

**IT infrastructure hosting services for the Agency for the
Cooperation of Energy Regulators**

Framework Contract

TENDER SPECIFICATIONS

OPEN CALL FOR TENDERS

ACER/OP/MMD/12/2013

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1. TITLE OF THE INVITATION TO TENDER

IT infrastructure hosting services for the Agency for the Cooperation of Energy Regulators, tender no. ACER/OP/MMD/12/2013.

This tender is not divided into lots.

2. BACKGROUND AND OBJECTIVES OF THE CONTRACT

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

The Agency works to promote a competitive, sustainable, secure and transparent Internal Energy Market in electricity and natural gas for the benefit of all EU consumers. 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 works closely with NRAs, as well as with EU institutions, European stakeholder associations and market participants, especially the European Networks of Transmission System Operators (ENTSOs).

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

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

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

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

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

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

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

Further information on the Agency's activities under REMIT can be found on the website: <http://www.acer.europa.eu/remit/Pages/default.aspx>.

3. OBJECTIVES OF THE AGENCY'S REMIT INFORMATION SYSTEM (ARIS)

The Agency is responsible for the implementation of REMIT. One of the main tasks of the Agency over the period 2012-2014 is the development of a fully functional IT system for monitoring trading activities in wholesale energy products. The Agency's monitoring activities under REMIT aim at detecting market abuse in the form of insider trading and market manipulation, including attempted market manipulation.

A first step in this direction shall be the establishment of a Centralised European Registry for Energy Market Participants ('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 registers, established and managed by NRAs, according to a registration format determined by the Agency in cooperation with NRAs pursuant to article 9(3) of REMIT⁴.

A second step shall be the establishment of a data collection and reporting system. Reporting formats, channels and timing need to be set by the European Commission with the Implementing Acts envisaged in article 8(2) and 8(5) of REMIT.

A third step shall be the establishment of a market monitoring system, which will analyse and pre-screen all the transactions and fundamental data in a way as to identify possible market abuse cases (i.e. suspicious events) and alert the Agency's experts in the Market Monitoring Department of such cases. The market monitoring system will also be used for supporting the investigations to be conducted by NRAs in coordination with the Agency.

All three components of the Agency's REMIT Information System (ARIS) - i.e. CEREMP, the data collection and reporting system, and the market monitoring tool - will be fully web-based. According to the requirements set in article 12 of REMIT, ARIS must be operationally reliable. In particular, the Agency shall take all the necessary measures to prevent any misuse of, and unauthorised access to, the information maintained in ARIS. In addition, in line with article 10 of REMIT, the Agency shall establish mechanisms to share the information held in ARIS with NRAs, financial regulatory authorities, national competition authorities, the European Securities and Markets Authority (ESMA) and other relevant authorities.

4. SUBJECT OF THE CONTRACT

The purpose of this tender is the provision of infrastructure hosting services for the implementation of ARIS - the Agency's REMIT Information System - and the implementation of Disaster Recovery and Business Continuity (DR/BC) solutions for the Agency's internal IT infrastructure.

The selected Contractor shall provide technical infrastructure hosting services (e.g. servers,

⁴ See ACER Decision n. 01/2012 relating to the Registration Format pursuant to Article 9(3) of Regulation (EU) 1227/2011 available at: http://www.acer.europa.eu/Official_documents/Acts_of_the_Agency/Directors%20decision/ACER%20Decision%2001-2012.pdf

security devices, system management, monitoring tools, etc.) needed for the Agency's software development products, web applications, databases, services, etc. as well the necessary support in full compliance with all security and privacy law requirements.

These services shall be provided by qualified service providers and/or individual experts.

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

4.1 Product development and compatibility

Any services and/or products delivered under this Framework Contract (the "Framework Contract") shall be demonstrated by the selected Contractor, at his expense.

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

The equipment used to provide the requested services shall be new and shall be subject to full manufacturer warranty at least until the end of a specific contract. In case the specific contract shall have one or more renewals, the selected Contractor shall assure the manufacturer's warranty and support for the entire contractual period. In case of failure of the equipment and/or a piece of equipment provided, the tenderer shall replace, free of charge, the faulty equipment and/or a part of it, with an identical or equal equipment and/or a part of it within 24 hours from the time the failure was recorded in the monitoring and surveillance system and/or communicated to the selected Contractor by any means, regardless of whether the Agency has authorised the replacement or not.

