

**Market monitoring system for the Agency's REMIT
Information System (ARIS)**

Framework Contract

TENDER SPECIFICATIONS

OPEN CALL FOR TENDERS

ACER/OP/ADMIN/21/2012

Table of contents

Glossary of terms	4
1. TITLE OF THE INVITATION TO TENDER	6
2. BACKGROUND AND OBJECTIVES OF THE CONTRACT	6
2.1 The Agency for the Cooperation of Energy Regulators	6
2.2 References to publicly available documents	7
2.3 The Agency's REMIT Information System (ARIS)	7
3. SUBJECT OF THE CONTRACT	9
3.1 High level requirements	10
3.2 Data volumes and performance	10
3.3 Quality, security and technological standards	11
3.4 Product development and compatibility	12
3.5 Communication and reporting	12
3.6 Project Management	13
3.7 Product scope	14
4. PARTICIPATION IN THE CALL FOR TENDER	15
5. VARIANTS	15
6. SIZE OF THE CONTRACT	15
7. DOCUMENTS AVAILABLE TO THE TENDERER	15
8. CONTRACTUAL FRAMEWORK	16
8.1 Type of framework Contract	16
8.2 Modus Operandi	16
8.3 Subcontracting	17
9. CONTRACTORS' OBLIGATIONS	17
9.1 Employment law applicable to transfers of undertakings	17
9.2 Copyright and other intellectual property rights	17
10. PLACE OF PERFORMANCE OF THE SERVICES AND WORKING HOURS	18
10.1 Place of work	18
10.2 Meetings	18
10.3 Missions	18
10.4 Normal working days and hours	18
11. LANGUAGE	19
12. PAYMENT METHODS	19
13. PRICES	19
14. SUBMISSION OF OFFERS	20
15. TECHNICAL OFFER	20
15.1 Questionnaire	21
15.2 Technical proposal for product B	21
15.3 Delivery schedules for products A and B	27
15.4 Demo prototype	27
16. EXCLUSION CRITERIA	28
17. SELECTION CRITERIA	31
17.1 Professional capacity	31
17.2 Financial and economic capacity	31
17.3 Technical capacity	32
18. AWARD CRITERIA	33
18.1 Technical quality	33
18.2 Price	34
18.3 Final evaluation	35

List of Annexes

ANNEX I.A	Technical specifications
ANNEX I.B	Reference table
ANNEX I.C	Form “Identification of the tenderer”
ANNEX I.D	Declaration of honour with respect to the exclusion criteria
ANNEX I.E	Form “Financial identification”
ANNEX I.F	Form “Legal entity”

Glossary of terms

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

ARIS: the Agency's REMIT Information System

Authorised Party: an entity with market monitoring tasks according to Article 7 of REMIT that is permitted to access the market monitoring system, i.e. the Agency that has the primary market monitoring responsibility according to Article 7(1) of Regulation (EU) No 1227/2011 and national authorities with monitoring tasks according to Article 7(2) of Regulation (EU) No 1227/2011

Authorised Data Extractor: an entity with market monitoring tasks according to Article 7 that is permitted to extract data within their data view, without accessing the market monitoring system

Audit Logs: a record of any access to the market monitoring system that provides an account of the activity of the system

Canonical Data Type: a collection of fields of information that describe an event (i.e. orders and trades, nomination/scheduling, inside information, fundamental information)

Data: all information within the market monitoring system. Data includes records of transactions in standardised and non-standardised contracts, including orders to trade from organised market places in wholesale energy products as defined in Article 2(4) of Regulation (EU) No 1227/2011, reported to the Agency according to Article 8(1) to (4) of Regulation (EU) No 1227/2011 in connection with the relevant implementing acts, records of transactions in emission allowances or derivatives thereof reported to the Agency according to Article 10(3) of Regulation (EU) No 1227/2011 and information mentioned in Article 8(5) of Regulation (EU) No 1227/2011, including inside information as defined in Article 2(1) of Regulation (EU) No 1227/2011, reported to the Agency according to Article 8(5) and 8(6) of Regulation (EU) No 1227/2011 in connection with the relevant implementing acts as well as Other Fundamental Data Information collected by the Agency from service providers and public sources.

Data View: a limited set of data that an authorised party is entitled to access

Delegated acts: delegated acts referred to in Article 6(1) of REMIT. The power to adopt delegated acts is conferred on the Commission subject to the conditions laid down in Article 20 of REMIT.

Event: a collection of data elements which taken together constitute and describe a change (e.g. a new transaction, etc.). Events include: orders, transactions, fundamental information, inside information, news information and operational information.

External Sequencing Code: A sequencing code provided by other systems

GUI: graphical user interface

Internal Sequencing Reference Code: an incremental code assigned to every discrete element of event information submitted

Implementing acts: implementing acts referred to in Article 8, paragraphs 2 and 6, of REMIT. Such acts are adopted in following the procedure referred to in Article 21 of REMIT.

Market Monitoring: Monitoring of trading activity in wholesale energy products according to Article 7(1) of REMIT to detect and prevent trading based on inside information according to Article 3 of REMIT and market manipulation according to Article 5 of REMIT. The notion of market monitoring in energy markets is comparable to the notion of market surveillance in financial markets.

Market monitoring system: the complete module of ARIS dedicated to market monitoring.

NRA: National Regulatory Authority

Other Fundamental Data Information: E.g. electricity market indices, gas market indices, LNG market price developments, transmission capacity prices, transmission tariffs, oil market indices, coal market indices, aluminium market indices, information about currency markets, CO2 market indices, external market information (e.g. policy issues, regulatory developments, various influential events etc.), list of public holidays in the EU, weather fundamental data (both forecast and actual data) on wind, hydrology, solar irradiation, temperature, snow depths.

PM2: PM2 is based on PmBok, ISO 9001, SDLC and EDS learning in project and programme management.

PMBOK: Project Management Body of Knowledge; framework for project management developed by PMI.

PMI: Project Management Institute (www.pmi.org), responsible for globally-recognized standards and credentials in the field of project management.

REMIT: 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.

Regulated Information: information required to be made public according to REMIT (insider information), Regulation (EC) No 714/2009 of the European Parliament and of the Council on conditions for access to the network for cross-border exchanges in electricity and repealing Regulation (EC) No 1228/2003, OJ L 211, 14.08.2009, p.15, Regulation (EC) No 715/2009 of the European Parliament and of the Council on conditions for access to the natural gas transmission networks and repealing Regulation (EC) No1775/2005, OJ L 211, 14.08.2009, p.36 and relevant guidelines and network codes (transparency information).

Reporting Party: a third party that is allowed to report data on behalf of a market participant to the market monitoring system and has met the certification standards set by the Agency. In the public consultation document referred to in section 2.2/b, reporting bodies are indicated as “registered reporting mechanisms” (RRMs). The concept of RRM’s will be fully elaborated in the REMIT Implementing acts.

Web-based: a computer software application that is accessed over a network such as the Internet or Intranet, and which is coded in such a way that a user with only a common web browser is able to access and use the application.

1. TITLE OF THE INVITATION TO TENDER

Market monitoring system for the Agency's REMIT Information System (ARIS), tender no. ACER/OP/ADMIN/21/2012.

This tender is not divided into lots.

2. BACKGROUND AND OBJECTIVES OF THE CONTRACT

2.1 The Agency for the Cooperation of Energy Regulators

The Agency for the Cooperation of Energy Regulators (the "Agency") is a European Union body, established in 2010 and is central to the liberalisation of the EU's electricity and natural gas markets. The Agency is based in Ljubljana, Slovenia.

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 energy 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 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 ten-year network development plans with a view to making sure that these are in line with priorities set at EU level;
- 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 oversight of wholesale energy trading. More specifically, on 28 December 2011, REMIT entered into force.

