, signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in that declaration on honour.

In case of joint tender, each member of the group must provide a declaration on honour signed by an authorised representative.

In case of subcontracting, all subcontractors must provide a declaration on honour signed by an authorised representative.

**The successful tenderer must provide the documents mentioned as supporting evidence in the declaration on honour before signature of the contract and within a deadline given by the contracting authority.** This requirement applies to each member of the group in case of joint tender and to all subcontractors.

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

## 5.2. Selection criteria

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

The tender must include the proportion of the contract that the tenderer intends to subcontract.

### 5.2.1 Declaration and evidence

The tenderers (and each member of the group in case of joint tender) and subcontractors whose share of the contract is above € 60.000 over the maximum duration of the contract **must provide the declaration on honour (see Annex B4)**, signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them individually.

This declaration is part of the declaration used for exclusion criteria (see section 5.1) so only one declaration covering both aspects should be provided by each concerned entity.

The Contracting Authority will evaluate selection criteria on the basis of:

- the declarations on honour and
- evidence

required in Sections 5.2.2, 5.2.3 and 5.2.4 (as detailed below).

Nevertheless, it reserves the right to require other evidence of the legal and regulatory, financial and economic and technical and professional capacity of the tenderers at any time during the procurement procedure and contract performance. In such case the tenderer must provide the requested evidence without delay. The Contracting Authority may reject the tender if the requested evidence is not provided in due time.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

### 5.2.2 Legal and regulatory capacity

Tenderers must prove that they are allowed to pursue the professional activity necessary to carry out the work subject to this call for tenders.

Tenderers (including all consortium members and any proposed sub-contractors) shall provide:

- a duly filled in and signed **Legal Entity Form** with its supporting evidence. The form is available on: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm). All tenderers (including all members of the group in case of joint tender) must provide a signed Legal Entity Form with its supporting evidence
- a duly filled in and signed **Financial Identification Form** with its supporting evidence. The form is available on: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/index\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/index_en.cfm). Only one form per tender should be submitted. No form is needed for subcontractors and other members of the group in case of joint tender.

The tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with [Commission Recommendation 2003/361/EC](#). This information is used for statistical purposes only.

The tenderer (including each member of the group in case of joint tender) must provide the following information in its tender:

- For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

- For natural persons, if required under applicable law, a proof of registration on a professional or trade register or any other official document showing the registration number.

### 5.2.3 Economic and financial capacity criteria

The tenderer must have the necessary economic and financial capacity to perform this contract until its end. In order to prove their capacity, the tenderer must comply with the following selection criteria.

- Criterion F1: Turnover of the last two financial years (combined) above EUR 1,000,000.00; this criterion applies to the tenderer as a whole, i.e. the combined capacity of all members of a group in case of a joint tender.

#### **Evidence to be provided:**

- Copy of the balance sheets or extracts from balance sheets for which accounts have been closed for the last two years from each concerned legal entity;
- Failing that, appropriate statements from banks;

If, for some exceptional reason which the JUs consider justified, a tenderer is unable to provide one or other of the above documents, it may prove its economic and financial capacity by any other document which the JUs consider appropriate. In any case, the JUs must at least be notified of the exceptional reason and its justification. The JUs reserve the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

### 5.2.4 Technical and professional capacity criteria and evidence

#### **A. Criteria relating to tenderers**

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below.

The project references indicated below consist in a list of relevant services provided in the past three years, with the sums, dates and clients, public or private, accompanied by statements issued by the clients.

- **Criterion A1:** The tenderer must prove experience in the field of Information System support and assistance, as well as in IT infrastructure and network administration.

**Evidence A1:** the tenderer must provide references for a minimum of 2 projects concerning different clients delivered in these fields in the last three years with a minimum value for each contract of € 500.000

- **Criterion A2:** The tenderer must prove capacity to work in minimum 2 EU official languages including at least English

**Evidence A2:** the tenderer must provide references for 2 projects concerning different clients delivered in the last three years showing the necessary language coverage.

### **B. Criteria relating to the team delivering the service:**

The team delivering the service should include as a minimum the **profiles listed in Annex A1 'Service Requirements' – section 1.5.1.**

*The definition of these minimum profiles guarantees that, during contract performance, if a person leaves the project, someone with equivalent profile will replace him/her.*

**Evidence:** will consist in standardised CVs (without the name of individuals) for the team responsible to deliver the services. One CV per profile shall be sufficient. Each CV should indicate the intended function in the delivery of the service (service manager, system administrator, network administrator, helpdesk assistant) and the number of years of experience in executing tasks that correspond to the specific profile.

## **5.3. Minimum requirements**

By submitting a tender, tenderers are committing themselves to provide the services in full compliance with the tender specifications and annexes. Particular attention is drawn to the minimum (mandatory) requirements which the tenderers undertake to fulfil. The minimum requirements shall be observed throughout the entire duration of the framework contract. Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions, or reservations on the part of the tenderers.

