



**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL INFORMATICS

Directorate R - Resources and Logistics  
**Procurement and Contracts**

**European Commission**

**Call for tenders DIGIT/R3/PO/2016/020**

**Data Centre Compute Solutions (DCCS)**

**Lot 1**

**Tendering Specifications**

Date: 05/04/2017

Version: 35.0

## TABLE OF CONTENTS

<b>1. SUMMARY .....</b>	<b>4</b>
<b>2. INFORMATION ON PARTICIPATION .....</b>	<b>6</b>
2.1. Participation.....	6
2.2. Identification of the tenderers .....	6
2.3. Collaboration with other entities.....	7
2.3.1. Joint offers .....	7
2.3.2. Subcontracting .....	7
2.3.2.1. Types of subcontractors .....	8
2.3.2.2. Subcontractors suggested in the offer .....	8
2.3.2.3. Subcontractors suggested during the lifetime of the Framework Contract .....	8
2.3.2.4. Consequences .....	9
2.4. Structure of the offer.....	9
2.5. Submission of tenders.....	9
<b>3. DESCRIPTION OF SERVICES AND SUPPLIES COVERED BY THE CALL FOR TENDERS FOR LOT 1.....</b>	<b>9</b>
3.1. Background.....	9
3.2. Purpose .....	10
3.3. Procurement procedure.....	10
3.4. Scope of this Lot.....	10
3.4.1. Servers .....	10
3.4.2. Variations of the proposed models .....	11
3.4.3. Associated equipment .....	11
3.4.4. Upgrade kits.....	11
3.4.5. Associated services .....	11
3.4.5.1. Manufacturer Guarantee .....	11
3.4.5.2. Extended Guarantee .....	12
3.4.5.3. Professional services.....	12
3.4.5.4. Moves .....	13
3.4.5.5. Non-Returnable Disk service.....	13
3.4.5.6. Disk sanitization .....	13
3.5. Pricing methodology.....	13
3.5.1. Pricing of the servers .....	14
3.5.2. Pricing for leasing.....	14
3.5.3. Pricing of the associated equipment (internal and external components) .....	15
3.5.4. Pricing of the upgrade kits .....	16
3.5.5. Pricing of the associated services .....	16
3.5.5.1. Pricing of the Extended Guarantee .....	16
3.5.5.2. Pricing of the professional services and 24 hours on-call.....	16
3.5.5.3. Pricing for moves of servers .....	17
3.5.5.4. Energy costs.....	17
3.5.5.5. Pricing of the Non-Returnable disk .....	17
3.5.5.6. Pricing of disk sanitization .....	17
3.6. Price revisions.....	17
<b>4. TENDERING PROCESS AND ASSESSMENT .....</b>	<b>17</b>
4.1. Verification of Cover Letter .....	18
4.2. Verification of non-exclusion .....	18

4.3. Selection criteria .....	18
4.3.1. Declaration and evidence.....	18
4.3.2. Economic and financial capacity criteria and evidence .....	19
4.3.3. Technical and professional capacity criteria and evidence .....	19
4.4. Evaluation of tenders .....	20
4.4.1. Financial Evaluation .....	20
4.4.2. Verification of compliance with the minimum technical requirements .....	21
4.4.3. Verification of compliance with exclusion and selection criteria .....	21
4.5. Award .....	21
<b>5. FRAMEWORK CONTRACT GOVERNANCE .....</b>	<b>22</b>
5.1. Nature of the contractual relationship resulting from the award of the Framework Contract.....	22
5.2. Duration .....	22
5.3. Places of delivery.....	22
5.4. Volume .....	24
5.4.1. Volume of servers.....	25
5.4.2. Volume of associated equipment .....	25
5.4.3. Volume of upgrade kits .....	25
5.4.4. Volume of associated services .....	25
5.4.4.1. Volume of Extended Guarantee.....	25
5.4.4.2. Volume of professional services .....	26
5.4.4.3. Volume of moves.....	26
5.5. Compliance with applicable law.....	27
5.6. Participation of other EU institutions, executive agencies, agencies and bodies.....	27
5.7. Minimum Technical Requirements and Service Level Requirements .....	29
5.8. Variants.....	29
<b>6. RELATIONSHIP GOVERNANCE.....</b>	<b>29</b>
6.1. Code of Conduct .....	29
6.2. Electronic exchange of documents .....	30
6.3. Data Protection .....	31
6.4. Security assessment and clearance .....	31
6.5. Access cards for Contractor's staff.....	32
6.6. Audits .....	32
6.7. Product names and trademarks .....	32
6.8. Technical Extensions of Services .....	32
6.9. EMAS compliance.....	32
6.10. Equal opportunities .....	33
6.11. Languages.....	33
6.12. Parking places at the buildings of ordering bodies .....	33
<b>7. OUTCOME OF THE CALL FOR TENDERS .....</b>	<b>33</b>
7.1. Validity of tenders submitted under the call for tenders .....	33
7.2. Notification of results .....	33
7.3. Signing of the Framework Contract and publishing of the award notice.....	34
7.4. Optional debriefing meetings.....	34
<b>8. LIST OF ANNEXES.....</b>	<b>35</b>

## DISCLAIMER

Whenever this document or any of its annexes mentions a specific product name or trademark and a sufficiently precise and fully intelligible description is not possible, such mention should be understood as referring to that product **or its equivalent**.

### 1. SUMMARY

Awarding authorities	<p>The European Commission, hereafter referred to as the “<b>Commission</b>” and the participating EU Institutions, Executive Agencies, Agencies and/or other Bodies, and any other institution, agency or body that will be created on the basis of the Treaties or secondary Union law within the duration of the Framework Contract, provided that the volume of the Framework Contract earmarked for the institution, agency or body does not exceed 10% of the total volume of the Framework Contract. All of them are referred to as the “<b>EU Institutions</b>” or “<b>EUIs</b>”.</p> <p>See Section 5.6 for detailed information.</p>
Purpose	<p>The purpose of this call for tenders is the conclusion of a new framework contract for general purpose compute solutions, i.e. the purchase and leasing of x86 server systems, its Extended Guarantee, the associated equipment (options and extensions), upgrades and associated services.</p>
Lots	<p>This call for tenders is divided into 2 lots:</p> <p><b>Lot 1: "General Purpose Compute Solutions"</b></p> <p><b>Lot 2: "Special Purpose Compute Solutions"</b></p> <p><b>This document only concerns the Tendering Specifications for Lot 1.</b></p>

Volume (indicative)	<p>For the indicative volume of the Framework Contract, please see Section 5.4 below.</p> <p><b>This information on volumes is merely indicative. The total value of the Framework Contract will ultimately depend on the orders which the EU Institutions will place through Specific Contracts or Order Forms.</b></p> <p>The Commission may exercise the option to increase the estimated amount of the Framework Contract at a later stage via negotiated procedure in accordance with Art. 134 (1) (f) of the Commission delegated Regulation (EU) No. 2015/2462 of 30 October 2015 amending Delegated Regulation (EU) No. 1268/2012 on the rules of application of Regulation (EU, Euratom) No. 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.</p> <p>The extent of possible new services can be estimated at a maximum increase of 100% of the contract value that will be published in the contract award notice of the present procurement procedure. The new services will be awarded through a negotiated procedure with the successful tenderer, launched at the latest during the three (3) years following signature of the Framework Contract of the current procedure. Such a negotiated procedure shall only be launched in case the consumption would exceed the initial contract value for the maximum foreseen contract duration, due to unforeseen needs and/or needs of newly created EU Institutions.</p>
Contracts	<p>The Commission, acting on behalf of all participating EU Institutions, will sign a single Framework Contract under Lot 1 with the successful tenderer. A draft framework contract is included as Annex 5 to the Tendering Specifications.</p>
Submission of offers	<p>Each tenderer can only submit <u>one</u> offer for Lot 1. All tenderers are free to participate in one or several lots.</p> <p>Offers submitted for Lot 1 must be comprehensive in their entirety.</p>
Duration of the Framework Contract	<p><b>LOT 1:</b></p> <p>The maximum possible duration of the Framework Contract will be:</p> <ul style="list-style-type: none"> <li>• for <i>acquisitions</i> of servers and associated equipment: four (4) years;</li> <li>• for <i>leasing</i> of servers and associated equipment: nine (9) years;</li> <li>• for <i>extended guarantee, upgrades and associated services</i>: nine (9) years.</li> </ul>
Places of delivery	<p>The main places of delivery for the resulting Framework Contract are the seats of participating EU Institutions in Europe (see Table 6 below).</p> <p>In the course of the Framework Contract, main and other places of delivery may be subject to change.</p>
Variants	<p>Not permitted.</p>
Joint offers	<p>Permitted.</p>

Subcontracting	<p>Subcontracting is permitted to subcontractors proposed in the offers submitted in reply to the call for tenders.</p> <p>However, additional levels of subcontracting (e.g. subcontracting of subcontracts to other than individual freelancers) are not allowed during the execution of the Framework Contract, unless a prior written authorisation has been granted by the Commission. For subcontracting by subcontractors to individual freelancers no prior written authorisation will be needed.</p> <p>The conditions are laid down in Section 2.3.2.</p>
----------------	---

## 2. INFORMATION ON PARTICIPATION

### 2.1. Participation

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

It is also open to all natural and legal persons established in a third country which has a special agreement with the European Union in the field of public procurement in accordance with the conditions laid down in that agreement.