4.2 Quality standards and their application

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

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

The Contractor shall comply with the above mentioned quality standards. Compliance with quality standards shall be monitored by the Agency. Unless otherwise stated in a specific contract, in the event of non-compliance with one or more of the 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 non 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 a specific contract as well as the Framework Contract.

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

4.3 Standard methodology for building and maintaining an IT infrastructure

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

- Analyse the documentation that will result from the software/application development phase provided by the Agency.
- Complete, with the support of the Agency, the technical documentation, if needed.
- Carry out the assurance of compatibility with applications and service levels required.
- Develop documentation of the new infrastructure.
- Implement the new infrastructure.
- Provide the proper BC/DR solution (secondary site).
- Carry out internal testing and finalise the documentation of operations.
- Carry out security testing and documentation.
- Define internal operating procedures and deliver the relevant documentation to the Agency.
- Establish the requested connections to public internet and to the Agency and/or the premises of the Agency's contractor for software development products.
- Arrange registration of the needed domain names.
- Migration/provision of applications.
- Test infrastructure applications and provide documentation to the Agency.
- Official acceptance, which shall be conducted by the Agency.
- End-to-end tuning of the entire hosted infrastructure.
- Provision of the agreed maintenance and supports services.
- Establishment of the requested security standards, service level agreements (SLAs), etc.

All tenderers should comply with this list of activities and their order of execution when answering to a specific request for service.

4.4 Critical factors for the provision of IT hosting services

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

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

c) Security policies

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

- prevent misuse of the information processing facilities and systems;
- control and regulate the access to the information assets of the Agency, carried out by the Contractor's staff as part of the activities under the contracts for outsourcing;
- should never access or grant access to data stored in the system, especially data stored in database or specific locations which will be communicated by the Agency;
- should never take any action which may allow the capture of data from/to the Agency's systems and any third party and which may infringe any local and/or EU Data Protection law;
- ensure compliance with security policies set by the Agency, ensuring the dissemination of the principles to all staff who interacts with the information system;
- ensure the availability of information, facilities and systems of information processing;
- produce and maintain plans for the continuity of services provided under contracts resulting from the procedure, and submit these plans to periodic testing;
- have in place all necessary actions to reduce risks related to the following threats:
 - breaches of security due to poor organisation;
 - accidents and malfunctions of computer systems;
 - unauthorised use or misuse of equipment, information processing systems, system utilities or applications and unauthorized removal of objects;
 - unauthorised access to information or systems;
 - injection of malicious code, worms, trojans, and generally any type of computer virus;
 - inappropriate or non-conforming users;
 - any type of attack from the internet;
 - malicious use of the infrastructure or application by the supplier's staff in order to cause damage to third parties.
- collect reports and formalise timely reports on all breaches of security, actual or alleged, and where required, provide support for the conduct of investigations;
- achieve and maintain updates according to the needs of the Agency, with the involvement of contractors, procedures in support of security policy, including:
 - classification and control of assets;
 - protection of natural resources;
 - logical security of information;
 - management of removable media;
 - back-up information;
 - management of accidents and malfunctions related to security;
 - check for viruses and spam;
 - ensuring continuity of services, in compliance with contractual service levels;
 - periodic review of the validity and effectiveness of countermeasures taken in time, by defining appropriate metrics and implementation of monitoring and control.

4.5 Documentation and reporting

Except where the specific contracts provide 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.