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

According to REMIT, the Agency is responsible for monitoring wholesale energy markets to detect and deter market abuse (market manipulation or insider trading). Wholesale energy market monitoring by the Agency shall be based on timely data collection of orders, transactions, regulated information and other data in the European Union.

Further information on the Agency's activities under REMIT can be found at:

<http://www.acer.europa.eu/remit/Pages/default.aspx>

Certain provisions of REMIT may be supplemented or amended following the adoption of delegated acts.

Furthermore, Agency's decisions and European Commission's Implementing acts will further define the implementation of REMIT. It is foreseen that the European Commission will adopt Implementing acts in the second half of 2013. For further information on REMIT implementation timeline please refer to the Agency's website:

<http://www.acer.europa.eu/remit/QandA/Pages/Timeline-of-the-implementation.aspx>.

2.2 References to publicly available documents

Within the implementation activity of REMIT, the Agency published the following official documents whose content is relevant for the services to be delivered under this Contract:

- a) Agency's Public consultation papers:
 - Public consultation paper on REMIT registration format:
http://www.acer.europa.eu/Official_documents/Public_consultations/PC_%202012_R_08_on_REMIT_Registration_Format/Document%20Library/1/ACER%20publ%20consult%20paper%20Registration%20format%20120418%20final%20with%20email%20address.pdf
 - Public consultation paper on Recommendations to the European Commission as regards the records of wholesale energy market transactions and Implementing acts according to REMIT:
http://www.acer.europa.eu/Official_documents/Public_consultations/PC_2012_R_10/Public%20Consultation%20Document.pdf
- b) Agency's Guidance directed to NRAs:
 - Guidance on the application of the definitions set out in Article 2 of Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency:
http://www.acer.europa.eu/remit/Documents/1st_edition_ACER_guidance.pdf
- c) Agency's Decision:
 - ACER decision No. 1/2012 relating to the Registration Format pursuant to Article 9(3) of the Regulation (EU) No. 1227/2011
http://www.acer.europa.eu/Official_documents/Acts_of_the_Agency/Directors%20decision/ACER%20Decision%2001-2012.pdf

The Agency shall publish in the near future the following documents whose content is relevant for the services to be delivered under this Contract:

- a) Agency's Guidance directed to NRAs
 - A second edition of the Guidance is expected to be published in September 2012.
- b) Agency's Recommendations
 - Recommendations to the European Commission as regards the records of wholesale energy market transactions and implementing acts according to REMIT to be published in September or beginning of October 2012

The tenderers shall keep up to date with respect to any future publicly available documents concerning REMIT published by the Agency on the Agency's website in the course of the tendering period.

2.3 The Agency's REMIT Information System (ARIS)

2.3.1 ARIS goals

As the Agency is responsible for the implementation of REMIT, one of the main tasks of the Agency over the period 2012-2014 is to develop a fully functional IT system for monitoring trading activities in wholesale energy products with the aim to detect and deter market abuse in the form of insider trading or market manipulation, including attempted market manipulation.

From the current standpoint the following initial steps of ARIS' path can be identified:

- a) The establishment of a Centralised European Registry of Energy Market Participants (hereinafter: CEREMP), which shall gather the information regarding all the parties involved in the wholesale European energy market. CEREMP will be fed with information from the national registries, established and managed by the NRAs. The information will be transferred from national registries to CEREMP according to the registration format that the Agency has determined, in cooperation with the NRAs, pursuant to Article 9(3) of REMIT.
- b) The establishment of a data collection and reporting system, as well as a data sharing rules and mechanisms. Some elements of the data collection and reporting system shall be defined by the European Commission by means of Implementing acts (i.e. record of transactions, reporting entities, etc.).
- c) The establishment of a market monitoring system, which will be able to analyse and pre-screen all the transactions and fundamental data and provide alerts in case of suspicious transactions. The system shall be able to identify possible violations of REMIT and to alert the Agency staff accordingly. The market monitoring system will also be used for supporting the investigations that need to be coordinated by the Agency.

All components of ARIS - i.e. CEREMP, data collection / data sharing and market monitoring tools - should be fully web-based where feasible. ARIS must meet the requirements set forth in Article 12 of REMIT in terms of operational reliability. In particular, the Agency shall take all the necessary measures to prevent any misuse of, and/or unauthorised access to, the information maintained in ARIS. In addition, in line with Article 10 of REMIT, the information held in ARIS has to be shared with the NRAs, national financial authorities, national competition authorities, the European Securities and Markets Authority (ESMA) and other relevant authorities.

2.3.2 Envisaged architecture of ARIS

The architecture of ARIS is illustrated below. The system is divided into four tiers.

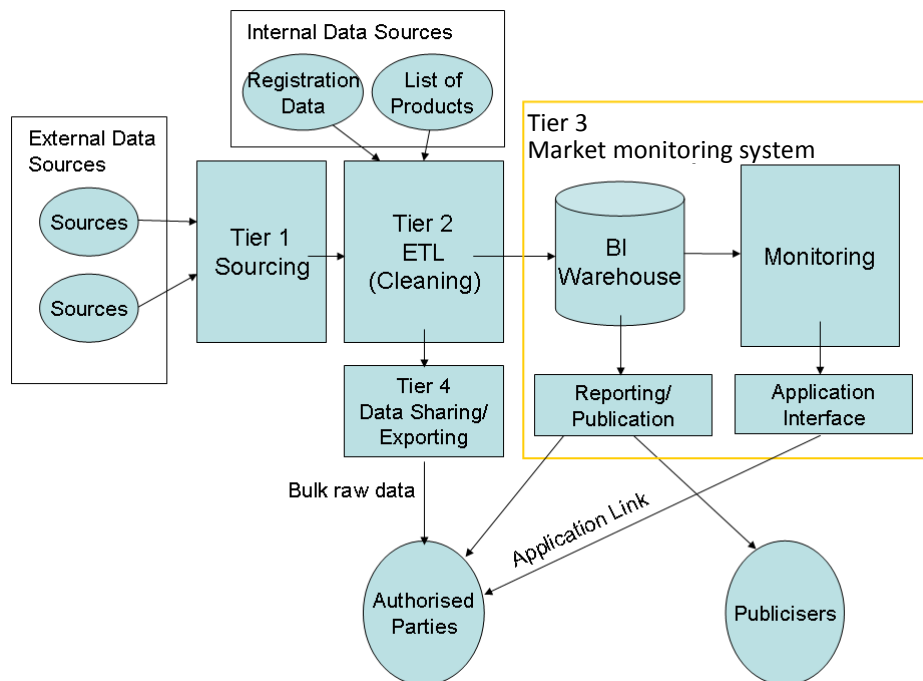


Figure 1 - High level envisaged architecture

The information provided in this section is for information purposes only and does not constitute a binding indication of all elements of the core features as described per tier. The distribution of core features per tier may be a subject to modification in order to have the most cost effective solution.

Tier description	Explanation of core features
Tier 1 – Sourcing	<ul style="list-style-type: none"> - Data acquisition layer - Maintenance of connection with external systems or upload mechanism - Data recoverability - Auditing - Transmission of data to ETL layer
Tier 2 – ETL (cleansing layer)	<ul style="list-style-type: none"> - Data cleansing - Standardisation - Data transformation (enriching, anonymisation) - Rules governing the data views - Integrity checking - Transmission of data to tier 3 and 4
Tier 3 – Market monitoring system	<ul style="list-style-type: none"> - Monitoring and surveillance function (alerts and drill down) - Filter by data view for the authorised party - Searching, filtering and exporting data to other file formats - Report preparation and graphical visualisation - Publication of limited extracts - Remote operation by authorised party - Reconstruction of archived data - Security and auditing function (for tier 3 only) - Case management
Tier 4 – Data sharing and exporting	<ul style="list-style-type: none"> - Distribution of amalgamated data to authorised parties - Filter by data view for the authorised party - Security and auditing function for tiers 1, 2 and 4.