Where the plurilateral Agreement on Government Procurement concluded within the World Trade Organisation applies, the participation to this procedure is also open to all natural and legal persons established in the countries that have ratified this Agreement, in accordance with the conditions it lays down.

### 2.2. Identification of the tenderers

The tender must include a cover letter, using the template of Annex 1 to the Tendering Specifications. The cover letter must present the name of the tenderer (including all members in case of a joint offer) and identified subcontractors if applicable, and the contacts of the single contact person and group leader (if applicable) in relation to this tender.

In case of a sole tenderer, the cover letter must be signed by the person(s) empowered to represent the tenderer and entitled to sign the Framework Contract in case the offer is successful.

In case of a joint tender, the cover letter must be signed by (a) duly authorised representative(s) of the tendering group.

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

In order to prove their legal capacity and their status, all tenderers (and in case of joint offer – each member of the consortium/tendering group) must provide filled-in and signed Legal Entity Forms. This shall be accompanied by copies of official supporting documents which demonstrate the person's authority to represent the legal entity in signing contracts (together or alone) on behalf of the legal entity (e.g. register(s) of companies, official gazette, VAT registration, copy of publication of appointment if legislation applicable to the legal entity so requires, etc.). Templates of the Legal Entity Forms are available at: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

In case the cover letter is signed by (a) representative(s) whose representation power is not evidenced by the documents described above, the delegation of the authorisation to this/these representative(s) must be evidenced by appropriate written evidence (i.e. copy of the notice of

appointment of the persons authorised to represent the legal entity in signing contracts (together or alone) on behalf of the legal entity, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication or a power of attorney).

### **2.3. Collaboration with other entities**

Both joint offers and subcontracting are allowed in response to this call for tenders, as well as a combination of both approaches.

In any case, the file must specify very clearly whether each company involved in the offer is acting as a partner in a joint offer or as a subcontractor. This also applies where the various companies involved belong to the same group, or even where one is the parent company of the others. Annex 2 to the Tendering Specifications includes a Declaration on honour on exclusion and selection criteria, for this purpose (see Section 4.3.1).

#### *2.3.1. Joint offers*

A joint tender is a tender submitted by a group of legal entities ("consortium"/"tendering group"), regardless of the link they have between them.

Tenderers must appoint a single point of contact for the European Commission, who will be the group leader.

Nevertheless, partners in a joint offer assume joint and several liability towards the European Commission for the performance of the Framework Contract as a whole. Statements indicating otherwise (e.g. that one partner will be responsible for a certain part of the performance only) shall be considered to be null and void.

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

You should also be aware that, if you are awarded the Framework Contract, the Commission will require you to give a formal status to the proposed association before the Framework Contract is signed. This can take the form, at the choice of the successful tenderer, of one of the following:

- the signature by all the partners of an "Agreement/Power of Attorney", designating one of the companies of the group as leader and giving a mandate to it. The Commission will provide a template for this, along with the award decision.
- an entity with legal personality recognised by a Member State.

Depending on the choice made, the Commission may require additional Legal Entity Forms to be filled in and signed by the proposed association after the award decision, and prior to the signature of the Framework Contract.

#### *2.3.2. Subcontracting*

Subcontracting is the situation where a Framework Contract has been or is to be established between the Commission and a Contractor and where the Contractor or tenderer, in order to carry out that Framework Contract, enters into legal commitments with other entities for the performance of part of the Framework Contract. However, the Commission has no direct legal commitment with the subcontractor(s).

Subcontracting is allowed, provided the subcontractor complies with the exclusion criteria, and that there is no conflict of interest.

The tenderer shall mention the envisaged percentage of the Framework Contract which will be performed by the subcontractor(s).

Additional levels of subcontracting (e.g. subcontracting of subcontracts) are not allowed.

#### *2.3.2.1. Types of subcontractors*

Please note that freelancing qualifies as subcontracting.

The following subcontractors are considered as freelancers:

- individuals (self-employed natural persons who do not employ other IT service providers);
- service providers in one of the following situations:
  - sole proprietorships in which only one person (employee or not) is active in providing IT services;
  - companies in which only one person (employee or not) is active in providing IT services;
  - companies in which maximum two persons (employees or not) with family ties are active in providing IT services.

If your offer envisages subcontracting to freelancers, your file must include:

- a list of all freelancers;
- a letter of intent by each freelancer stating its intention to collaborate with you if you win the Framework Contract.

If your offer envisages subcontracting to subcontractors other than freelancers (“identified subcontractors”), your file must include:

- a document:
  - clearly identifying all identified subcontractors;
  - mentioning the reasons why you are envisaging subcontracting to identified subcontractors;
  - stating clearly the roles, activities and responsibilities of identified subcontractor(s);
  - specifying the volume / proportion for each identified subcontractor; and
- a letter of intent by each identified subcontractor stating its intention to collaborate with you if you win the Framework Contract.

#### *2.3.2.2. Subcontractors suggested in the offer*

Subcontracting to subcontractors which are proposed in the offers submitted in reply to the call for tenders which resulted in signature of the Framework Contract is considered as authorized by the Commission.

#### *2.3.2.3. Subcontractors suggested during the lifetime of the Framework Contract*

The provisions on changing or adding subcontractors during the performance of the Framework Contract, is detailed in Section I.18 and II.10 of the Draft Framework Contract (Annex 5 to the Tendering Specifications).



#### 2.3.2.4. Consequences

In case of subcontracting, the main Contractor retains full liability towards the European Commission for performance of the Framework Contract as a whole. Accordingly:

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

#### 2.4. Structure of the offer

All submitted tenders must be submitted in accordance with Annex III to the Invitation to Tender Letter.

Evidence in support of Annex 2 to the Tendering Specifications must be submitted only by the potentially successful tenderer(s), within one (1) month of the Commission's explicit request.

#### 2.5. Submission of tenders

The submission of tenders must be made following the instructions laid down in the Invitation to Tender letter, and its Annex III.

### 3. DESCRIPTION OF SERVICES AND SUPPLIES COVERED BY THE CALL FOR TENDERS FOR LOT 1

#### 3.1. Background

Today, most of the x86 servers in the European Commission are running either under VMWare Vsphere, Windows 2008 (R2) and 2012(R2) Operating System (Infrastructure, office automation, file/print and emails servers) or Red Hat Enterprise Linux (Application servers).

The majority of these servers are equipped with high-availability features (hardware redundancy up to clustering); internal or external storage, internal or external backup solution and additional software: system tools for backup, disk quota management, de-fragmentation and monitoring (remote/local), etc.

The current installed base of the Commission (not including any other EU Institutions) consists of around 1500 servers, in 7 categories, as shown in Table 1.

Category	Sockets/Cores	Main Usage
Blade Entry-Level	2/6	Infrastructure, small applications, specific needs (JRC)
Blade Mid-Range	4/8	Applications, file/print, email, consolidation, virtualisation
Entry-Level	2/6	Applications, file/print, email, consolidation

Entry-level Tower	2/6	Applications, file/print, email, consolidation.
Mid-Range	4/10	Applications, file/print, email, consolidation, virtualisation
High-End	8/10	Large database, consolidation, virtualisation

**Table 1 – Current server configurations**

### 3.2. Purpose

The purpose of this call for tenders is the conclusion of a new framework contract for general purpose compute solutions, i.e. the purchase and leasing of x86 server systems, its Extended Guarantee, the associated equipment (options and extensions), upgrades and associated services.

### 3.3. Procurement procedure

The procedure chosen is an open call for tenders, in conformity with Title V of the Financial Regulation/FR (Art.101 – Art.120) and its Rules of Application/RAP (Art.122 – Art.172).

This Lot will result into a single Framework Contract according to RAP Article 122(2).

### 3.4. Scope of this Lot

#### 3.4.1. Servers

The tenderer shall propose one model for each of the 5 server categories classified as:

- Standard 2 Sockets Blade Server
- Standard 2 Sockets Rackable Server
- Advanced 2 Sockets Rackable Server
- Standard 4 Sockets Rackable Server
- Advanced 4 Sockets Rackable Server

The required equipment will be specified in terms of 5 reference server configurations. The tenderers will be required to offer (provide, install and support) for all the configurations equipment from the same manufacturer. The configurations are defined based on the needs in terms of hardware (cores, memory, etc.) and software (management tools) minimum requirements as shown in Table 2.

Characteristics	Standard Blade Server	Standard 2 sockets Rackable server	Advanced 2 sockets Rackable server	Standard 4 sockets Rackable server	Advanced 4 sockets Rackable server
Number of Sockets	2	2	2	4	4
Number of CPU	2	2	2	4	4
Minimum number of physical cores/socket	10	10	20	10	20
Form Factor	-	2 RU	2 RU	4 RU	4 RU
Minimum amount of installed RAM	128 GB	128 GB	512 GB	512GB	1TB
Minimum number of 2.5 inches disks slots available	2	24	24	8	8

**Table 2 – Server reference configurations**

For each of the server categories, the tenderer shall propose one (1) model which must comply with the Minimum Technical Requirements as specified in Annex 3 to the Tendering Specifications.