**Tenderers who are not in a position to comply with all minimum requirements should not submit a tender.**

Tenders that are not compliant with the applicable minimum requirements of the tender specifications will be rejected and will not be evaluated.

Section 5.3.1 below contains a non-exclusive list of minimum requirements. Other minimum requirements can be included in the text of the tender specifications and their annexes.

### **5.3.1. Minimum requirements applicable**

Tenders must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

Tenderers must provide their service in the context of a specific request only in case they (including all subcontractors, if applicable) are not in a situation of professional conflicting interests which may negatively affect the performance of the specific contract.

Tenderers must maintain at all times during the lifetime of the framework contracts staff availability and capacity to carry out in parallel individual orders in quantities corresponding to the contract volumes.

Tenderers must accept without any reservations or restrictions to provide the services described in the Service Requirements (Annex A1 to this document).

Tenderers must quote the prices for the services under the scope of the present call for tenders using the Financial Model in Annex B1 without changing these forms in any way that would influence the result of the financial evaluation.

Tenderers must be in a position to provide results that can be fully integrated in the IT environment of the JUs and may not evoke IT-related incompatibilities to deliver products that do not correspond to the needs of the JUs.

## 6. AWARD CRITERIA

The purpose of the award criteria is to evaluate the technical and financial offer with a view to choosing the most economically advantageous tender.

### 6.1. Technical evaluation

Tenderers have to fill in the Technical Evaluation Questionnaire, which is found in **Annex A2** to this document, and provide the supporting documentation, where applicable.

The evaluation will be based on the tenderers' answers to the questionnaire and annexed documentation by establishing an overall technical score for each tender that takes into account the individual scores of the different technical criteria as listed therein. In order to ensure that the technical assessment takes full account of the JUs' needs, weighting factors are assigned to the technical evaluation criteria.

**A minimum threshold of 50% per criterion and an overall threshold of 60% will apply. Tenders that do not reach a minimum of 50% for each individual criterion or do not reach 60% of the possible overall score for the technical evaluation will be rejected.**

### 6.2. Financial evaluation

Tenderers must fill in the Financial Model found in **Annex B1**.

Failure to complete the Financial Model or changing the Financial Model in any way that would influence the result of the financial evaluation will lead to disqualification.

For reasons of transparency and equal treatment, tenders that do not use the Financial Model annexed to this document will not be evaluated.

The financial evaluation will be based on the information contained in the Financial Model, which contains:

- The cells for the input to be provided by the tenderer (marked in orange).
- The elements fixed by the JUs, like the estimated usage of each profile. It must be noted that these weights represent a mere forecast. During the lifetime of the contract the actual volumes might be different (lower or higher) and the contracting authorities cannot commit themselves to ordering specific volumes or services.
- The financial evaluation resulting from the combination of the tenderer's inputs with the elements fixed by the JUs.
- The scenario which will be used to calculate the result of the financial evaluation as well as the average price per profile for the total contract duration.

Attention is drawn to the fact that after submission of the tenders, tenderers may not add any new prices or price elements. In case this is requested by the JUs, tenderers may only explain their financial offer on the basis of elements already present in their tender, which should be explicitly mentioned.

Please verify with extreme caution the individual price elements, as well as the calculation of the global price of your offer. You must observe the constraints on inputs provided in the Financial Model. These are described, in particular, in the "Cover" worksheet of the Financial Model. Any deviation from the mandatory minimum and/or maximum values will lead to the elimination of your tender.

### 6.2.1. Instructions

The “Cover” worksheet of the Financial Model contains the instructions on how to fill in the Financial Model and the constraints which are imposed on the input to be provided by the tenderer. A number of data validation rules are integrated in the Financial Model, but it is the full responsibility of the tenderer to verify the compliance of its financial offer with the abovementioned instructions before submitting the tender.

### 6.2.2. Prices

Tenderers must provide the input required in the “Prices” worksheet of the Financial Model with a maximum of 2 digits after the decimal point. The prices provided in the Financial Model will be annexed to the framework contract.

Tenderers must fill in all cells marked in yellow in the Financial Model. If the global price is not computed automatically in the “Financial evaluation” worksheet of the Financial Model, please check that you have filled in all orange cells in the “Prices” worksheet of the Financial Model. If the problem persists, please report it to the contracting authority. Do not attempt to fill in any information, comment, condition in any cell, or to manipulate the formulas of the Financial Model. Only the cells marked in orange are to be filled in by the tenderers.

For more details concerning the quoting of prices, please refer to sections 4.5 of this document.