3. SUBJECT OF THE CONTRACT

The Agency is looking for a suitably qualified service provider(s) and/or individual expert(s) who can provide an adequate market monitoring system to be embedded within ARIS, namely Tier 3 as illustrated above.

The selected Contractor shall provide a market monitoring system for the EU wholesale energy market which shall include off-the-shelf software products, professional services to customise and improve them, including the installation and operational support of the resulting deliverables.

The software catalogue, provided by the tenderers, shall include all the available off-the-shelf software products as well as two specific products as defined below:

- Product A shall include all minimum functional and non-functional requirements as defined in section 3 of Annex I.A Technical specifications.
- Product B shall include all minimum and some or all advanced functional and non-functional requirements as defined in section 3 of Annex I.A Technical specifications.

In addition, the tenderers may propose to add additional functionalities which shall be described in detail and justified according to the relevant legislation and the overall market monitoring objectives. These additional functionalities shall be included in the tenderer's price list (see section 14 (D) of these tender specifications).

3.1 High level requirements

The core functionality of the market monitoring system is to support the Agency in fulfilling its market monitoring activities according to Article 7(1) of REMIT.

However, other Authorised Parties may use the market monitoring system to monitor wholesale energy markets. The use for monitoring purposes is limited to NRAs or other authorities competent for market monitoring according to Article 7(2) of Regulation (EU) No 1227/2011, i.e. normally one competent authority per Member State.

The market monitoring system shall have various core facets to enable the Agency that has the primary market monitoring responsibility according to Article 7(1) of REMIT as well as the Authorised Parties with monitoring tasks according to Article 7(2) of REMIT to fulfil their duties for market monitoring and investigation. Such duties include the ability to securely:

- View information at a monitoring station across multiple screens, each displaying information relevant for an end-user, including a parametric market summary (i.e. charts, inside information and fundamental data);
- Define, run and edit alerts to identify anomalous or suspicious (market manipulation) transactions, overlaid with all other relevant information (e.g. fundamental, operational, and inside information, news, etc.);
- Produce periodic and ad-hoc aggregate reports on activities within wholesale markets utilising filters across a range of available parameters;
- Filter, drill down and extract granular data;
- Collaborate amongst Authorised Parties by sharing templates for alerts and reports;
- Easily capture and store in an independent file a “replay” of filtered market activity so that such a file can be opened by computers with a minimal number of applications required to run such a file;
- Create a dashboard and visualisation tools for high level market overview monitoring;
- Handle case management for investigations and share cases for cross-border cases;
- Publish public information on websites;
- Automatically send via e-mail pre-defined reports to distribution lists;
- Schedule routines within a job scheduler periodically to maintain data so as not to impact performance by end-users while the scheduled routines are running.
- Enable Authorised Parties to remotely connect in order to perform all functional tasks.

The market monitoring system shall also be used for sharing information between the Agency and other authorities for case-handling purposes, to cooperate at the European Union and national level, between the Agency and the other authorities according to Article 16 of REMIT.

3.2 Data volumes and performance

Estimations of the volume of data are not available yet and will be subject to clarification following the publication of the Implementing acts.

Nevertheless a data storage system shall be highly scalable without significant performance loss. Increase in data will be due to data volume increases related to the activity in the market and phasing-in of REMIT implementation.

Sizing estimations for each of the canonical data types will be a subject to periodic assessments. Requirements for storage space for the immediately accessible and archived areas will be updated as a result of these assessments.

High level of performance is requested even in case of huge volumes of data. Therefore the Contractor shall indicate the hardware requirements needed to ensure the response times for this tool. The response times will be specified in detail in specific requests for services.

3.3 Quality, security and technological standards

The Contractor shall perform the professional services and provide products in accordance with technical norms, standards and procedures based on best professional practices in the information technology and/or telecommunications field (i.e. ISO 9000 and ISO 27000 standards).

Contractors working at the Agency's premises shall conform to the Agency's internal security rules and policy. If the Contractor's staff shall work at the Agency's premises, the Contractor is required, at the Agency's request, to replace immediately and without compensation any person considered undesirable by the Agency. In addition, all Contractors' staff who shall perform the 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 contract shall be described in the relevant request for services. The Contractor agrees to impose the security obligations upon any of its subcontractors and its staff who shall perform tasks for the Agency in the execution of this 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 consent. 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 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 the proper operation of the products in question and/or any other system/device/product owned by the Agency. The cost of repairing the damage caused by such a mechanism shall be borne solely by the Contractor.

The Contractor undertakes to inform the Agency in writing as soon as it has any knowledge of defaults in their 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 service are clearly spelled out and highlighted in the relevant documentation provided to the Agency.

Should the Contractor, during the performance of the services which are the subject of the Contract, need remote access to internal informatics 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 shall 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 clearance. This may apply to a specific contract and/or to a specific task.

The Contractor guarantees that software delivered under the Contract, whether or not developed in the execution of the Contract, will not fail to execute its programming instructions due to defects and workmanship when properly installed and used on the devices designated by the Contractor. It shall be devoid of any deliberate mechanism which leaves it under the Contractor's control after delivery to the Agency. It shall meet the operating requirements, specifications and characteristics specified in the Contractor's documents and/or laid down in the Contract.

The quality of the Contractor's products and/or services shall be measured by reference to the definitions, quality standards and procedures defined in the Contract and/or the specific contract, and the quality indicators defined in the service level agreement (see Annex I.A Technical specifications).

The Contractor shall comply with these quality standards. Compliance with quality standards shall be monitored by the Agency. Unless otherwise stated in the specific contract, in the event of non-compliance with one or more of the 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 standards 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 substandard may be terminated. In case of a substandard overall quality of services the Agency reserves the right to terminate the specific contract and, as a result, might terminate the contract.

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

3.4 Product development and compatibility

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

Any new product must be capable of replacing a previously approved product in the same operational environment, with no significant loss of performance and at no extra cost to the Agency.

In case a 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 soon as possible and at no cost to the Agency.

The Contractor shall ensure that the product, or a replacement product, is available on the market during the lifetime of the Contract and at least from the date when a specific contract is concluded.

The Contractor shall ensure that maintenance of a product delivered under a specific contract may be requested and provided for a period of at least five (5) years from the conclusion of the framework Contract. The above mentioned maintenance is subject to the signature of a specific contract limited to the maintenance of the above mentioned delivered product.

3.5 Communication and reporting

Except where the specific contract provides for otherwise, the selected 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 contract.

Annual activity report

A succinct annual activity report on all the work carried out by the selected Contractor in the performance of the Contract must be produced in English every twelve months (the reference period), the first one twelve months after the signing of the framework Contract.

The report must indicate, for the preceding twelve months, the services performed during that period, in terms of quantity and price, broken down by type.

The Contractor must submit to the Agency, within 30 days following the end of the reference period, one (1) copy by electronic mail and two (2) paper copies of the annual activity report.

The cost of producing the above reports will be borne exclusively by the Contractor. The Agency will not contribute in any way to the costs incurred in, *inter alia*, the drafting, production or distribution of the required reports.

3.6 Project Management

In the execution of the specific contracts the selected Contractor shall use a well-known project management methodology or framework. For reference, the Agency is using the PMI's framework defined by PMBOK as well as PM2.

Regardless of the methodology or standard selected, for each specific contract, or in cases where the services will be divided in different phases, for each phase of a specific contract, the Contractor shall distinguish five (5) steps or groups of processes: initiating, planning, executing, monitoring & control, and closing.