#### 3.4.2. Variations of the proposed models

The Contractor shall supply, if requested, alternative configurations from those proposed in the initial offer. These may be based on different server models or variations of the 5 configurations proposed. The Contractor will have to demonstrate that the variation fulfils at minimum the quality standards of the proposed models available in the catalogue at the time of the request of the variant. Any price increase has to be duly justified by the Contractor (price/performance ratio, new hardware, new technical features, etc.).

#### 3.4.3. Associated equipment

The Contractor shall supply options and extensions associated to the servers. This equipment includes (but is not limited to) the following classes of products:

- Internal disks
- Memory
- Processors
- Server accessories

Over the lifetime of the Framework Contract, the price list will have to be updated regularly as described in Annex 4 to the Tendering Specifications.

#### 3.4.4. Upgrade kits

The tenderer shall also provide upgrade kits for the 5 configurations. The items contained in the 'Upgrade kits' table of Annex 6 to the Tendering Specifications are additional items (mainly hard disks, Host Bus Adapters) to be added to the server configuration at factory time or later, when the server is in production and requires an upgrade.

These items are listed in a table of Annex 6 to the Tendering Specifications.

The EUIs have the right to order the items in the upgrade kits as many times as free slots/dimms are available in the server.

For the purposes of the financial evaluation, only the 5 year Standard Extended Guarantee package will be considered for the upgrade kits.

#### 3.4.5. Associated services

The Contractor shall provide the following associated services:

##### 3.4.5.1. Manufacturer Guarantee

In derogation of Article 3.4 of the General Terms and Conditions for Information Technologies Contracts (Version 2.1, see Annex 8 to the Tendering Specifications), tenderers shall describe the guarantee provided by the manufacturer which is included in the price of the purchase. This manufacturer guarantee shall apply to all cases where EUIs decide to only purchase the product, without purchasing one of the additional Extended Guarantee levels (see Section 3.4.5.2, below). The description must contain:

- Duration

- Response Time
- Type of intervention (on-site, customer self-repair,...)
- Resolution Time (if applicable)
- Other (if applicable)

The tenderers will describe these aspects in detail in Annex 6 to the Tendering Specifications.

The EUIs have the right to switch from Manufacturer Guarantee to Extended Guarantee at any time. However, it can then only be ordered on a yearly basis (see Section 3.4.5.2), as it is not ordered in the same Order Form as the purchased equipment.

#### *3.4.5.2. Extended Guarantee*

The EUIs can purchase extensions of the guarantee. The Contractor will provide Extended Guarantee including the management of incidents, problems and changes during the Extended Guarantee period for the servers (hardware and software like management tools, firmware), the associated equipment and the upgrade kits purchased. The EUIs can choose between two levels:

- **Standard Extended Guarantee (Level 1):** This service includes the management of incidents, problems and changes during the Extended Guarantee period. The coverage hours of this service level is from 07.00 am to 08.00 pm.
- **Critical Extended Guarantee (Level 2):** This service includes the management of incidents, problems and changes during the Extended Guarantee period. The coverage hours of this service level is 24/7 (24 hours per day, 7 days per week).

Extended Guarantee can be ordered:

- In one Package, in the same Order Form as the purchased equipment, with a duration of five (5) years, either at standard or critical level; OR
- Separately, at any time during the operational lifetime of the server, independently from the time of acquisition, on a yearly basis, either at standard or critical level.

For the associated equipment (options and extensions) and the upgrade kits, the level will be equivalent to the level of the related server.

The terms of the service levels are set out in Annexes 4 and 5 to the Tendering Specifications.

The Contractor shall also provide, upon request, interventions outside of Normal Working Hours for a server covered by 'Standard' Extended Guarantee (per person-hour) (see Section 3.5.5.2, below).

#### *3.4.5.3. Professional services*

The Contractor shall provide professional services on time and means, quoted time and means and a fixed price basis.

The Framework Contract will cover the provision of the professional services required throughout the various phases of the lifetime of a server.

The following profiles will be required:

- Project Manager
- System Architect
- IT Engineer

The IT Engineer and System Architect will be required during Normal Working Hours as well as during Extended Working Hours. In addition, a 24 hours on-call service will be required for the IT Engineer and System Architect. The 24 hours on-call service will be payable per person-week.

The Project Manager profile will only be requested during Normal Working Hours.

For EEAS Delegations and EMA, these services are not foreseen.

#### *3.4.5.4. Moves*

Upon request of the EU Institution, the Contractor shall provide services for **relocating** the equipment supplied; within a same building, between two buildings, between different cities, etc. (see Annex 4 to the Tendering Specifications).

This service will be provided during Normal Working Hours as well as during Extended Working Hours.

For EEAS Delegations, this service is not foreseen.

#### *3.4.5.5. Non-Returnable Disk service*

The EUIs reserve the right **not to return** magnetic media (HDD or SSD) during the Manufacturer Guarantee or during the Extended Guarantee period.

#### *3.4.5.6. Disk sanitization*

The Contractor shall provide **sanitization** of equipment (secure erasing of data). The data stored on parts which are taken back for repair or replacement are handled with the required confidentiality (see Annex 4 to the Tendering Specifications).

### **3.5. Pricing methodology**

Tenderers are required to quote the prices for the goods and services within the scope of the present call for tenders using the Financial Questionnaire and Model (see Annex 6 to the Tendering Specifications). Changing this form in any way will lead to disqualification.

Information already provided by the European Commission in the aforementioned Financial Questionnaire and Model is not binding upon the EU Institutions; it is merely a simulation of the EUIs' estimated needs, based on a realistic scenario that allows a direct comparison of offers. The unit prices and all other inputs provided by the tenderers in the Financial Questionnaire and Model are binding and will be used for the calculation of prices for goods and services actually provided to the EU Institutions.

All prices must be quoted:

- in euros;
- free of all duties and taxes (in particular VAT), as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol of 8 April 1965 on the privileges and immunities of the European Union; annexed to the Treaty on the Functioning of the European Union and Article 151 of the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax;
- inclusive of all costs and expenses directly and indirectly associated with the goods and/or services to be supplied.

Each tenderer's financial quotation should be completely unambiguous and unconditional. Offers which contain statements preventing an accurate and complete comparison of the offers (e.g. "To

be discussed”, “Depending on x”, etc.) or referring to external circumstances (such as an already existing but separate contract) will be disqualified.

Please be aware of the implications of the price revision procedure, as elaborated in Section 3.6 below, and the draft Framework Contract.

Please read this section alongside Annex 6 to the Tendering Specifications. The Total Financial Evaluation amount, as will appear automatically in the 'Summary' tab, after filling in all sheets of Annex 7 to the Tendering Specifications, must be mentioned explicitly in the cover letter (Annex 1 to the Tendering Specifications).

#### *3.5.1. Pricing of the servers*

Tenderers are required to quote the prices for each of the 5 configurations, as per the separate tabs in Annex 6 to the Tendering Specifications.

The purchase price shall include delivery (hardware and software) and the default Manufacturer Guarantee, as defined in the SLR (Annex 4 to the Tendering Specifications). The licences for the management tools are included in the price of the server, and must therefore be renewed at no extra costs as long as the server is operational.

For the purposes of the financial evaluation, the 2 sockets blade proposed configuration pricing is calculated by dividing the enclosure price by the maximum number of blades that can be hosted into the proposed enclosure.

Installation must be quoted separately per server configuration tab, as installation may not always be required (Annex 6 to the Tendering Specifications).

Installations of servers, options and upgrades can be purchased at the time of purchase of the server (in the same Order Form), or at a later stage. If the installation is ordered later, this can be done one by one (one Order Form for one installation), or bundled through a Provisional Order Form.

#### *3.5.2. Pricing for leasing*

For leasing, the tenderers shall indicate the annual interest rate for different terms, ranging from 1 to 5 years following the table in Annex 6 to the Tendering Specifications.

The nominal interest per period (Ni) used in the formulas consists of the floating rate EURIBOR12 months and the fixed margin proposed by the tenderers. The formulas used are available in § 3.5 of the General Terms and Conditions for Information Technologies Contracts (see Annex 8 to the Tendering Specifications). The fixed margin rate offered by the winning tenderer shall be fixed and applicable for the whole duration of the Framework Contract and is independent from the duration of the leasing Order Form period. No revision is foreseen. The interest rates proposed by the tenderer must be given for leasing durations of 1, 2, 3, 4, 5 years.

The nominal interest rate is floating during the term of the Framework Contract (EURIBOR 12 months + fixed margin) but no revision of the rate is foreseen after signature of an Order Form for leasing, i.e. nominal interest rate is floating for Framework Contract, but fixed per Order Form.

In case of leasing, the residual value to be paid at the end of leasing by the EU Institutions to acquire the ownership of the leased equipment is based on percentages of present value to be given by the tenderers. These percentages may differ for the five possibilities of duration (1, 2, 3, 4 and 5 years). The residual value after 6 years is set at 0.