### 6.2.3. Financial scenario

The financial evaluation will be based on the information provided in the “Financial evaluation” worksheet of the Financial Model. It contains a scenario to calculate the total price of the services provided during a four-year duration. The calculation is made on the basis of the prices provided in the “Prices” worksheet of the Financial Model and the **indicative** weightings provided in the “Financial evaluation” worksheet of the Financial Model. Tenderers must not fill in any values in the “Financial evaluation” worksheet of the Financial Model.

The total price of the services (used for the financial evaluation of the tenderer) is automatically computed in the “Financial evaluation” worksheet of the Financial Model. This is the figure that will be taken into account for evaluation purposes.

### 6.2.4. Detection of abnormally low tenders

Tenderers must be aware of Article 151 of the Rules of Application of the Financial Regulation on abnormally low tenders.

In order to make a consistency check of each tenderer’s financial offer towards the level of service required, tenderers are requested to provide their pricing model in a separate price structure document attached to the Financial Model.

The document must include **detailed information regarding the expenditure foreseen for staff**, as well as all other elements that have been taken into account to formulate the financial offer and that cover all the costs arising from the technical aspects of your tender (including, but not limited to training, recruitment and replacement of staff, travelling arrangements, project and contract management, risk factors, company overheads, profit margin, etc.), accompanied by estimated price references for the lowest priced profile (off-site, proximity off-site and on-site) as well as explanations on how the other profile prices are established.

The document should demonstrate that the used profile rates are compliant with the laws applicable in the country in which the services are to be performed, for minimum levels of staff remuneration, contributions

to the social security, occupational safety and health standards, and/or other applicable schemes and standards.

### **6.2.5.Financial offer**

Tenderers must submit a financial offer composed of:

- an electronic version of the Financial Model in the original electronic format (Microsoft Excel or equivalent);
- a print of the entire Financial Model with all its worksheets;
- the price structure document as required in section 6.2.4. of this document.

In case of doubt between the original electronic format and the print of the Financial Model, the latter will prevail.

Each tenderer's financial offer must be completely unambiguous and unconditional. Tenders which contain statements preventing an accurate and complete comparison of the tenders (e.g. "To be discussed", "Depending on x", etc.) or referring to external circumstances (such as an already existing but separate contract) will be disqualified.

#### **By submitting a tender, tenderers declare that:**

- They read, accepted and complied with the important guidelines regarding the financial evaluation provided in the tender specifications, and in particular with the constraints on the inputs in the Financial Model.
- They did not fill in any additional information, comment or condition in any cell that is not marked for tenderers' input, and that they did not manipulate the formulas of the Financial Model.
- Their financial offer includes all the costs arising from the technical aspects of the procurement documents and their tender and does not constitute an "abnormally low tender" in the sense of Article 151 of the Commission Delegated Regulation (EU) No 1268/2012.
- Their financial offer includes all the costs arising from the technical aspects of the procurement documents and their tender and does not constitute an "abnormally low tender" in the sense of Article 151 of the Commission Delegated Regulation (EU) No 1268/2012.
- Their financial offer is compliant with the national legislation of the countries in which the services are to be carried out in respect of the remuneration of staff, contributions to the social security schemes and compliance with occupational safety and health standards.

### **6.2.6.Additional information**

The Financial Model is provided in Microsoft Excel™ format. Tenderers shall ensure that if they convert the file into another format, the resulting file is providing results that are consistent and in line with the file proposed by the JUs.

Tenderers must fill in all unlocked cells (marked in orange) in the Financial Model. In order to provide consistent results in the Financial Model, tenderers should not:

- enter data in any cell that is not marked in orange;
- make any changes to the Financial Model outside of the unlocked cells;

- change the names and/or the formatting of any of the fields;
- use currency signs when entering numerical values;
- enter text into the numeric fields;
- delete any of the fields;
- modify any of the header fields or the worksheet names;
- insert any new rows, columns or worksheets;
- by-pass, or attempt to by-pass, the sheet protection mechanism.

### 6.3. Award (ranking of offers):

Once the tenderer has demonstrated the appropriate capacity to perform the contract on the grounds of the exclusion and selection criteria, and it has passed the minimum requirements, the offer will be assessed on the basis of the above-mentioned technical and financial award criteria.

The contract will be awarded to the most economically advantageous offer (the tender offering the best price-quality ratio) in accordance with the formula below:

|                           |   |   |  |   |  |  |
|---------------------------|---|---|--|---|--|--|
| <b>Score for tender X</b> | = | ( | $\frac{\text{cheapest price}}{\text{price of tender X}} \times 40\%$ | + | $\left( \frac{\text{Total quality score (out of 100) for all technical criteria of tender X}}{\text{Quality value of the best offer that has reached the phase of financial evaluation and fulfil all requirements}} \times 60\% \right) \times 100$ |  |
|---------------------------|---|---|--|---|--|--|

The results (including interim results – i.e. every calculation in the above formula) will be rounded to four digits after the comma, using standard rounding. Should the outcome of this formula lead to two or more tenders with the same result, the tenders with lower price will be ranked higher than the tenders with higher price.