- Initiating (before the signature of a specific contract):
 - The Contractor shall, as a part of the offer, provide a project charter for the required services. Project charter shall include in detail at least the following: scope, scope exclusions, goals, critical success factors, stakeholder matrix, high level requirements, general chronogram, milestones plan, and list of deliverables, high level risks identified and internal/external resources required.
- Planning (after the signature of a specific contract):
 - The Contractor shall provide a project plan which shall include the following: detailed scope, WBS, list of deliverables, transition plan (the handover of the deliverables to the Agency), risk treatment plan, quality plan, testing plan, roles and responsibilities matrix, communication plan, milestones plan, detailed chronogram or PBS, resources plan, procurement and subcontracting management plan.
 - A kick-off meeting at the Agency's premises.
- Executing:
 - The Contractor shall provide the following documents: change request template and minutes of the meetings template.
 - The Project Supervision Board will be composed of at least the Contractor's project manager and the Agency's project manager. As per request of either one of the project managers, the board may include technical team leaders from the selected Contractor, the Agency and key stakeholders. Senior management may attend the board.

- The Contractor's project manager will work closely with the Agency's project manager in order to ensure proper follow up of the execution of the Contract and quick reaction to problems and incidents. The Contractor shall prepare minutes of each meeting, which shall be approved by the Agency's project manager and shall include the main issues discussed, agreed next steps and deadlines for actions.
- Monitoring and control:
 - The Project Supervision Board will meet at least once per month at the Agency's premises. However, the Agency may decide to use other means such as videoconference or may meet at the Contractor's premises pending mutual agreement.
 - The Contractor shall prepare minutes of each meeting which shall include the current status, current issues, changes recorded, Gantt chart status, track of proposals and goals for next meeting.
- Closing:
 - Closing requires the involvement and approval of the Agency's and Contractor's authorised persons.
 - Final user(s) acceptance and validation tests shall be performed.
 - Where applicable, final documentation for installation and operation processes shall be produced by the Contractor and submitted to the Agency.
 - The Contractor shall prepare final executive summary with the outcome of the project, including what was left out or included additionally compared to the original scope, issue log and overall results.

Where a specific contract involves software development, all related documentation shall be included in the final deliverable, such as software architecture documents, use cases, list of requirements as well as reports of the specific software development meetings if applicable.

3.7 Product scope

3.7.1 Within scope

Multi-user system fulfilling high level requirements described in section 3.1 and in Annex I.A Technical specifications, coping with data and performance requirements and observing the quality and security standards described in these tender specifications. The system shall support Role-Based Access Controls (RBAC) and ensure appropriate data acquisition from upstream layers and report and interact with the users via web interfaces.

The selected Contractor shall provide the hardware, operating systems and telecommunication infrastructure needed for the development and testing until the acceptance test of the product.

Each specific contract shall include detailed analysis and design documents, project management activities, management and deployment management, evaluation management, necessary licenses, product maintenance and support.

3.7.2 Out of scope

Installation and/or management of the underlying hardware, operating systems and telecommunication infrastructure after the acceptance test of the product is not a part of this tender and shall be provided by the Agency.

4. 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 106 of the general Financial Regulation¹, 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 27 EU Member States, 3 European Economic Area (EEA) Countries (Lichtenstein, Norway, Iceland) and 4 Stabilisation and Associations Agreements (SAA) Countries (Croatia, FYROM, Albania and Montenegro). The Agency's procurement procedures are not open to tenderers from countries covered by the Agreement on Government Procurement (GPA).

5. VARIANTS

No variants are permitted.

6. SIZE OF THE CONTRACT

The contract shall have duration of three (3) years from the date of signature and may be renewed once for an additional period of one (1) year. Therefore, the total duration of the framework Contract shall not exceed four (4) years. The Agency reserves the right to cancel the Contract with the selected Contractor whose services are deemed to be of insufficient quality.

The maximum total value of the orders which may be placed is as follows:

- maximum budget ceiling for 2012: EUR 985,000.00, excluding VAT,
- maximum budget ceiling for the total duration of the contract (4 years) shall be EUR 3,500,000.00, excluding VAT.

The maximum budget available for product A is EUR 500,000.00, excluding VAT. Maximum budget available for product B is EUR 950,000.00, excluding VAT.

The estimated date for signature of the framework Contract is December 2012.

7. DOCUMENTS AVAILABLE TO THE TENDERER

- Contract notice published in the Official Journal of the European Union (OJ EU) S 164 on 28.08.2012;
- Call for tender documents and annexes;
- Other documents, as mentioned in these tender specifications.

¹ Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities, as amended by Council Regulation (EC, Euratom) No 1995/2006 of 13 December 2006

8. CONTRACTUAL FRAMEWORK

8.1 Type of framework Contract

The services described above will be the subject of a single framework Contract.

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

The framework Contract does not constitute orders. Orders are placed through requests for services resulting in specific contracts.

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

8.2 Modus Operandi

Within 1 working day of a request for services being sent by the Agency to selected Contractor, the Agency shall receive a notification from the selected Contractor confirming that the request has been received and is readable.

Within 5 working days of a request for services being sent by the Agency to the selected Contractor, the Agency shall receive an offer which shall include all the details as specified in the request for services, including the estimate of the resources to be allocated for its execution.

Within 5 working days of receiving the offer, the Agency shall evaluate the compliance of the submitted offer and inform the selected Contractor whether the offer: (a) is accepted, (b) needs to be revised or (c) is rejected, providing details for options (b) and (c).

In case the offer needs to be revised, the selected Contractor shall have 5 working days to revise the offer according to the Agency's guidelines and re-submit it to the Agency. The Agency shall inform the selected Contractor within 5 working days after receiving the revised offer whether the offer is accepted or rejected, providing reasons for the decision.

For each specific request, the selected Contractor will calculate total prices on the basis of the unit prices quoted in the price table, Annex II to this invitation to tender (which forms an integral part of the framework Contract).

Once the offer is accepted by the Agency, the Agency shall forward the specific contract to the selected Contractor for signature.

Performance of the tasks starts from the date on which the specific contract is signed by the last contracting party.

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

8.3 Subcontracting

Special attention will be paid to the approach proposed by the selected Contractor for managing 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.

Subcontracting during the performance of the Contract is permitted only with the prior written consent of the Agency. The Contractor remains solely liable for the proper performance of the contract.

9. CONTRACTORS' OBLIGATIONS

9.1 Employment law applicable to transfers of undertakings

Tenderers are reminded that their bid must be established in conformity with the applicable national and European employment legislation regarding the transfer of undertakings, and specifically Directive 2001/23/EC² and its national implementing measures. In particular, tenderers 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.

9.2 Copyright and other intellectual property rights

Copyright and other intellectual or industrial property rights and any other right of ownership will vest in the Agency, except where one or more of these rights already exists.

The Contractor must specify any parts of the services performed that are covered by copyright or any other rights of ownership. The Contractor must confirm that he/she 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.

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the contract, shall be owned solely by 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 contract being entered into.

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 subject of this invitation to tender, and to the extent where the results/works obtained under the contract are to be re-used in the context of another Agency's project/programme with another Contractor(s) working under a contract.

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

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

² 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.

10. PLACE OF PERFORMANCE OF THE SERVICES AND WORKING HOURS

10.1 Place of work

The place of performance of the Contract shall depend on each specific contract and the delivery of goods and services will be specified in the specific request for services. The place may either be at the Agency's premises in Ljubljana, Slovenia ("*on-site work*") or at the Contractor's premises ("*off-site work*"). The principle place of performance of a specific contract shall be indicated in the request for services.

10.2 Meetings

Meetings between the selected Contractor, the Agency and potentially other third parties i.e. NRAs, EU institutions and other stakeholders will be mainly organised in Ljubljana, Slovenia.

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 at the meeting.