If the EU Institution decides not to use the buy-out option at the end of a leasing term in the OF, the equipment will be withdrawn by the Contractor at its own expense.

Please note that these interest rates, except for Extended Guarantee as described in the Financial Questionnaire and Model, shall be all inclusive. Therefore, among other financial and operational

costs, they shall cover insurance, transports, installation, assembly and dismantling costs where applicable.

Although not binding, leasing is usually signed for five (5) years and is paid quarterly at the beginning of each quarter.

In case of early cancellation of the leasing, the Contractor shall be entitled – in accordance with Articles 3.5.2 and 3.5.5 of the General Terms and Conditions for Information Technologies Contracts (see Annex 8 to the Tendering Specifications) – to the following payment:

- The difference between the outstanding amount at the time of cancellation and residual value at the time of cancellation (quoted by the tenderer in Annex 6 to the Tendering Specifications);
- Three (3) months of the interest on the outstanding amount i.e. the interest on the next quarter after the cancellation.

In case the EU Institution wishes to cancel the leasing and exercise the buy-out option before the initially agreed period, the Contractor will be entitled to:

- The outstanding amount at the time of cancellation;
- Three (3) months of the interest on the outstanding amount, i.e. the interest on the next quarter after the cancellation.

### *3.5.3. Pricing of the associated equipment (internal and external components)*

The tenderer shall provide a detailed price list covering all the available products for each of the classes listed above and for each of the 5 server configurations proposed, using Annex 6 to the Tendering Specifications. Tenderers are encouraged to list as many options as possible.

If associated equipment (both internal and external components) is ordered in the same Order Form as the server itself, there will be no separate installation fee for the associated equipment. The tenderers shall quote the installation prices for associated equipment, in case associated equipment is ordered at a later time, as follows:

Installation of **internal** components (including components that are internal to peripherals or extensions) can be bundled if they are ordered for the same site. By 'site', we refer to one unique location, which is covered by one single address. Usually, this will be in one and the same building, but depending on the EUI's infrastructure, it could also imply a neighbouring building which is part of the same premises. The tenderers shall quote:

- An installation price for component(s) to be installed at one (1) site, into one (1) server;
- An installation price for component(s) to be installed at one (1) site, into up to five (5) servers.

The EUI will apply the lowest price applicable to the situation (e.g. if components have to be installed at one site, into 3 servers, the EUI chooses the lowest price – either 3 times the price for installation into 1 server, or 1 time the installation into up to 5 servers).

The tenderers shall quote installation prices for each individual **external** component it proposes in the 'Options (external components)' tab.

Installations will be carried out during Normal Working Hours. The quoted installation fees must be all-inclusive in the sense that no additional service fees will be paid for the technician's travel time, or work time at the EUI's premises.

The level of Extended Guarantee (Standard or Critical) is equivalent to the level of the server (see Section 3.5.5.1).

#### *3.5.4. Pricing of the upgrade kits*

The tenderer shall also provide the pricing of all the upgrade kit components, for the 5 configurations.

The EUIs have the right to order the items in the upgrade kits as many times as there are free slots/dimms available in the server.

If an upgrade kit is ordered in the same Order Form as the server itself, there will be no separate installation fee for the upgrade kit. If an upgrade kit is ordered at a later time, the installation prices applying to internal components (see Section 3.5.3) will apply.

The level of Extended Guarantee (Standard or Critical) is equivalent to the level of the server (see Section 3.5.5.1).

#### *3.5.5. Pricing of the associated services*

##### *3.5.5.1. Pricing of the Extended Guarantee*

The tenderer shall quote its pricing as a **percentage value**, as follows:

- One percentage value for Standard Extended Guarantee Package of 5 years;
- One percentage value for Critical Extended Guarantee Package of 5 years;
- One percentage value for Standard Extended Guarantee service of 1 year;
- One percentage value for Critical Extended Guarantee service of 1 year.

These 4 percentages shall apply to all product items: the server components, the associated equipment (options – both internal and external components – and upgrades) and the upgrade kits. All items in one server will be covered by the same Extended Guarantee level (Standard or Critical) and type (1 year or 5 year package).

For example, if the server was purchased with a 5 year Standard Extended Guarantee package in September 2017, and an upgrade kit is added in July 2019, the price for the Standard Extended Guarantee of the upgrade kit will be calculated pro rata, i.e. 23 months elapsed and 37 out of 60 months remain, making the price of the Standard Extended Guarantee for the upgrade kit  $\frac{37}{60}$ <sup>th</sup> of the percentage that would apply to a 5 year package.

If Extended Guarantee is ordered in a 5 year package, in the same Order Form as the equipment, it will be invoiced and paid together, for the full amount.

If the equipment is leased, it is only possible to purchase Extended Guarantee on an annual basis.

The prices are all inclusive. No further cost may be added. No additional service fees can be charged.

Additional information on Manufacturer Guarantee and Extended Guarantee is provided in Annex 4 to the Tendering Specifications.

The prices must be quoted using the form in Annex 6 to the Tendering Specifications.

##### *3.5.5.2. Pricing of the professional services and 24 hours on-call*

The tenderer must quote:

- Price per person-day worked during Normal Working Hours for all profiles;
- Price per person-hour worked during Extended Working Hours for the IT Engineer and System Architect;
- Price per person-week for the 24 hours on-call for the IT Engineer and System Architect.



The intervention price for the 24 hours on-call service for the IT Engineer or System Architect is the price per person-hour worked during Normal Working Hours or Extended Working Hours.

The prices must be quoted using the form in Annex 6 to the Tendering Specifications.

Please be aware of Article 1.3.4 of the General Terms and Conditions for Information Technologies Contracts (see Annex 8 to the Tendering Specifications).

#### *3.5.5.3. Pricing for moves of servers*

The tenderers shall quote the price for moves for the proposed server configurations using the form in Annex 6 to the Tendering Specifications.

As regards the moves not defined in the price list, the Contractor will submit a quote for each request. The EU Institution has to agree on the quoted offer for the move to be carried out.

#### *3.5.5.4. Energy costs*

The energy costs will be taken into account in the financial evaluation, according to the EMAS principles.

The tenderer shall specify the energy consumption in Annex 6 to the Tendering Specifications. The price per kWh is set at 0.10 EUR.

The tenderer will be requested to demonstrate the accuracy of the consumption figures during the on-site verification visits of the 5 proposed server configurations.

#### *3.5.5.5. Pricing of the Non-Returnable disk*

The tenderer shall quote the price for the non-returnable magnetic media (HDD and SSD) using the form in Annex 6 to the Tendering Specifications.

#### *3.5.5.6. Pricing of disk sanitization*

The tenderer shall quote the price for both sanitizations (Limited Basic and Limited High) using the form in Annex 6 to the Tendering Specifications.

### **3.6. Price revisions**

The provisions on price revisions are available in Sections I.5.2 and II.19 of the Draft Framework Contract (Annex 5 to the Tendering Specifications).

## **4. TENDERING PROCESS AND ASSESSMENT**

The offers will be assessed by the evaluation committee of the European Commission, working under conditions of confidentiality. The evaluation is based upon the information provided in the offer, and upon on-site verification visits.

By submitting a tender, each tenderer is committing itself to providing the supplies and services in full compliance with the Tendering Specifications and its annexes. Minimum requirements concerning the supplies and services are specified in the annexes to the present Tendering Specifications (mainly, but not limited to Annexes 3 and 4). Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions, or reservations on the part of the tenderer.

The minimum requirements shall be observed throughout the entire Framework Contract's duration. Any new items introduced under the Framework Contract after its signature shall also comply with the Tendering Specifications.

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

#### **4.1. Verification of Cover Letter**

Each tenderer must duly fill in and sign the Cover Letter in Annex 1 to the Tendering Specifications, as per the instructions indicated therein.

#### **4.2. Verification of non-exclusion**

Tenderers shall submit the declaration on their honour, duly signed and dated, stating that they are not in one of the situations referred to in Articles 106 and 107 of the Financial Regulation or that it is in one of the cases referred to in point (a) of Article 106(7) of the same text (see Annex 2 to the Tendering Specifications).

If applicable, each member of the group, each identified subcontractor, and each company which has submitted a written undertaking to support the tenderer (freelancers not included) must provide a declaration on honour signed by an authorised representative.

The tenderer (sole tenderer, or each member of the tendering group in case of joint offers, and each identified subcontractor and entities on whose capacity the economic operator intends to rely) to whom the Framework Contract is to be awarded shall provide, within a time-limit defined by the Commission and preceding the signature of the Framework Contract, the evidence referred to in Article 141 of the Rules of Application of the Financial Regulation, confirming the declaration on their honour. Failure to provide part or all of the required evidence within this deadline will lead to the rejection of the tender.

The tenderers should be aware that the Early Detection and Exclusion System will be consulted.

#### **4.3. Selection criteria**

Tenderers will be selected if they can prove that they have sufficient economic and financial capacity, on the one hand, and sufficient technical and professional capacity, on the other hand.