On the basis of application of the above formula tenders will be ranked in descending order and the top ranking one will be considered to offer the best price-quality ratio.

## 7. OUTCOME OF THE CALL FOR TENDERS

During the assessment period of a call for tenders, the JUs will not provide any information. The only contacts allowed with tenderers are those mentioned in the invitation to tender letter. You will be informed of the outcome of the call for tenders in the three ways outlined below.

### 7.1. Notification of results

As soon as the competent awarding officer has signed the award decision, notification letters will be sent simultaneously to all tenderers; letters to unsuccessful tenderers will state the grounds on which the decision was taken, as well as the duration of the standstill period mentioned below.

By submitting their tenders all the tenderers are deemed to have made requests in writing for the additional information specified in the paragraph below, under the condition that after the adoption of the award decision they are entitled to receive such information pursuant to Article 113 of the Financial Regulation.

Those conditional requests will become final, will be considered received and will have full legal effect as of the day when the award decision is taken. Consequently all unsuccessful tenderers who are so entitled pursuant to Article 113 of the Financial Regulation will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and the contract value simultaneously with the dispatch of the notification letters described in the first paragraph of this section.

## 8. GLOSSARY

| Acronym             | Description  |
|---------------------|--|
| <b>BBI</b>          | Bio-Based Industries   |
| <b>DFS</b>          | Distributed File System  |
| <b>DNS</b>          | Domain Name System   |
| <b>EC</b>           | European Commission  |
| <b>ECSEL</b>        | Electronic Components and Systems for European Leadership'                 |
| <b>EU</b>           | European Union   |
| <b>FCH</b>          | Fuel Cells and Hydrogen  |
| <b>H2020</b>        | The Framework Programme for Research and Innovation (2014-2020)            |
| <b>FWC</b>          | Framework Contract   |
| <b>GB</b>           | Gigabyte   |
| <b>GMES</b>         | Global Monitoring for Environment and Security                             |
| <b>Horizon 2020</b> | EU Research and Innovation programme available over 7 years (2014 to 2020) |
| <b>IaaS</b>         | Infrastructure as a Service  |
| <b>ICT</b>          | Information and Communications Technology                                  |
| <b>IMI</b>          | Innovative Medicines Initiative  |
| <b>IT</b>           | Information Technology   |
| <b>JTI</b>          | Joint Technology Initiative  |
| <b>JU</b>           | Joint Undertaking  |
| <b>LAN</b>          | Local Area Network   |
| <b>MB</b>           | Megabyte   |
| <b>Mbps</b>         | Megabit per second   |
| <b>MFD</b>          | Multifunctional device   |
| <b>OSS</b>          | Open-source software   |
| <b>PaaS</b>         | Platform as a Service  |
| <b>PABX</b>         | Private Automatic Branch Exchange  |

|                 |   |
|-----------------|---|
| <b>PC</b>       | Personal Computer   |
| <b>PPP</b>      | Public-Private Partnership  |
| <b>QTM</b>      | Quoted Time & Means   |
| <b>R&amp;D</b>  | Research & Development  |
| <b>SaaS</b>     | Software as a Service   |
| <b>SLA</b>      | Service-Level Agreement   |
| <b>SME</b>      | Small and Medium Enterprise   |
| <b>sTESTA</b>   | secured Trans European Services for Telematics between Administrations          |
| <b>TESTA-ng</b> | Trans-European Services for Telematics between Administrations - new generation |
| <b>ToR</b>      | Terms of Reference  |
| <b>VLAN</b>     | Virtual Local Area Network  |
| <b>VoIP</b>     | Voice over Internet Protocol  |
| <b>WA</b>       | White Atrium building   |
| <b>WAN</b>      | Wide Area Network   |
| <b>WiFi</b>     | Synonym for WLAN  |
| <b>WLAN</b>     | Wireless Local Area Network   |

## 9. ANNEXES

Annex A1: Service Requirements

Annex A2: Technical Evaluation Questionnaire

Annex A3: Special provisions on inventory management for property of the European Commission

Annex A4: Draft Framework Contract (including the General Terms and Conditions for Information Technologies Contracts)

Annex A5: Draft Specific Contract - Fixed Price

Annex A6: Draft Specific Contract – Quoted Time & Means

Annex A7: Draft Order Forms

Annex A8: Declaration on Confidentiality

Annex B1: Template - Financial Offer

Annex B2: Service Level Agreement

Annex B3: Tender Submission Form

Annex B4: Declaration on Honour

Annex B5: Statement of Absence of Conflict of Interest

Annex B6: Statement of Acceptance

Annex B7: Declaration of Intent (Subcontracting)

Annex B8: Statement of Authorised Signatory (Consortia)

Annex B9: Power of Attorney (Consortia)