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

Any expenses incurred by the Contractor as a result of participating in these meetings (i.e. travel costs, subsistence allowances or any other related costs) shall not be quoted separately but shall be considered as a part of project management activities. Quoted prices should be all inclusive.

10.3 Missions

A maximum number of two-day missions to destinations in Europe other than Ljubljana (e.g. Brussels, in cities where NRAs or organised wholesale energy markets have their own seats), are envisaged per year, as follows:

- Ten (10) missions until the acceptance test for product B
- Five (5) missions per year after the acceptance test for product B.

The expenses related to these missions must be included in the price quote and shall not be reimbursed separately by the Agency.

In case additional missions shall be needed and which shall exceed the above limits, the Agency shall reimburse the expenses for these missions according to the rules and procedures applicable to the Agency's staff.

All missions shall be carried out at the express request and with prior authorisation of the Agency.

10.4 Normal working days and hours

A normal working day corresponds to 7 hours 30 minutes per day (37 hours 30 minutes per week). The normal working time of the Agency is between 8:00 and 20:00 with core hours from 9:30 to 12:00 and from 15:00 to 16:30.

The Contractor shall define a formal agreement with the Agency on their working hours at the Agency's premises. Any recuperation on the working hours is not admissible.

In exceptional circumstances (e.g. continuous support services from 8:00 to 20:00), the Agency shall retain the right to have the services delivered during a specific time frame (e.g. from 8:00 to 16:00 and from 12:00 from 20:00 with a pause of 30 minutes).

While working “on-site” in Ljubljana, the Agency’s schedule of public holidays shall be observed and no work shall be scheduled by the Contractor during any of these days. The list of Agency’s public holidays can be found at the Agency’s website.

11. LANGUAGE

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.

12. PAYMENT METHODS

Except where the specific contract provides for otherwise, provisions related to payment are laid down in the draft Contract (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.

The services will be invoiced on the basis of the services provided after full delivery and approval of progress reports, in line with the payment schedule described in the draft Contract (Annex III to the Invitation to tender).

Payment 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.

13. 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 contract.

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 contract.

The prices quoted should include all services and products as described in these tender specifications and its annexes and shall include any travel and/or subsistence expenses as indicated.

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

14. SUBMISSION OF OFFERS

Each offer must be accompanied by a **dated cover letter signed by the tenderer** and the **duly completed reference table** related to the exclusion and selection criteria (see Annex I.B to these tender specifications).

The tenderer's offer should include:

- A. The declaration on honour relating to the exclusion criteria listed in section 16 of these tender specifications (model provided in Annex I.D to these tender specifications), fully completed and signed and dated by the tenderer;
- B. All the documents relating to the selection criteria listed in section 17 of these tender specifications;
- C. The technical offer, as described in section 15 of these tender specifications;
- D. The financial offer based on the model in Annex II to the invitation to tender, signed and dated by the tenderer. In addition, the tenderer shall provide a detailed price list for all the products included in the catalogue as well as the software licences (for 10 and for 25 concurrent users).

In case the offer involves subcontracting 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.

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

The working language of the Agency is English.

15. TECHNICAL OFFER

Tenderers should include in their bid a technical offer detailing how they intend to perform the tasks covered by the Contract, in compliance with all the requirements of these tender specifications. Bids that fail to comply with this requirement will be rejected.

The structure of the technical offer must follow that of the nature of the services requested and the working method.

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

As a part of the technical offer, the tenderers shall submit:

- Duly completed questionnaire,
- Technical proposal for product B,
- Delivery schedules for products A and B,
- Demo prototype.

15.1 Questionnaire

The technical offer shall include a completed questionnaire along the lines provided below. The questionnaire is divided in three (3) parts:

- A. Project management
- B. Personnel management
- C. Account management

The document providing answers to each part of the questionnaire should not exceed 5 pages and all three documents together should not exceed 15 pages. The tenderer should quote each single question when providing the answer to that question.

A. Project management

- How does the tenderer propose to evaluate the requirements from the Agency?
- Which procedure of risk management is in place (the ability to properly manage any predicted risk and to adapt to new internal and external related risks, bearing in mind the final goal of the project)?
- Which is the standard Project Management Methodology adopted by the tenderer?
- Which professional certificates (internationally recognised) do the project managers of the tenderer have?
- How the tenderer ensures an adequate configuration management and change process control?

B. Personnel management

- What database(s) or other mechanism does the tenderer use to keep track of the skills of their staff, as well as find the expert(s) that best match the Agency's requirements?
- How does the tenderer select the best suited expert?
- What is the methodology for *ad-hoc* timely recruitment when a request for services cannot be fulfilled from the tenderer's existing pool of potential experts and internal staff?
- What is the human resources policy of the tenderer?
- What is the tenderer's policy for internal promotion (in terms of responsibility, as well as financial) of their personnel (full-time staff and freelancers)?
- What is the tenderer's policy in dealing with freelancers (including one-person companies)?

C. Contract management

- How does the tenderer propose to manage the contract?
- What is the proposed communication model?
- What are the proposals for reporting and what does the tenderer propose to report upon?
- Which governance structure would the tenderer put in place to manage a contract?
- What would the escalation mechanism be?

15.2 Technical proposal for product B

The tenderer shall submit a technical proposal for product B with the aim to report facts and evidences regarding the compliance with points from "A" to "J" in free format. The technical proposal shall be divided in parts that replicate the structure and order of Annex I.A Technical specifications:

- A. Data sourcing (see Annex I.A, Technical specifications, section 3.1)
- B. Canonical data amalgamation (see Annex I.A, Technical specifications, section 3.2),
- C. Market monitoring functionalities (see Annex I.A, Technical specifications, section 3.3),
- D. Data sharing (see Annex I.A, Technical specifications, section 3.4),

- E. Non-functional requirements (see Annex I.A, Technical specifications, section 3.5),
- F. Technical characteristics (see Annex I.A, Technical specifications, section 3.6),
- G. Governance and quality of work (see Annex I.A, Technical specifications, section 3.7),
- H. Software maintenance and other related services (see Annex I.A, Technical specifications, section 3.8),
- I. Authorised Party remote terminal operation (see Annex I.A, Technical specifications, section 3.9),

The document providing answers to each part should not exceed the maximum amount of pages indicated per point and all documents together shall not exceed 100 pages. The tenderers should quote each single question when providing the answer for the relevant question.

A. Data sourcing (*maximum 10 pages*)

- Sources of data. Illustrate the architecture of the market monitoring system as if it were to handle all data sourcing requirements and those requirements concerning canonical data amalgamation, to enable data collection for each input and data type. Explain any limitations the architecture may present.
The Agency shall assess the capabilities of the tenderer's proposal to handle inputs and all associated standardisation in order to identify the most efficient means of sourcing data.
- Data types. Explain the capabilities of the market monitoring system to import different data types and interpret different formats of data if it were chosen by the Agency to perform this role. Outline any experience members of your staff have in handling different data types and formats that are not currently included within the market monitoring system, but might be included, given your knowledge and experience in wholesale energy markets.
- Sequencing and recoverability. Describe how the incremental Internal Sequencing Code utilised by the specified upstream systems and operated by the Agency will be utilised by the market monitoring system, including how this code might be used in any data recoverability procedures, so as to ensure no data is 'lost'.
- Data Field Management. Describe how data fields might be managed. Explain which kind of operations of data field management requires software developers.
- Data Checks and Enrichment: Describe the functionality that will be provided to enable additional derived data and reference data to be applied to Event information. Describe the functionality that will be provided to market monitoring system Administrators to enable data validation checks to take place. If tools do not exist, explain alternative approaches.
- Reference Data Management. Describe how reference data will be managed within the system (create, edit, delete, associate, etc.). Illustrate with diagrams and screen shots any tools already available. Will such reference data be managed by administrators or will software developers be required for every change?