If, in order to comply with any the above requirements, a tenderer wants to rely on the capacities of other entities, regardless of the legal nature of the links it has with them (e.g. subcontractors, companies within the same corporate structure, etc.) it must prove to the Contracting authority that it will have the resources necessary for performance of the Framework Contract at its disposal, by producing an undertaking on the part of those entities to place those resources at its disposal.

##### *4.3.1. Declaration and evidence*

The tenderers (and each member of the group in case of joint tender), each identified subcontractor and entities on whose capacity the economic operator intends to rely must provide the declaration on honour (see Annex 2 to the Tendering Specifications), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them individually, if relevant.

For the criteria applicable to the tenderer as a whole, the tenderer (sole tenderer or leader in case of a joint tender) must provide the declaration on honour stating that the tenderer (including all

members of the group and subcontractors, if applicable), fulfils the selection criteria for which a consolidated assessment will be carried out.

Tenderers are advised that where their proposal envisages the provision (in full or in part) of particular services by a particular consortium member or a particular subcontractor, the Contracting authority may ask for the respective evidence on compliance with the selection criteria to be submitted by that particular entity in case the Contracting authority decides that this is necessary for the duly and timely performance of the future orders. The Contracting authority may do so both during the tender evaluation stage, and during the Framework Contract performance stage.

In case these entities do not provide such evidence, the respective tender will be evaluated without taking their input into consideration, and they will be excluded from the Framework Contract signature process. Should this occur during the Framework Contract performance phase, on the other hand, the Contracting authority may decide not to award an order where participation of this entity is envisaged and the Contractor will be considered to be in breach of the respective KPI of the SLR.

This declaration is part of the declaration used for exclusion criteria (see Section 4.2), so only one declaration covering both aspects should be provided by each concerned entity.

The Commission will evaluate each tenderer's compliance with the selection criteria on the basis of the declarations on honour and the relevant supporting document requested in Section 4.3.3 below.

The tenderer (sole tenderer, or each member of the tendering group in case of joint offers, and each identified subcontractor and entities on whose capacity the economic operator intends to rely) to whom the Framework Contract is to be awarded shall provide, within a time-limit defined by the Commission and preceding the signature of the Framework Contract, the evidence required under Sections 4.3.2 and 4.3.3 below, confirming the declaration on their honour. Failure to provide part or all of the required evidence within this deadline will lead to the rejection of the tender.

#### *4.3.2. Economic and financial capacity criteria and evidence*

The tenderer must have the necessary economic and financial capacity to perform this Framework Contract until its end. In order to prove its capacity, the tenderer must comply with the following selection criterion:

**Criterion:** Economic operators must have a minimum yearly average overall turnover of EUR 5,000,000 for the last three (3) financial years. This criterion applies to the tenderer as a whole, i.e. the combined capacity of all members of a group in case of a joint tender.

**Evidence (to be provided upon request only):** Copy of the profit and loss accounts for the last three (3) years for which accounts have been closed from each concerned legal entity and a statement of the economic operator's overall turnover for the last three (3) financial years.

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

#### *4.3.3. Technical and professional capacity criteria and evidence*

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below. The evidence must be provided upon request only.

The tenderer must have the necessary capacity to perform this Framework Contract until its end, and will present documentation as to the following criteria:

- A minimum amount of four (4) Project Managers, eight (8) System Architects and twelve (12) IT Engineers in your organisation;
- Minimum of three (3) references to similar provisions of goods and services (nature, volume) provided in the past three (3) years (including information on the amounts, dates and recipients; and including statements issued by its clients).

**Evidence (to be provided upon request only):**

- Statement by the tenderer, declaring that it ensures that the tenderer will at all times during the performance of the Framework Contract employ at least (4) Project Managers, eight (8) System Architects and twelve (12) IT Engineers in its organisation.
- Statement by the tenderer, elaborating on the three (3) past or ongoing references, providing details, as well as a statement by the respective client(s).

#### **4.4. Evaluation of tenders**

##### **4.4.1. Financial Evaluation**

The result of the financial evaluation will be a price figure representing the total cost of the offer over the whole duration of the Framework Contract, including:

- The cost of acquisition of the total estimated volume of server configurations with installation (90%) and without installation (10%) assuming the split between purchase and leasing;
- The cost of acquisition (purchase and leasing) of the estimated volume of the associated equipment (30% of (the cost of acquisition + the cost of Extended Guarantee));
- The cost of the total volume of Extended Guarantee by assuming the split between Standard and Critical Extended Guarantee;
- The cost of the estimated volume of professional services;
- The cost of power consumption (in accordance with EMAS principles) estimated to power the entire volume of servers for the operational life of five (5) years. The cost of electrical power consumption will be calculated based on:
  - The power consumption [Watt] of the proposed configuration under idle load. The measurements are to be taken with all hardware components of the proposed configuration enabled and configured;
  - The reference price of electrical power per kWh;
- The cost of the non-returnable disks;
- The cost of the estimated Disk Sanitization (Limited Basic and Limited High) service;
- The costs of estimated moves;
- The cost of the estimated upgrade kits.

Tenderers must fill in the Financial Questionnaire and Model spreadsheet (Annex 6 to the Tendering Specifications). The model consists of inputs to be provided by the tenderers and indicative volumes or scenarios provided by the Commission. The model will provide a scenario to calculate the result of the financial evaluation, which is the total cost of the supplies and services over the total Framework Contract duration.

Please be aware of Article 151 of the Rules of Application of the Financial Regulation on abnormally low price offers.

The opening session will demonstrate which tenderer has the best price in the financial evaluation. Shortly after the opening of the tenders, the tenderer with the best price in the financial evaluation will be informed officially and will be given practical information on the on-site verification process for technical compliance (see Section 4.4.2 below).

#### 4.4.2. Verification of compliance with the minimum technical requirements

Tenderers have to fill in and sign a technical compliance statement (Annex 3 to the Tendering Specifications) that lists the technical compliance requirements that the Contractor needs to meet. Tenderers will fully and unconditionally accept the Tendering Specifications and its Annexes.

No technical evaluation will be carried out.

Only a compliance assessment will be carried out, in order to verify whether the minimum technical requirements of Annex 3 to the Tendering Specifications have been met, both on paper and on site. Hence, the objective of the technical compliance verification is twofold: (i) to validate that the tenderer's paper offer complies with all the minimum requirements of the requested configurations, and (ii) that its paper offer correctly represents the equipment that is tested on the tenderer's site.

The tenderer with the best price in the financial evaluation (see Section 4.4.1), will be invited to demonstrate all the proposed devices on-site at their premises and will be given two weeks' notice before the on-site visit.

The tenderer shall provide the technical staff to support the assessment. Sales staff shall not be allowed to participate. Consultation with the next level of support will be permitted if necessary during the demonstration.

The devices proposed in the offers must be available on the market at the time of the deadline for the submission of the offer. Prototypes will not be accepted.

At the end of the compliance assessment at the tenderer's premises, a protocol is signed by the tenderer and the Commission (Annex 7 to the Tendering Specifications).

Should the technical compliance not prove the equivalence between the paper offer and the proposed hardware, the offer will be excluded. The tenderer with the second best price in the financial evaluation (see Section 4.4.1) will then be invited – and so on, and so forth (cascade).

#### 4.4.3. Verification of compliance with exclusion and selection criteria

If a tenderer successfully passed the evaluations under 4.4.1 and 4.4.2 above, the Commission will request this tenderer to provide evidence of its statements in the declaration on honour on exclusion and selection criteria (Annex 2 to the Tendering Specifications). The evidence is described under Section 4.3.2 and 4.3.3 above.

### **4.5. Award**

The Framework Contract will be awarded on the basis of adjudication. The offers will thus be evaluated in the order as set out in Section 4.4, and in a cascade manner.

The tenderers will be notified of the award, as set out in Section 7.2.

## 5. FRAMEWORK CONTRACT GOVERNANCE

### 5.1. Nature of the contractual relationship resulting from the award of the Framework Contract

The contractual relationship between the European Commission and the successful tenderer will be governed by a single Framework Contract.

The Framework Contract involves no direct commitment and does not constitute orders *per se*. Instead, it lays down the legal, financial, technical and administrative provisions concerning the relationship between the European Commission and the Contractor during its period of validity.

Actual orders will be placed after the Framework Contract is signed and in force, through “Order Forms” or “Specific Contracts” concluded in performance of the Framework Contract.

When preparing their offers, tenderers should take full account of all provisions included in the procurement documents, as they will define and govern the contractual relationship to be established between the European Commission and the successful tenderer.

### 5.2. Duration

The maximum possible duration of the Framework Contract will be:

- *for acquisitions of servers and associated equipment*: four (4) years;
- *for leasing of servers and associated equipment*: nine (9) years;
- *for extended guarantee, upgrades and associated services*: nine (9) years;

Please note that a leasing for a new server cannot be started beyond the expiry date for acquisition of servers and associated equipment.

### 5.3. Places of delivery

The main places of delivery for the resulting Framework Contract are the seats of participating EU Institutions in Europe (see Table 6 below).

The indicative estimated distribution of deliveries of devices and services, over the duration of the Framework Contract, is shown below (expressed in number of servers per EUI). Please note that some EUIs are located in several locations, and may be subject to change. Only their main location is mentioned below.