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

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

- After the signature of a specific contract and before initiating the design phase:
 - project initiation request/proposal;
 - kick-off meeting at the premises of the Agency;
 - project stakeholder matrix;
 - subcontracting management plan.
- During the design phase for a specific contract and before starting the detailed analysis:
 - kick-off meeting with the application owner(s), business experts, IT Team representatives and other relevant parties (consultants, stakeholders, etc.).
- During the detailed analysis for a specific contract and before starting implementation:
 - Project Work Plan & Resource Plan;
 - design of IT architecture (“Design Plan”)
 - integration with existing hosted infrastructure (“Integration Plan”)
 - testing plan
 - transition to Production Plan also known as “Deployment Plan”;
 - provision of support services (“Issue Management Plan”).
- Throughout the implementation of a specific contract, where and when needed, with the aim to monitor and control:
 - a monthly report which shall include: a summary of the activities, the actual values of the quality indicators (as calculated by the Contractor) and compared with the Service Level Agreement (SLA) for the relevant specific contract, the risks identified, the problems encountered and the corrective measures proposed and undertaken and an analytical billing report. This report, with complete and accurate information at the end of the previous month, must be delivered no later than the 10th day of the current month. The content and layout requirements of the report may evolve to better suit the Agency’s needs. This evolution will be handled in collaboration with the Contractor;
 - a document showing the implementation of best practices as foreseen in the standards.
- At the end of a specific contract:
 - Post Project Review meeting at the premises of the Agency;
 - Post Project Review.

Annual activity report

A succinct annual activity report on all the work carried out by the selected Contractor in performance of the Framework Contract must be produced. The language of the report shall be English.

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 send the Agency one copy of the report by electronic mail and 2 (two) paper copies within 30 days following the end of the reference period.

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.

5. PARTICIPATION IN THE CALL FOR TENDER

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

Pursuant to Article 119 of the Financial Regulation⁵, the participation is also open to all natural and legal persons from non-EU countries that have a ratified agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. The Agency can therefore accept offers from and sign contracts with tenderers from 34 countries, namely: the 28 EU Member States, 3 European Economic Area (EEA) Countries (Lichtenstein, Norway, Iceland) and 3 Stabilisation and Associations Agreements (SAA) Countries (the Former Yugoslav Republic of Macedonia, Albania and Montenegro). The Agency's procurement procedures are not open to tenderers from countries covered by the Agreement on Government Procurement (GPA).

6. VARIANTS

No variants are permitted.

7. DURATION AND SIZE OF THE CONTRACT

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

The maximum budget available for the total duration of the Framework Contract (four (4) years) shall be EUR 3,000,000.00.

The estimated date for signature of the Framework Contract is October 2013.

8. DOCUMENTS AVAILABLE TO THE TENDERER

- Contract notice published in the Official Journal of the European Union (OJ EU) S 146 on 30.07.2013.
- Call for Tender documents and annexes.
- Other documents, as mentioned in these tender specifications.

9. CONTRACTUAL FRAMEWORK

9.1 Type of contract

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

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

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

The draft Framework Contract is attached as Annex III to this invitation to tender. Signature of the Framework Contract does not commit the Agency to placing orders and does not give the 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 Contractor having the right to any compensation.

9.2 Ordering procedure

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

- The Agency initiates the order process by issuing a request for services to the Contractor.
- The Contractor shall submit a proposal within five (5) working days.
- If the requested services are included in the financial proposal and/or in the financial offer and/or in the detailed official price list, then the price/s for these services shall, with no exception, be equal or lower than the price/s in the financial proposal and/or in the financial offer and/or in the detailed official price list. Special discount can be applied.
- Should the requested services include products and/or services which are essential for the performance of the specific contract (for example a fully working system), but which are not listed in the financial proposal and/or in the financial offer and/or in the detailed official price list, these shall be indicated as **OUT OF PRICE LIST** by the Contractor. In addition, the Contractor shall submit an offer related exclusively to the OUT OF PRICE LIST products and/or services. Shall the Agency accept the offer, the ordering process will continue on the basis of the proposal which includes the offer.
- Should the Contractor require essential information (technical, environmental, etc.) to be able to prepare the proposal, he shall send an information request to the Agency. The deadline for the submission of the proposal will be suspended until the Agency provides a reply.
- Within five (5) working days following the receipt of the proposal the Agency shall:
 - Ask the Contractor to modify the proposal within the deadline set by the Agency or
 - Accept the proposal or
 - Reject the proposal.
- If the Agency accepts the proposal, within five (5) working days, the Agency shall send to the Contractor the specific contract based on the accepted proposal.
- Performance of the tasks starts from the date on which the specific contract is signed by the last contracting party.

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

The selected Contractor must work in close and regular cooperation with the responsible units within the Agency. The selected Contractor and his experts work under their own

capacity and responsibility and do not represent the Agency. The selected Contractor's staff works under the instructions of the selected Contractor.