B. Canonical data amalgamation (*maximum 5 pages*)

- Standardisation and amalgamation:
 - In case the market monitoring system is not acting as the main data sourcing mechanism, provide a summary of the available methods that could be used to

- transfer data into the market monitoring system and include reference to any relevant specific examples of past work and the formats/protocols handled.
- In case the market monitoring system acts as the main data sourcing system, explain how the available software can be used to standardise and amalgamate canonical data types and include reference to any relevant specific examples of past work and the formats/protocols handled.
- Periodic aggregation. Describe functionality that can be used to periodically aggregate data to maximise performance for the presentation of charts and high level tables of information.

C. Market monitoring functionalities (*maximum 20 pages*)

- Flexibility and user friendliness. Describe, with examples, user friendliness and flexibility of a product without further customisation. Briefly describe any customisations that are envisaged as a result of these requirements. Illustrate both points with screen captures or diagrams wherever possible.
- Enhanced publication of transparency information. Describe any capabilities your surveillance software might have to fulfil this requirement. Outline any third parties that might be utilised to provide such a state-of-the-art view of fundamental data that would be included as a part of the proposed system.
- Data retention and archiving.
 - Immediately accessible data: Provide details as to how this can be managed so that disk volumes are not exceeded as a result of automatic transaction/audit logging.
 - Retention of auditable information: Describe how the retention of un-modified submitted data and auditable logs will be handled.
 - Archiving: Outline how the automatic data archiving plans might operate so as to ensure that data is backed-up to equipment that does not form a part of the immediately accessible data system.
 - Reconstruction of archived data: Describe the methodology of reconstructing archived data and the systems that can be used to minimise staff time in the mechanics of reconstruction. Describe a suitable process that will ensure decrypted data has not been modified during the decryption process.
- Graphical presentation. Describe and illustrate the characteristics of the graphical presentation covering minimum and advanced functional and non-functional requirements. Explain which file formats are supported for export to other documents. Describe in detail how annotations can be inserted, and removed, within a graphical presentation and how fundamental data can be overlaid manually in accordance with the requirements of the market monitoring system user. Describe how non-transactional events are automatically associated with transactional activity. Describe how an end-user might control the number of events that are automatically associated with transactional activity.
- Alerts.
 - Defining and modifying. Describe the functionality that enables an alert to be defined by an end-user. Describe any limiting characteristics that might force, amongst other things, a re-compilation of code, system or process restarts or other factors that may interrupt or reduce the operational performance of the system. In addition, describe, in a list form, any pre-defined alerts that already exist.
 - Alert sharing. Describe how an alert defined by one end-user within an Authorised Party could be shared to enable other Authorised Parties to run the same alert and make use of consistent alert templates.

- Alert operation. Describe the mechanisms that allow alerts to be started and how their safe operation is ensured.
- Reports
 - Report engine - periodic and automated reports. Describe the functionality to enable this type of report generation. In addition describe the mechanisms that can be employed to distribute such reports to end-users on e-mail distribution lists. Describe how such report templates could be shared amongst Authorised Parties so that they can operate across their data view.
 - Report engine - ad-hoc and user-initiated reports. Describe the functionality that can be used. Describe how an end-user might store templates within their own area and share the template with other end-users so that they too can run the same report within their data view.
- Data Mining
 - Search engine. Describe the functionality of your search capabilities within the data view. If drop down menus of available attributes are to be used, will these be updated to reflect the relevance depending upon previously selected values? How will the search facility be able to display results dynamically from data as each character that makes up the key word search is entered?
 - Filter mechanism. How will the market monitoring system enable filtering data within the Authorised Party's data view whilst ensuring performance of the system is maintained? How can templates of filters (i.e. on-screen reports) be saved and shared for future reference?
 - Drill down and expand data. Authorised Parties require the ability to drill into and extract data based on many tiered groups of structured data and aggregate totals for each group. Describe how this can be done and what functionality might be employed to maximise performance
- Case management. Describe the case management tools that are available and how these tools might facilitate collaboration amongst Authorised Parties.
- Auditability. Describe the functionality and security levels used to produce auditable records of submitted data. Demonstrate how auditable records will be secured for forensic use.

D. Data sharing (*maximum 10 pages*)

- Data views. Describe the functionality the market monitoring system can deliver to manage such a requirement efficiently. Explain how the goal of a centralised record store that enables efficient Europe-wide surveillance to be carried out is ensured, while guaranteeing Authorised Parties still have access only to the data which they are entitled to. In your answer, particular consideration should be applied to minimising:
 - infrastructure costs (hardware, software, communication lines, etc.);
 - the number of tables and level of complexity within the market monitoring system;
 - the number of installed instances of software products;
 - the sum to be paid for consultancy when changes are needed to data views;
 - the time and effort with which a data view change can be effected;
 - security implications.
- Periodic modifications to a data view. Explain how any part of the market monitoring system, particularly remote operations by Authorised Parties, might easily accommodate changes to a data view. What types of functionality can be made available should there be a requirement to include additional parameters beyond straightforward inclusion or exclusion of a country from an Authorised Party's data view?

E. Non-functional requirements (*maximum 15 pages*)

- Data security
 - Inbound data. Describe appropriate mechanisms that the system supports in order to ensure secure inbound data acquisition to the market monitoring system. For each format of data that will be submitted, assess the relative merits of the AS2 protocol, highlighting any relevant experience you might have. What other security standards might be used or be applicable for each form of submitted data? In addition describe the security model of your solution according to the form of the data view.
 - Outbound data. Describe appropriate mechanisms that will be used to provide a high standard of security for outbound data flows from the market monitoring system to Authorised Data Extractors. Describe for every single data outbound representation or transmission how security can be enforced. In addition describe the security model of your solution according to the form of the data view.
 - Remote access and GUI operation. Describe the mechanisms that will be used to secure the operation of the GUI for Authorised Parties. Where appropriate break your answer into thin client and thick client scenarios.
- Security administration. Indicate your experience with establishing security administrative processes and how the functionality within the market monitoring system allows those processes to be fulfilled.
- Performance. Describe the key features of the market monitoring system that materially improve the performance of the market monitoring system to ensure, amongst other things, minimising wait times for the end-user as well as appropriately prioritising background processes so that user interaction is optimised. Describe whether monitoring interfaces exist to enable important parts of the market monitoring system to be monitored. Describe whether any tools are available to enable those administrators to take remedial action.
- Resilience. Describe the key features of the market monitoring system that can be provided to ensure the resilience of the market monitoring system in accordance with these requirements. Explain how monitoring of resilience of the market monitoring system might be achieved so that performance can be measured electronically. Illustrate your answers with diagrams wherever appropriate.
- Recoverability. From a purely application-side perspective, briefly describe the recoverability procedure that is envisaged and likely timeframes, given certain conditions, on the timeliness to re-establish a fully operational system.
- Error handling. Describe which error messages are foreseen for users and for administrators. Specifically, explain how important errors relating to hardware (e.g. disk failure, disk capacity exceeded, communication failure) will be identified and communicated and whether any third party products might be utilised, e.g. SMS.

F. Technical characteristics (*maximum 10 pages*)

- Software characteristics. Describe technical characteristics of the market monitoring system from a software perspective, including the following as a minimum:
 - Minimum database technology and versions;
 - Software languages and versions used;
 - Minimum software operating system specifications;
 - Support products to be used for remote administration;
 - Security software, firewalls and required ports;
 - Any other relevant technical characteristics.

- Hardware characteristics. Describe technical characteristics of the hardware required to run the market monitoring system, including:
 - Minimum hardware specifications;
 - Bandwidth requirements for remote support connections.
- Limiting technical characteristics. Describe any limiting characteristics that might impair the performance of the system.