EUROPEAN INSTITUTIONS - BODIES - AGENCIES		LOCATION	INDICATIVE VOLUME
ACER	Agency for the Cooperation of Energy Regulators	(SI) Ljubljana	28
BBI JU	Bio-based Industries Joint Undertaking	(BE) Brussels	2
CDT	Translation Centre for the Bodies of the European Union	(LU) Luxembourg	34
CEDEFOP	European Centre for the Development of Vocational Training	(GR) Thessaloniki	42
CEPOL	European Union Agency for Law Enforcement Training	(HU) Budapest	50

<b>EUROPEAN INSTITUTIONS - BODIES - AGENCIES</b>		<b>LOCATION</b>	<b>INDICATIVE VOLUME</b>
CHAFEA	Consumers, Health and Food Executive Agency	(LU) Luxembourg	7
CSJU	Clean Sky Joint Undertaking	(BE) Brussels	10
CURIA	Court of Justice	(LU) Luxembourg	153
EACEA	Education, Audiovisual and Culture Executive Agency	(BE) Brussels	18
EASA	European Aviation Safety Agency	(DE) Köln	40
EASME	Executive Agency for Small and Medium-sized Enterprises	(BE) Brussels	8
EASO	European Asylum Support Office	(MT) Valletta	56
EC	European Commission	(LU) Luxembourg	2581
ECA	European Court of Auditors	(LU) Luxembourg	23
ECDC	European Centre for Disease Prevention and Control	(SE) Stockholm	520
ECSEL Joint Undertaking	Electronic Components and Systems for European Leadership	(BE) Brussels	12
EDA	European Defence Agency	(BE) Brussels	90
EEA	European Environment Agency	(DK) Copenhagen	36
EEAS	European External Action Service	(BE) Brussels	600
EESC/ CoR	European Economic and Social Committee / Committee of Regions	(BE) Brussels	50
EFCA	European Fisheries Control Agency	(ES) Vigo	5
EFSA	European Food Safety Authority	(IT) Parma	128
EIGE	European Institute for Gender Equality	(LT) Vilnius	8
EIOPA	European Insurance and Occupational Pensions Authority	(DE) Frankfurt am Main	14
EMA	European Medicines Agency	(UK) London	170
EMCDDA	European Monitoring Centre for Drugs and Drug Addiction	(PT) Lisbon	12
EMSA	European Maritime Safety Agency	(PT) Lisbon	9
EP	European Parliament	(BE) Brussels, (LU) Luxembourg, (FR) Strasbourg	1148
ERA	European Union Agency for Railways	(FR) Valenciennes	230
ERCEA	European Research Council Executive Agency	(BE) Brussels	16
ESA	Euratom Supply Agency	(LU) Luxembourg	3
EUIPO	European Union Intellectual Property Office	(ES) Alicante	140

EUROPEAN INSTITUTIONS - BODIES - AGENCIES		LOCATION	INDICATIVE VOLUME
eu-LISA	European Agency for the operational management of large-scale IT systems in the area of freedom, security and justice	(EE) Tallinn/ FR(Strasbourg), (BE) Brussels / (AT) Sankt Johann im Pangau	94
EU-OSHA	European Agency for Safety and Health at Work	(ES) Bilbao	18
EUROFOUND	European Foundation for the Improvement of Living and Working Conditions	(EI) Dublin	13
EUROPOL	European Police Office	(NL) The Hague	120
EURSC	European Schools	(BE) Brussels, Luxembourg, Spain, Italy, Netherlands, Germany, UK	142
F4E	European Joint Undertaking for ITER and the Development of Fusion Energy (Fusion for Energy)	(ES) Barcelona/ (FR)	11
FCH 2 JU	Fuel Cells and Hydrogen 2 Joint Undertaking	(BE) Brussels	3
FRA	European Union Agency for Fundamental Rights	(AT) Vienna	62
FRONTEX	European Border and Coast Guard Agency	(PL) Warsaw	107
GSA	European Global Navigation Satellite Systems Agency	(CZ) Prague	30
IMI 2 JU	Innovative Medicines Initiative 2 Joint Undertaking	(BE) Brussels	4
INEA	Innovation and Networks Executive Agency	(BE) Brussels	39
REA	Research Executive Agency	(BE) Brussels	6
SATCEN	European Union Satellite Centre	(ES) Madrid	61
SRB	Single Resolution Board	(BE) Brussels	36

**Table 3 - Estimated distribution of supplies**

The delivery of products and services in all the places of delivery within the European Union is mandatory. The prices of products and services delivered within European Union **must be** identical.

#### **5.4. Volume**

An indicative estimate of the devices, options and services to be supplied over the whole duration of the Framework Contract is given below. Nevertheless, the actual value of the Framework Contracts will depend on the quantities, which the EU Institutions will order by means of signature of Specific Contracts and/or Order Forms. Please note that the EU Institutions cannot commit to exact quantities. Therefore, all quantities are merely indicative.

In particular, the Specific Contracts will reflect the technical evolution and the gradual adaptation of the EU Institutions' technical environment to this evolution, which may have an impact on the volume of needs.



The Commission may exercise the option to increase the estimated amount of the Framework Contract at a later stage via negotiated procedure in accordance with Art. 134 (1) (f) of the Commission delegated Regulation (EU) No. 2015/2462 of 30 October 2015 amending Delegated Regulation (EU) No. 1268/2012 on the rules of application of Regulation (EU, Euratom) No. 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union).

The extent of possible new services can be estimated at a maximum increase of 100% of the contract value that will be published in the contract award notice of the present procurement procedure. The new services will be awarded through a negotiated procedure with the successful tenderer, launched at the latest during the three (3) years following signature of the Framework contract of the current procedure. Such a negotiated procedure shall only be launched in case the consumption would exceed the initial contract value for the maximum foreseen contract duration, due to unforeseen needs and/or needs of newly created EU Institutions.

#### 5.4.1. Volume of servers

The estimated volume of servers to be acquired (purchased or leased) over the maximum duration of the Framework Contract is indicated below:

Type of acquisition	Estimated volume (number of servers)
Purchase	6847
Leasing	142
<b>TOTAL</b>	<b>6989</b>

**Table 4 - Estimated volume of servers**

#### 5.4.2. Volume of associated equipment

For the purposes of the financial evaluation, the volume of the associated equipment to be supplied over the maximum foreseen duration of the acquisition period is estimated at **30%** of the total cost estimated for the entire volume of the servers.

#### 5.4.3. Volume of upgrade kits

The volume of the associated equipment to be supplied over the maximum foreseen duration of the acquisition period can be found in Annex 6 to the Tendering Specifications, for the entire volume of the servers.

#### 5.4.4. Volume of associated services

##### 5.4.4.1. Volume of Extended Guarantee

The volume of the Extended Guarantee levels to be supplied over the maximum foreseen duration of the Framework Contract is indicated below:

	Standard 2 Sockets Blade Server	Standard 2 Sockets Rackable Server	Advanced 2 Sockets Rackable Server	Standard 4 Sockets Rackable Server	Advanced 4 Sockets Rackable Server	<i>TOTAL</i>

<b>Standard Extended Guarantee</b>	496	1188	1913	613	408	<b>4618</b>
<b>Critical Extended Guarantee</b>	496	497	654	401	317	<b>2365</b>
<b>No Extended Guarantee</b>	0	6	0	0	0	<b>6</b>
<b>TOTAL</b>	<b>992</b>	<b>1691</b>	<b>2567</b>	<b>1014</b>	<b>725</b>	<b>6989</b>

**Table 5 - Estimated volume of servers under Extended Guarantee**

#### 5.4.4.2. Volume of professional services

The estimated expenditure for professional services over the maximum duration of the Framework Contract is estimated at **5%** of the amount of servers purchased. E.g. if 200 servers are purchased, 10 professional services are estimated to be needed. These 10 professional services are divided over the 3 required profiles: Project Manager, IT Engineer and System Architect. The division is described in Annex 6 to the Tendering Specifications.

The professional services will be required during Normal Working Hours as well as during Extended Working Hours.

For the IT Engineer profile, it is assumed that the professional services are delivered:

- during Normal Working Hours for 80% of the total volume;
- during Extended Working Hours for the remaining 20% of the total volume.

For the System Architect, it is assumed that the professional services are delivered:

- during Normal Working Hours for 90% of the total volume;
- during Extended Working Hours for the remaining 10% of the total volume.

The Project Manager services will only be required during Normal Working Hours.

In addition, a 24 hours on-call service will be required only for the IT Engineer and System Architect. The 24 hours on-call service will be payable per person-week. Please note that 1 person-year is defined as 220 person-days. The 24 hours on-call service is described in Annex 4 to the Tendering Specifications.

#### 5.4.4.3. Volume of moves

The volume of server moves to be supplied over the maximum foreseen duration of the Framework Contract is indicated in detail in Annex 6 to the Tendering Specifications.

The estimated volume of moves does not take into account possible future events and uncertainties which are beyond the EUIs' control (e.g. a Brexit scenario), which may necessitate additional moves.

## 5.5. Compliance with applicable law

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU<sup>1</sup>.