9.3 Subcontracting

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

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

10. CONTRACTORS' OBLIGATIONS

10.1 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/EC⁶ 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.

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

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Framework Contract and specific contracts, 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 Framework Contract being entered into force.

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

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

⁶ 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.

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

10.3 General security requirements

The selected Contractor shall comply with the security requirements derived from the EU legislation applicable at the time of the execution of the Framework Contract. In particular, the Agency is subject to the provisions of Regulation (EC) No. 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data,⁷ implemented at the Agency by Director Decision 2001-027 of 19 December 2011.

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

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

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

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

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

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

Should the selected Contractor, during the performance of the services which are the subject of the Framework Contract, need remote access to Agency's internal IT resources from the external domain, he shall be requested to comply with the Agency's internal rules on practical and technical security for remote intervention. For this purpose the selected 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 selected Contractor that his staff undergoes a security clearance. This may apply to any specific contract.

⁷ OJ L 8/1, 12.1.2001

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

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

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

11. PLACE OF PERFORMANCE OF THE SERVICES AND WORKING HOURS

11.1 Place of work

The principle place of performance of the Framework Contract shall be at the Contractor's premises (working inside the country - WIC).

In cases, where the performance of a specific contract shall take place outside the country where the Contractor's premises are located, this shall be considered as working outside the country – WOC.

11.2 Meetings

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

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

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

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

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

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

11.3 Normal working time of the Agency

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

For each specific contract the Contractor shall define in the Service Level Agreement a formal agreement with the Agency on their working hours at the Agency's premises.

In a specific contract, the Agency may require that some services are provided by the Contractor also outside the normal working days (i.e. Saturdays, Sundays, Agency's holidays⁸), or normal working hours (i.e. between 20:00 and 8:00), in which case the Contractor shall be entitled to a 50 % bonus for the quantity of man days performed in such a manner. This shall apply to both WIC and WOC.

12. LANGUAGE

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

13. PAYMENT METHODS

Except where the specific contracts provides for otherwise, provisions related to payment are laid down in the draft Framework 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 and against invoice(s), in line with the payment schedule described in the relevant specific contract.

14. PRICES

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

⁸http://www.acer.europa.eu/Official_documents/Acts_of_the_Agency/Directors%20decision/Director%20Decision%202012-33.pdf

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

- No expenses incurred within the framework of the preparation of the offer will be reimbursed.

15. SUBMISSION OF OFFERS

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

The tenderer's offer should include:

- A. The declaration of honour on exclusion criteria and absence of conflict of interest listed under point 19 of these tender specifications (model provided in Annex I.E to these tender specifications), fully completed and signed and dated by the tenderer.
- B. All the documents relating to the selection criteria listed under point 20 of these tender specifications.
- C. The technical tender, as described under point 16 to of these tender specifications.
- D. The proposal for the case study as described in Annex I.B to these tender specifications which should be limited to maximum 50 pages A4.
- E. The financial proposal for the case study as described in Annex I.B to these tender specifications, signed and dated by the tenderer.
- F. The financial offer based on the model in Annex II to the invitation to tender, duly filled in, signed and dated by the tenderer.
- G. A detailed official price list of all the services the tenderer offers as described under point 18 of these tender specifications signed and dated by the tenderer.

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 points 19 and 20 of these tender specifications.

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

The working language of the Agency is English.

16. TECHNICAL TENDER

Tenderers should include in their offer a technical tender detailing how they intend to perform the tasks covered by the Framework Contract, in compliance with all the requirements of these tender specifications. In particular, the technical tender shall contain the information described below and shall not exceed 40 pages A4 format in total. Offers that fail to comply with this requirement may be rejected.

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

16.1 Infrastructure

- Power distribution scheme (available power, UPS, autonomy, redundancy of equipment and suppliers, provision of 3ph and 2ph power, etc.).
- Air conditioning (cooling) scheme (available capacity, technology used, redundancy, etc.).
- Network connectivity scheme, depicting how the facility interconnects with the main national and European telecommunications operators and providers (redundancy of operators, variety of bandwidth options, guaranteed availability and performance,...), including the Service Level Agreements (SLAs) that the tenderer has in place with the telecommunications provider(s) to guarantee connection uptime.
- Description of physical location(s) (including appropriate maps, travel instructions, addresses) and the confirmation that appropriate measures were taken to manage the associated risks (earthquake, flood, etc.).
- Available datacentre space and specific options that could be used (cages, private rooms, facilities to store, unpack, setup and test equipment).