G. Governance and quality of work (*maximum 15 pages*)

- Development methodologies. Describe the software development methodology that is most appropriate for this solution and, if different, the methodology that will be used.
- Change control process. Outline, briefly, the change control process that will be used.
- Testing process. Outline the testing process that is envisaged from isolated component testing to integrated performance load-based tests and security penetration tests. Specify whether the Agency will be able to audit the testing process without incurring additional fees or having access to development resources unreasonably restricted.
- Project timeline. Provide a high level project plan indicating dependencies on and other interactions with Tier 1, 2 and 4 of the overall solution.
- Quality of work. Indicate any quality thresholds, awards or verifiable accomplishments in line with the quality criteria that are available

H. Software maintenance and other related services (*maximum 15 pages*)

- Third party providers. Provide a list of third party partners with their associated skills and expertise levels that have sufficient specialist knowledge for ensuring maintenance in the future. These partners should be capable of providing a similar level of quality as the selected Contractor.
- Software maintenance. Describe the features of the software maintenance plan and how many complimentary resource-hours will be included each month.
- Provision of support. Describe the support capabilities that will be available, including:
 - User support team policy, hours of operation;
 - Case management and problem tracking capabilities;
 - Support channels that could be provided, including e-mails, chat, other;
 - European languages (other than English) available for remote support.
 Describe the process from end to end on how your support process would work to ensure recoverability for high-priority, high-impact failures.
- Minimising deployment failures. Explain how the integrity of the deployment will be ensured so as to minimise the possibility of a failure during the deployment of an issue subject to change control. Particular emphasis should be placed on eliminating the need by the Contracting Authority to maintain any additional infrastructure to support quality assurance (QA) replica environments for testing purposes. In addition specify what systems will be involved to rapidly roll-back to a previous working version in the event of any failure.
- Backup and restore. Describe the backup and restore functionalities that are available should the Agency wish to utilise the solution that is offered.

- Technical system monitoring. Describe the technical solution monitoring system that could be used if the Agency wishes to utilise the proposed system for its entire infrastructure monitoring, in addition to the market monitoring system.
- Training. Indicate whether training courses are available with ready-made materials to enable new end-users to understand how to use the tools that are available within the market monitoring system. Indicate how many free training days will be included for each license that is granted.
- Documentation. List all electronic documentation that will be made available and when.
- Data export declaration and other terms and conditions. Indicate whether there are restrictions on the ability of any Authorised Data Extractor at any point to receive, download, extract and further manipulate data from the market monitoring system outside of the functionality provided by the front-end application(s) provided by the selected Contractor. In addition specify any business terms and conditions not highlighted in this document that may limit or restrict any requirements specified herein.

I. Authorised Parties remote access and operation *(maximum 5 pages)*

- Authorised Party remote terminal operation. Describe how this will be done with diagrams explaining the architecture and functionality that will be provided. Indicate the requirements in the worst-case scenario in terms of bandwidth and latency on the performance experienced by the remote end-user.
- Remote user experience. Explain how a remote Authorised Party will access and operate the market monitoring system.
- Remote user licensing. Explain how a simple software licensing structure will work to enable Authorised Parties to pay a low periodic cost for access to the system.

15.3 Delivery schedules for products A and B

Provide detailed delivery plans with the final delivery times for product A and product B.

15.4 Demo prototype

As a part of the technical offer the tenderer shall provide suitable materials to demonstrate a demo prototype for the market monitoring system.

All demonstration materials shall be provided in electronic format on CD, DVD, USB stick or external hard disk or through an interactive web application (in this case URL and username/password shall be provided; including e-mail address in case technical assistance is needed). The tenderers are requested to provide temporary licenses for non-commercial use of the demo prototype, which must be consistent with the validity of the offer, i.e. from 6 months from the final date for submission of offers, and should allow the Agency to evaluate the demo prototype.

Demo prototype may, but does not have to, be a pilot for product A or B. It is not necessary that the demo prototype shows all the characteristics of products A or B.

Demo prototype can use fictitious data generated by the tenderer. Such data should ideally be coherent with the record of transactions provided in the Agency's public consultation

document mentioned in section 2.2 of these Tender specifications. The demo prototype should relate to the peculiarities of REMIT. Nevertheless some component of the demo prototype may also relate to analogue processes and data.

The demo prototype should aim at demonstrating, as much as possible:

- the completeness of the proposal in respect to core functionalities illustrating the end to end data flow,
- the concrete possibility to remotely access and operate the system and
- easiness of evolutionary maintenance.

Special emphasis should be placed, wherever possible, on the friendliness of the end-user experience and flexibility in respect to uncertainty deriving from the novelty of REMIT market monitoring and its peculiarities when compared to traditional financial market surveillance.

NOTE: Flat file illustrations outside of a specific software solution showing only theoretical concepts (e.g. a diagrammatic presentation of proposed functionality within a slide deck or macros within a spread sheet) shall not constitute an acceptable demo prototype for the purpose of this tender.

If a requirement can be satisfied using a more efficient means than those outlined in these tender specifications, tenderer shall provide additional materials to demonstrate the improvement and its cost-effectiveness, also in the perspective of TCO (total cost of ownership).

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 bid.

Exclusion from participation

Candidates or tenderers will be excluded from participation in a 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 these matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional integrity by a judgment which has the force of *res judicata*;
- c) they have been guilty of grave professional misconduct proven by any means which the awarding authority can justify;
- d) they have not fulfilled 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 awarding authority, or with those of the country where the contract is to be performed;
- e) they have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests;
- f) following another procurement procedure or grant award procedure financed by the European Union budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations;
- g) there is a technical or commercial restriction to the ability of an Authorised Data Extractors, at any point to receive, download, extract and further manipulate Data held

within the Market Monitoring System outside the front-end application(s) provided by the the selected Contractor.

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 above, using the form provided in Annex I.D to these tender specifications.
2. The tenderers to whom it is proposed to award the contract shall furnish, within a time-limit specified by the awarding authority and prior to the signature of the contract, the following evidence in support of their declarations:

The contracting authority will accept, as evidence that the candidate or tenderer is not in one of the situations described in points (a), (b) and (e) above, the production of a recent extract from the judicial record (issued less than 90 days prior to the deadline for tender submission) or, failing this, a recent equivalent document (issued less than 90 days prior to the deadline for tender submission), issued by a judicial or administrative authority in the country of origin or provenance, showing that the requirements are met. The contracting authority will accept, as satisfactory evidence that the candidate or tenderer is not in one of the situations described in point (d) above, a recent certificate (i.e. less than 90 days old on the date of the deadline for tender submission) issued by the competent authority of the State concerned. If the recent certificate described is not provided in one of the official languages of the European Union, the Contracting Authority retains the right to request that the document be translated into English or into another official language of the European Union, by officially certified translation, with costs borne by the Vendor.

Where no document or certificate of the type referred to in the paragraph above is issued in the country concerned, and for the other cases of exclusion referred to in points (c) and (f), it may be replaced by a declaration under oath, or, failing that, a solemn declaration made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in the country of origin or provenance.

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

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

Exclusion from award of the contract

The contract will not be awarded to tenderers who, during the procurement procedure:

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

The Agency must ensure that, on the date on which the tender is submitted, no tenderer is subject to a conflict of interests; such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.

Tenderers are therefore asked to specify whether, during the two years prior to this invitation to tender, their company, any of its directors, any of its staff (employees, trainees, etc.) or shareholders worked on, or were otherwise involved in, any project commissioned by the Agency and directly related to this call for tender.

The Agency reserves the right to judge whether such a conflict of interests exists.

Tenderers are also asked to declare:

- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- that they have not granted, sought, attempted to obtain or accepted any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract;
- that they will inform the contracting authority without delay of any situation constituting a conflict of interests or which could give rise to a conflict of interests.