## 5.6. Participation of other EU institutions, executive agencies, agencies and bodies

This call for tenders is interinstitutional. In addition to the European Commission itself, the Framework Contract will apply to the Awarding authorities listed below, all of which are EU Institutions.

Any other institution, agency or body that will be created on the basis of the Treaties or secondary Union law within the duration of the Framework Contract, may join the Framework Contract, provided that the total volume of the Framework Contract earmarked for all new institutions, agencies or bodies does not exceed 10% of the total volume of the Framework Contract.

EUROPEAN INSTITUTIONS - BODIES - AGENCIES		LOCATION
ACER	Agency for the Cooperation of Energy Regulators	(SI) Ljubljana
BBI JU	Bio-based Industries Joint Undertaking	(BE) Brussels
CDT	Translation Centre for the Bodies of the European Union	(LU) Luxembourg
CEDEFOP	European Centre for the Development of Vocational Training	(GR) Thessaloniki
CEPOL	European Union Agency for Law Enforcement Training	(HU) Budapest
CHAFEA	Consumers, Health and Food Executive Agency	(LU) Luxembourg
CSJU	Clean Sky Joint Undertaking	(BE) Brussels
CURIA	Court of Justice	(LU) Luxembourg
EACEA	Education, Audiovisual and Culture Executive Agency	(BE) Brussels
EASA	European Aviation Safety Agency	(DE) Köln
EASME	Executive Agency for Small and Medium-sized Enterprises	(BE) Brussels
EASO	European Asylum Support Office	(MT) Valletta
ECA	European Court of Auditors	(LU) Luxembourg
ECDC	European Centre for Disease Prevention and Control	(SE) Stockholm
ECSEL Joint Undertaking	Electronic Components and Systems for European Leadership	(BE) Brussels
EDA	European Defence Agency	(BE) Brussels
EEA	European Environment Agency	(DK) Copenhagen

<sup>1</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

<b>EUROPEAN INSTITUTIONS - BODIES - AGENCIES</b>		<b>LOCATION</b>
EEAS	European External Action Service	(BE) Brussels
EESC/ CoR	European Economic and Social Committee / Committee of Regions	(BE) Brussels
EFCA	European Fisheries Control Agency	(ES) Vigo
EFSA	European Food Safety Authority	(IT) Parma
EIGE	European Institute for Gender Equality	(LT) Vilnius
EIOPA	European Insurance and Occupational Pensions Authority	(DE) Frankfurt am Main
EMA	European Medicines Agency	(UK) London
EMCDDA	European Monitoring Centre for Drugs and Drug Addiction	(PT) Lisbon
EMSA	European Maritime Safety Agency	(PT) Lisbon
EP	European Parliament	(BE) Brussels, (LU) Luxembourg, (FR) Strasbourg
ERA	European Union Agency for Railways	(FR) Valenciennes
ERCEA	European Research Council Executive Agency	(BE) Brussels
ESA	Euratom Supply Agency	(LU) Luxembourg
EUIPO	European Union Intellectual Property Office	(ES) Alicante
eu-LISA	European Agency for the operational management of large-scale IT systems in the area of freedom, security and justice	(EE) Tallinn/ (FR)Strasbourg), (BE) Brussels / (AT) Sankt Johann im Pangau
EU-OSHA	European Agency for Safety and Health at Work	(ES) Bilbao
EUROFOUND	European Foundation for the Improvement of Living and Working Conditions	(EI) Dublin
EUROPOL	European Police Office	(NL) The Hague
EURSC	European Schools	(BE) Brussels, Luxembourg, Spain, Italy, Netherlands, Germany, UK
F4E	European Joint Undertaking for ITER and the Development of Fusion Energy (Fusion for Energy)	(ES) Barcelona/ (FR)
FCH 2 JU	Fuel Cells and Hydrogen 2 Joint Undertaking	(BE) Brussels
FRA	European Union Agency for Fundamental Rights	(AT) Vienna
FRONTEX	European Border and Coast Guard Agency	(PL) Warsaw
GSA	European Global Navigation Satellite Systems Agency	(CZ) Prague
IMI 2 JU	Innovative Medicines Initiative 2 Joint Undertaking	(BE) Brussels
INEA	Innovation and Networks Executive Agency	(BE) Brussels
REA	Research Executive Agency	(BE) Brussels

EUROPEAN INSTITUTIONS - BODIES - AGENCIES		LOCATION
SATCEN	European Union Satellite Centre	(ES) Madrid
SRB	Single Resolution Board	(BE) Brussels

**Table 6 - List of Awarding authorities**

Inter-institutional procedures are handled as follows:

- The European Commission publishes the call for tenders, evaluates the offers and signs and manages the resulting Framework Contract (including any amendments thereto) on behalf of all the participating EU Institutions.
- Each of the EU Institutions to which the Framework Contract applies will avail itself of the Framework Contract autonomously by concluding Specific Contracts with the Contractor.

### **5.7. Minimum Technical Requirements and Service Level Requirements**

Minimum Technical Requirements are described in **Annex 3** to the Tendering Specifications.

Service Level Requirements are set out in **Annex 4** to the Tendering Specifications.

These documents set out the requirements whose acceptance by the tenderer is mandatory. They detail the minimum services to be provided, the minimum service levels, the procedures and the applicable liquidated damages in case of non-fulfilment of the required service levels. Tenderers are allowed to offer equipment or services which go beyond the Minimum Technical Requirements. Please note that no additional points or advantages will be given to tenderers who do so.

### **5.8. Variants**

Variants are alternatives to any technical or financial aspects, or to any contractual conditions, described in a call for tenders.

For the purpose of this call for tender **variants are not permitted.**

The European Commission will disregard any variants described in an offer, and reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the Tendering Specifications.

## **6. RELATIONSHIP GOVERNANCE**

### **6.1. Code of Conduct**

Working as external staff for the European Commission, means a commitment of any staff (team) member of the Contractor, who will be working under the DCCS Framework Contract, including those hired by it on a subcontracting or freelance basis, to the following behaviour and rules:

- Making sure that the tools placed under his/her responsibility are in good working order (i.e. work material, software, networks etc.);
- Not letting in nor bringing any unauthorized person inside the buildings of the EU Institutions;
- Willingly complying with the requirements of the Commission's security services, including the inspection of the personal goods (by scanner or physical inspection);
- Keeping secret the security procedures as well as protection mechanisms which a DCCS team member may come to gain knowledge about in the process of his/her activities;

- Never jeopardizing the good functioning, the security or the confidentiality of the systems or data which a DCCS team member may have access to within the framework of his/her functions;
- Never copying illegally, carrying, transmitting nor destroying data, documentation, software or application programs, nor any material (even when obsolete);
- Never accessing, nor even trying to access data, locations or systems to which a DCCS team member has not been granted access or which he/she does not need to access for the implementation of his/her tasks;
- Not using software other than that what is usually installed on the desktop/laptop without prior formal approval from the person(s) in charge of one of the domains of this call for tender;
- Returning the access card(s) which have been granted before a DCCS team member leaves at first request by the Commission;
- Showing utmost discretion regarding information which a DCCS team member may come to gain knowledge of;
- Never disclosing information concerning matters dealt with by the Commission's services (be it political, judicial, budgetary or financial affairs, or the management of the Commission, the personnel or data processing);
- Never writing documents with Commission's letterhead paper;
- Show EMAS awareness in his/her daily behaviour.

In general, DCCS Contractor's team members have to respect the Staff notice on acceptable use of the Commission's ICT services in force.

When a DCCS Contractor's team member sends e-mails using the Commission e-mail system, he has to use an e-mail signature indicating the contract name of the Contractor, in addition to his own name and the Commission unit under which responsibility the contract is performed.

DCCS Contractor's team members must have the necessary competences in order to perform the service in a professional way. An update of the skills should be foreseen in order to cope with the normal evolution of the related hardware and/or software products. Those kinds of trainings cannot incur additional costs for the Commission.

The above rules shall apply also to any staff (team) member of any subcontractor of the DCCS Contractor, including when authorised by the Commission any of such subcontractor's subcontractors and hired freelancers.

## **6.2. Electronic exchange of documents**

The performance of the Framework Contract may be automated by the use of the following applications: e-Request, e-Invoicing, e-Ordering and e-Fulfilment. At the request of the EUI, the use of the above applications may become mandatory for the Contractor during the performance of the Framework Contract, at no additional cost for the requesting EUIs.

Tenderers should be aware of the fact that other applications currently under development may be implemented on a voluntary basis during the contract execution.

The electronic documents are exchanged using the e-PRIOR platform, either via a system-to-system connection (web services) or through a web application (the Supplier Portal).

The related documentation detailing the technical and functional characteristics of the e-PRIOR platform can be found at: <https://webgate.ec.europa.eu/fpfs/wikis/display/ePRIOR/The+e-Procurement+suite>

Tenderers should be aware that the applications described can be modified at any moment to improve their security or to include new functionalities. Other applications currently under development may be implemented on a voluntary basis during the Framework Contract's performance.

The successful tenderers, whose offer was submitted in a consortium, will be required to acquire a Global Location Number (GLN).