16.2 Technical capacity

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

16.3 Performance

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

16.4 Security

- Description of physical security (fire and flood protection measures, unauthorised access, policies, etc.).
- Description of technical security (surveillance, monitoring, technical security measures).
- Tenderer's internal network security protection measures and policies (IPS, IDS).
- Description of redundancy of all datacentre infrastructure, including physical location, outside network connections, cooling system and power system.
- Descriptions of malware protection policies and available support.
- High Availability options for hosted equipment (replacement of faulty equipment).
- Business Continuity options for hosted equipment (redundancy of all equipment).
- Disaster Recovery options for hosted equipment (secondary site).

- Description of backup options for hosted equipment (supported backup solutions, protection of backup media, off-site storage of backup media).
- Description of alerts and notifications (monitoring systems).
- Description of test plans and procedures to check resilience of the tenderer's datacenter.
- Description of data security (policies, rules, implementations, data vulnerability and penetration tests, etc.).
- Description of a process for ensuring that only authorised persons are given access to the Agency's ICT infrastructure and that all accesses are logged and records kept for at least 12 months.

16.5 Software

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

16.6 Support Services

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

16.7 Project Management

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

16.8 Provision of BC/DR services

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

The BC/DR services shall guarantee that unless otherwise stated in a specific contract, in the event of a complete system failure⁹ lasting more than twenty-four (24) hours from the time it is notified by any means of communication to the Contractor, or in the event of intermittent failures lasting more than forty-eight (48) hours for any reason whatsoever regardless of the total duration of the failures, the Contractor shall, upon a duly substantiated request, make available to the Agency, within twenty-four (24) hours, an equivalent system or the necessary hardware and software (including necessary infrastructure) enabling the Agency to run its applications in the interim period. The cost of such equivalent material shall be borne by the Contractor. The Agency will periodically test the Contractor's ability to fulfil the obligations deriving from this paragraph.

The tenderer shall confirm the availability of properly equipped, secured and connected secondary site.

The tenderer shall provide a draft plan (maximum 10 pages A4 format) on how it plans to ensure that the requirements stated above are met. The proposed plan should consider replication of all hosted data, applications and configurations to a remote location controlled and operated by the tenderer. The proposed plan should also consider the provision of warm secondary site for BC/DR purposes effectively duplicating all the equipment. The plan should be as independent of particular vendors and configurations as possible.

17. CASE STUDY

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

18. DETAILED OFFICIAL PRICE LIST FOR SERVICES

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

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

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

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

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

⁹ *Complete system failure* for the purpose of this tender means that the hosted equipment or part of the hosted equipment becomes unavailable or non-functional or unsecure to the extent that it cannot be used by the Agency to run its applications, or that the performance of the hosted equipment or the quality of services provided for by the hosted equipment degrade to the extent that the hosted equipment cannot be used by the Agency to run its applications.

19. EXCLUSION CRITERIA

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

Exclusion from participation

Tenderers will be excluded from participating in this procurement procedure if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of res judicata;
- c) they have been guilty of grave professional misconduct proven by any means which the Contracting authority can justify including by decisions of the European Investment Bank and international organisations;
- d) they are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established, or those of the country of the Contracting authority or 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, money laundering or any other illegal activity, where such activity is detrimental to the European Union's financial interests;
- f) they are a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach

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.E 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 Contracting Authority and prior to the signature of the Contract, the following evidence in support of their declarations:

The Contracting Authority will accept as satisfactory evidence that the tenderer is not in one of the situations described in points (a), (b) and (e) above, a recent extract from the judicial record (issued less than 90 days prior to the deadline for the submission of the tender) or, failing this, a recent equivalent document (issued less than 90 days prior to the deadline for the submission of the tender), issued by a judicial or administrative authority in the country of origin or provenance, showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer. The Contracting Authority will accept, as satisfactory evidence that the 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 the submission of the tender) issued by the competent authority of the state concerned. The document must provide evidence covering all

taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

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 sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in the country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the Contracting Authority.