(b) are guilty of misrepresentation in supplying the information required by the awarding authority as a condition for participation in the procurement procedure, or fail to supply this information.

Evidence:

Tenderers shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations referred to above, using the form provided in Annex I.D to these Tender specifications.

In addition, the tenderers shall provide a signed sworn statement specifying whether, during the two years prior to this invitation to tender, their company, any of its directors, any of its staff (employees, trainees, etc.) or shareholders worked on, or were otherwise involved in, any project commissioned by the Agency and directly related to this call for tender.

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.D to these Tender specifications, confirming that none of the exclusion criteria for participation in or award of the contract apply to them.

The tenderers proposed for award of the contract must furnish, within the time-limit specified by the awarding authority and prior to the signature of the contract, 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, each subcontractor is supposed to provide through the leading contractor a declaration of honour and/or the evidence listed above regarding exclusion criteria.

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 Contract at Annex III to the Invitation to Tender.

Where the bid 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 bid 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/she has with them. He/she must in this case prove to the awarding authority that he/she 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.

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

17.1 Professional capacity

For natural and legal persons:

- Duly completed and signed form “Identification of the tenderer” (see Annex I.C to these tender specifications);
- Duly completed and signed financial identification form (see Annex I.E 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
- Certificate of enrolment on the professional or trade register in accordance with the legislation of the Member State in which the tenderer is established;
- Duly completed and signed legal entity form (see Annex I.F 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

For legal persons, the following information is necessary in addition to the above:

- Legal form
- Copy of the Company's Articles of Association
- Names and duties of managerial staff

17.2 Financial and economic capacity (for natural and legal persons)

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

- Statements from the bank indicating good financial viability or evidence of professional risk insurance covers;

- Balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;
- A statement of overall turnover concerning the services covered by the contract during the last three financial years.

17.3 Technical capacity

Tenderers must provide the following documentation to enable an assessment of their technical and professional capacity. For joint applications, the capacities of all members of the joint application, including subcontractors, shall be taken into account.

The tenderers must provide:

- A statement of the average annual manpower and the number of managerial staff over the last three years.
- Details of staff turnover during the last financial year and the total staff turnover and percentage of staff that have worked within the relevant business area over the last three years.
- A detailed description of the infrastructure and resources available for the performance of the work required (equipment, premises, computer hardware and software, etc.).
- Experience of the tenderer in the business domain, including the number of years of activity in the domain and the staff involved.
- An outline of the range of business activities and services provided by the tenderer during the last three years which are relevant to this tender.
- Details of at least three major contracts implemented by the tenderer during the last three years. The tenderers references must have the following characteristics: relevant to these tender specifications; indication of the type of the contract (i.e. a fixed price project/contract, a time and materials project/contract, a person day quoted), which services were supplied under the contract; each contract must have been undertaken for a different client (departments, divisions, directorates etc. are regarded as the same client), contracts must have been undertaken over the last three years.
- Provision of evidence that the tenderer has, in the recent past, provided resources of the type as requested in this tender and for a total invoiced amount of at least EUR 1,000,000.00 for the years 2010 and 2011 combined. The following information has to be provided:
 - customer name and address; contact name and telephone number, contract reference (e.g. number of the invitation to tender or the contract number or the specific contract number), the date of signature of the first contract, a brief description of service undertaken, a brief description of how this contract is relevant to these tender specifications, name(s) of sub-contractors and/or consortium members and their role, start- and end-date of the service contract, total number of person-months delivered across all profiles (e.g. project manager: xyz person months; technology experts: xyz person-months; ...) during the complete duration of the contract, financial volume of the contract upon initial signature, financial volume of the contract effectively delivered (i.e. total amount effectively invoiced to the customer) during the complete duration of the contract;
 - projects for installation and configuration of solutions analogue to the requested market monitoring system: total number, with a content description of duration and size of the contract, the SW solution installed and/or configured and other related service provided.
- A statement of the tenderer's policy on the use of subcontractors and description of the means of ensuring quality when subcontractors are used.
- A copy of quality assurance accreditation certificates that the tenderer holds.
- 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 Technical specifications (see detailed specifications of the profiles required).

For tenders including subcontracting, the tenderer must submit:

- A document stating clearly the identity, roles, activities and responsibilities of the subcontractor(s) and specifying the volume/proportion of the tasks of (each of) the subcontractor(s), as well as the description of the quality control measures they intend 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) stating its unambiguous undertaking to collaborate with the tenderer if they win the contract and the extent of the resources that it will put at the tenderer's disposal for the performance of the contract;
- In the absence of this, a document stating that the tenderer does not intend to subcontract and that he/she will inform the Agency about any change in this situation. The Agency reserves the right to judge if such change would be acceptable.

For 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 contract;
- A letter signed by each member stating its commitment to execute the services in the tender clearly indicating its role, qualifications and experience;
- A document 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.

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 selection criteria.

18. AWARD CRITERIA

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

18.1 Technical quality, with 65% weighting

Tenders scoring less than 60 overall points or less than 50% of the points awarded for each of the single criterion will be excluded from further evaluation.

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

No.	Technical quality criteria	Maximum points available
1.	Technical quality criteria for the questionnaire	
	Efficiency and effectiveness of the methodology for the project management	9
	Efficiency and effectiveness of the methodology for personnel management	3
	Efficiency and effectiveness of the methodology for the contract management	3
2.	For each criterion completeness, comprehensiveness, quality and clarity of the technical proposal for product B, including the inclusion of advanced requirements	
	Data sourcing	5
	Canonical data amalgamation	3
	Market monitoring functionalities	12
	Data sharing	5
	Non-functional requirements	5
	Technical characteristics	4
	Governance and quality of work	8
	Software maintenance and other related services	8
	Authorised Party remote access and operation	10
3.	Delivery schedules for products A and B	
	Completeness, clarity and relevance of the delivery plans and final delivery times for each product, with the emphasis on realistic schedules/plans.	5
4.	Technical quality criteria for the demo prototype	
	Consistency of the proof of concept with the requirements	10
	Capability to proof the remote access with a thin client	5
	Capability to proof the easiness of evolutionary maintenance	5
	TOTAL	100

18.2 Price, with 35% weighting

In order to evaluate the offers, the Agency shall take into account the following prices, stated by the Tenderer in the financial offer (Annex II to this Invitation to tender), namely:

- The Agency will calculate a total reference price, based on the financial offer submitted by the tenderer in Annex II to the invitation to tender. The total reference price has no contractual value and will be used solely for the purpose of this evaluation. The formula for calculating the total reference price is described below.
- The yearly price for one license for product B for one Authorised Party for 10 concurrent users.

Formula for calculating the total reference price:

	Description of products and/or services	UNIT	All inclusive price in EUR, without VAT	Multiplier coefficient	TOTAL VALUE in EUR, without VAT
A	B	C	D	E	F = D * E
1.	Product A (without a license)	total		* 0.60	
2.	Product B (without a license)	total		* 0.40	
3.	Profile level A	man-day		* 200	
4.	Profile level B	man-day		* 800	
5.	Profile level C	man-day		* 1200	
6.	License for product B for the Agency for 25 concurrent users	year		* 4	
TOTAL REFERENCE PRICE = VALUES 1 + 2 + 3 + 4 + 5 + 6					

18.3 Final evaluation

Tenders will be ranked according to the criterion of the economically most advantageous tender that is obtained on the basis of the following formula.

The formula to calculate economically the most advantageous offer is:

$$\text{Final score for tender X} = \frac{\text{cheapest total reference price}}{\text{total reference price of tender X}} * 30 + \frac{\text{cheapest yearly price for one license for product B for Authorised Party for 10 concurrent users}}{\text{yearly price for one license for product B for Authorised Party for 10 concurrent users of tender X}} * 5 + \frac{\text{total technical quality of tenderer X}}{100} * 65$$