The GLN is designed to improve the efficiency of communication with trading partners. GLNs are used to identify the organisation such as whole companies or subsidiaries.

The GLN has a 13-digit numeric data structure and is composed of:

- GS1 Company Prefix – assigned by the GS1 Member Organisation
- Location Reference – allocated by the company to a specific location
- Check Digit – calculated according to the standard algorithm

For more information please consult GS1's paper: [http://www.gs1.org/docs/idkeys/GS1\\_Global\\_Location\\_Numbers.pdf](http://www.gs1.org/docs/idkeys/GS1_Global_Location_Numbers.pdf)

### **6.3. Data Protection**

The Contractor will respect standards and guidelines issued by the European Commission with respect to Data Protection (Regulation (EC) No 45/2001) and ensure the elaboration of documentation used for notification to the Data Protection Officer (DPO).

### **6.4. Security assessment and clearance**

In derogation of Article III.2.2.2 of the Framework Contract, by submitting an offer, the tenderers confirm that they undertake to comply with the obligations laid down in:

- Commission Decision (EU, Euratom) 2017/46 of 10 January 2017 on the security of communication and information systems used by the European Commission;
- Implementing rules for Commission Decision of 16 August 2006 C(2006) 3602 concerning the security of information systems used by the European Commission (until replaced by implementing rules for Commission Decision 2017/46);
- Commission Decision (EU, Euratom) 2015/443 of 13 March 2015 on Security in the Commission, as well as all its subsequent versions;
- Commission Decision (EU, Euratom) 2015/444 of 13 March 2015 on the security rules for protecting EU classified information, as well as all its subsequent versions;
- Commission's security policies and standards that may be relevant and made available for the implementation of Specific Contracts.

The Commission draws the tenderers' attention to the contractual provisions on security (Article III.2.2) of the General Terms and Conditions for Information Technologies Contracts (see Annex 8 to the Tendering Specifications) and confidentiality (Article II.16 of the General Conditions of the Framework Contract), as well as on Security Standards and Guidelines issued by Directorate Security of DG Human Resources and Security (DG HR) of the European Commission (which can be found at [http://ec.europa.eu/dgs/informatics/procurement/useful\\_documents/index\\_en.htm](http://ec.europa.eu/dgs/informatics/procurement/useful_documents/index_en.htm)) that may be relevant and made available for the implementation of Specific Contracts/Order Forms.

The Contractor, the subcontractors, and the personnel of the Contractor and the subcontractors (including freelancers) might need to manage services used to house or transfer sensitive information and the exchange of confidential documents in the sense of the Commission

Decision (EU, Euratom) 2015/444 of 13 March 2015 on the security rules for protecting EU classified information.

Tenderers are advised to contact the competent national security authority of an EU member state in order to verify if their staff is security clearable, and they undertake to propose security clearable or security cleared staff.

The Commission reserves the right to request security clearance for all functions, directly or indirectly related to the provision of DCCS service, as well as for the Contractor's company/companies/subcontractors and their facilities, and to require any person involved with the provision of the service to attend security briefings or training, and/or to sign a security statement or to proceed with a security clearance.

The security clearance process will be at no extra cost for the Commission.

The documentation is available at: [https://ec.europa.eu/info/files/security-standards-information-systems\\_en](https://ec.europa.eu/info/files/security-standards-information-systems_en) and replaces Annex III to the GTCs.

### **6.5. Access cards for Contractor's staff**

For certain assignments (requiring recurring on-site presence on the premises of EUIs) the Contractor's staff will be provided with magnetic or other type of access card. This card has a specific validity duration and must always be returned to the service requiring the presence of the respective representative of the Contractor, once the validity of the access card expires or once the presence of that person is no longer required, whichever comes earlier. In case the card is not returned to the aforementioned service by the end of the respective period mentioned above, the Contracting authority may claim a penalty of 100 EUR per day of delay with a maximum of 1000 EUR per non-returned card.

### **6.6. Audits**

The framework contract shall provide for the possibility of conducting audits (security or others) by third parties.

### **6.7. Product names and trademarks**

Whenever the tendering specifications mention a specific product name or trademark and a sufficiently precise and fully intelligible description is not possible, such mention should be understood as referring to that product **or its equivalent**.

### **6.8. Technical Extensions of Services**

Based on the results of technological benchmarking, the Commission will be entitled to request from the Contractor the implementation of newly developing services and their inclusion into the Framework Contract at a price to be negotiated between the parties.

### **6.9. EMAS compliance**

The Contractor shall assist the Commission in performing its environment-related commitments as set in the Eco-Management and Audit Scheme (EMAS) EC Environmental Policy and shall therefore follow EMAS best practices. Any related cost shall be considered to have been included as a part of the successful tenderer's Financial Questionnaire and Model. The Commission's EMAS Environmental Policy is enclosed in Annex 9 to the Tendering Specifications.



Environmental considerations are taken into account throughout the complete life cycle of a product or a service.

#### **6.10. Equal opportunities**

Tenderers shall undertake to observe a policy on the promotion of equality and diversity in the performance of the contract, should it be awarded to them, by applying the principles of non-discrimination and equality set out in the EU Treaties in full and in their entirety.

The tenderer awarded the contract shall undertake to establish, maintain and promote an open and inclusive working environment which respects human dignity and the principles of equal opportunities, especially through the removal of all obstacles to recruitment and all potential discrimination based on sex, race or ethnic origin, religion or convictions, disability, age or sexual orientation.

#### **6.11. Languages**

A working knowledge of English and any other EU language(s) used at the place of delivery is required. For instance, in Ispra, the working knowledge of English and Italian is required. Please also note that the knowledge of other languages may be requested. This requirement will be specified in the context of the request forms.

#### **6.12. Parking places at the buildings of ordering bodies**

Due to changes in the Commission's building policy, the European Commission cannot guarantee that the Contractors' staff working intra muros (if any) or visiting the premises of the European Commission will have access to parking spaces in any of Commission's buildings.

### **7. OUTCOME OF THE CALL FOR TENDERS**

During the assessment period of a call for tenders, the European Commission's Directorate-General for Informatics will not provide any information. The only contacts allowed with tenderers are those mentioned in the Invitation to Tender Letter.

You will be informed of the outcome of the call for tenders in the three ways outlined below.

#### **7.1. Validity of tenders submitted under the call for tenders**

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

#### **7.2. Notification of results**

As soon as the competent awarding officer has signed the award decision, a notification letter will be sent simultaneously to all tenderers.

Letters to unsuccessful tenderers will state the grounds on which the decision was taken, as well as the duration of the standstill period. Simultaneously, the unsuccessful tenderers (who are not in an exclusion situation and whose tender is compliant with the procurement documents) will be notified of the name of the tenderer to which the Framework Contract is awarded, as well as the characteristics and relative advantages of this successful tenderer, and the Framework Contract value (see Article 113 of the Financial Regulation).

Hence, for the sake of transparency, these unsuccessful tenderers will be sent the information provided in Article 113 of the Financial Regulation, without them needing to request so in writing. Tenderers will be deemed to have made such requests for information by submitting their offer. The requests will have full legal effect as of the day when the award decision is taken.

### **7.3. Signing of the Framework Contract and publishing of the award notice**

No contractual relationship will exist until the Framework Contract has been signed by the successful tenderer and the European Commission. The dispatching of the notification letters does not create any contractual relationship.

The European Commission undertakes not to sign the Framework Contract until a standstill period of at least ten (10) calendar days has elapsed following the dispatch of the notification letters.

Additionally, the Framework Contract will not be signed unless the successful tenderer provides, depending on the Commission request, the evidence referred to in Sections 4.3 and 4.2 above, confirming the declaration on their honour for the exclusion and selection criteria.

When the Framework Contract is signed, the European Commission's Directorate-General for Informatics will publish an award notice in the Official Journal of the European Union summarising the result of the call for tenders.

### **7.4. Optional debriefing meetings**

After the closing of the tendering procedure and in order to improve the quality of tenders and the quality of our procedures, the Directorate-General for Informatics regularly foresees, as a best practice, optional debriefing meetings of its representatives with unsuccessful tenderers, aimed at exchanging feedback and suggestions for improvement in view of future procurement procedures. Once the award notice is published in the Official Journal of the European Union, you may submit a request for a debriefing meeting; however, the Directorate-General for Informatics reserves the right to accept or refuse such requests and schedule the meeting date on the basis of the particular circumstances of each individual procurement procedure or of the existing workload.

However, the Directorate-General for Informatics would like to stress that it is not free to disclose any information where such disclosure would hinder application of the law, be contrary to public interest, harm the legitimate business interests of public or private undertakings or distort fair competition.

## **8. LIST OF ANNEXES**

1. Cover Letter for Tenderers – template
2. Declaration on honour on exclusion criteria and selection criteria
3. Minimum Technical Requirements (MTR) for hardware (equipment)
4. Service Level Requirements (SLR)
5. Draft Framework Contract and annexes thereto
6. Financial Questionnaire and Model for Lot 1
7. Guidelines and Protocol for the compliance assessment
8. General Terms and Conditions for Information Technology Contracts, version 2.1 (GTCs)
9. EMAS Environmental Policy
10. SMT Integration and Requirements