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

Exclusion from award of contracts

The Framework 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, emotional life, or any other shared interest.

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

Tenderers are 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 and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, or has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to the award of the Contract;
- that they will inform the Contracting Authority without delay of any situation considered 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 Contracting 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.E to these tender specifications.

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

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

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

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

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

20. 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 Framework 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 has with them. He must in this case prove to the awarding authority that he 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 with their tender the following information and documents, accompanied by the reference tables shown in Annex I.C to these tender specifications:

20.1 Professional capacity

For natural and legal persons:

- Duly completed and signed form “Identification of the tenderer” (see Annex I.D to these tender specifications);

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

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

20.2 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.

20.3 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 two years.
- Evidence of the certifications held in the field of information security management, service management, quality management, environmental management and other relevant certifications for providing hosting services, i.e. ISO/IEC 27001 or equivalent certification in the field of datacentre operations is required.
- Experience of the tenderer in the business domain (hosting), including the number of years of activity in the domain.
- Details of at least two major contracts implemented by the tenderer during the last three years. The tenderer's references must be relevant to these tender specifications; 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 400,000.00** in 2011 and 2012. The following information has to be provided: number of

customers; a brief description of services undertaken, total financial volume of the contracts upon initial signature, total financial volume of the contracts effectively delivered (i.e. total amount effectively invoiced to the customers) during the complete duration of the contracts.

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

For those 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 the tenderer intends to apply on the tasks to be carried out by (each of) the subcontractor(s);
- A letter of intent by (each of) the subcontractor(s) stating its unambiguous undertaking to collaborate with the tenderer if he wins the Contract and the extent of the resources that it will put at the tenderer's disposal for the performance of the Framework 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 those tenders submitted by a consortium or grouping of service providers, the tender must contain:

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

21. AWARD CRITERIA

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

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

Tenders scoring less than 60 overall points or less than 60% 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	Threshold
1.	Technical tender		
1.1.	Quality, availability, efficiency, flexibility, reliability and capacity of the datacentre in terms of Infrastructure, Security, Software and Technical Capacity (i.e. fire and flooding protections measures, assurance, completeness and effectiveness of measures and policies for access control of the premises and the racks/cages/rooms, space available, redundancy of electric power; cooling systems capacity, redundancy of network operators, redundancy and guaranteed availability, security of networking equipment, scalability and flexibility of the equipment; policies, rules and implementations for security in terms of data loss prevention and fraud and forgery, areas of coverage, frequency; certifications for company-wide data centre including the facilities used at the main and secondary location of the infrastructure, capacity to provide a wide range of hosting regimes and options).	30	18
1.2.	Quality, availability, efficiency, flexibility and reliability of the offered performance (i.e. 24x7 service desk quality, network connectivity, technology options for connecting, variety of bandwidth options, variety of performance options).	10	6
1.3.	Quality, availability, efficiency, flexibility, reliability and capacity of Support services and Project Management (i.e. capacity to provide a wide range of support services, quality of Project Management, reporting and monitoring).	10	6
1.4.	Quality, completeness, feasibility and consistency of the plan for meeting BC/DR requirements.	10	6
1.5.	<u>Detailed official price list</u> : relevance, variety and quality of technologies and products offered and flexibility, usability and suitability of equipment and hosting services offered.	10	6
2.	Case study Understanding the overall objective of the case study, consistency, quality and completeness of the services offered.	30	18
	TOTAL	100	60

21.2 Price, with weighting for price: 35%

In order to evaluate the offers, the Agency will use the total all inclusive price, based on the financial proposal submitted by the tenderer, as described in point 15.E of tender specifications.

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

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

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

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

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

In addition to the financial proposal submitted by the tenderer, which shall include all services described in Annex I.B to these tender specifications, the tenderer shall provide a financial offer based on the model in Annex II to the invitation to tender and a detailed official price list for all the services the tenderer offers as described under point 18 of these tender specifications.

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

21.3 Final evaluation

The formula to calculate economically the most advantageous offer is:

Final score for tender X =	cheapest total all inclusive price for the case study	* 35 +	total technical quality of tenderer X	* 65
	total all inclusive price for the case study of tender X		100	

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