



**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**

**Annex 4 – Service Level Requirements (SLR)**

Date: 21/03/2017

Version: 19.0

Public:

Reference Number:

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## 0. INTRODUCTION

This document sets out the Service Level Requirements (SLR), whose acceptance by the tenderer is mandatory. It details 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. The SLR applies to all products acquired through the Framework Contract.

The SLR will provide the basis for the Service Level Agreement (SLA) for the future Framework Contract. In case of award, the final SLA will include the additional services and the improved service levels.

Each EUI may conclude its own Service Level Agreement with the contractor in order to make it fully workable to the EUI's own particularities. Specifics applying to EEAS are described in Annex 2 to the SLR.

## 1. DEROGATIONS FROM THE GENERAL TERMS AND CONDITIONS FOR INFORMATION TECHNOLOGY CONTRACTS (GTCs)

- References to 'maintenance' in the GTCs shall be read to mean 'Extended Guarantee'.
- Art. 1.1 Definitions: terms defined under Section 2.1 of this SLR replace the definitions of Art. 1.1 of the GTCs.
- Art. 1.2.1: not applicable.
- Art. 1.5.1: the reference to Article II.4 of the General Conditions shall be read to mean 'Article II.14 of the Framework Contract'.
- Art. 1.5.2: replaced as follows: "**Invoicing for purchase of products:** Invoices for purchase of products shall be submitted after signature of the Consignment Note or the Certificate of Conformity (as applicable, see SLR).

**Invoicing for leasing of products:** Invoices for leasing of products shall be submitted quarterly, unless explicitly agreed otherwise. The first invoice shall cover the period from the date of signature of the Consignment Note or the Certificate of Conformity regarding the product (as applicable, see SLR) to the last day of that calendar quarter.

**Invoicing for Extended Guarantee of leased products:** Invoices for Extended Guarantee for a product which is leased shall be submitted annually. Leasing (irrespective of its duration) shall be accompanied with Extended Guarantee on an annual basis only. In this case, the first invoice shall cover a period of one year starting from the date of signature of the Consignment Note or the Certificate of Conformity regarding the product (as applicable, see SLR).

**Invoicing for Extended Guarantee of purchased products:** Invoices for the 5 year Extended Guarantee package for a product which is ordered in the same Order Form as the purchase of the product itself, shall be invoiced together with the product for the entire amount. The invoice can be submitted on the basis of the Consignment Note or the Certificate of Conformity (as applicable, see SLR). Invoices for the 1 year Extended Guarantee shall be submitted annually."

- Art. 1.5.3: not applicable.
- Art. 1.5.4: last sentence is replaced as follows: "When the total value of a specific contract relates to an amount of less than €25,000 payment shall be made when the supplies and/or service has been fully provided".
- Art. 1.7.6: the reference to Article I.7 of the Special Conditions shall be read to mean 'Article I.11 of the Framework Contract'.

- Art. 1.8: the names of the annexes are modified to: "Annex I: Electronic Interface for Suppliers Process Reference (SMT Integration Point) (Annex 10 to the Tendering Specifications) - Annex II: Declaration of confidentiality (Annex XI to the Framework Contract) - Annex III: Security Provisions ([https://ec.europa.eu/info/files/security-standards-information-systems\\_en](https://ec.europa.eu/info/files/security-standards-information-systems_en))".
- Art. 2.1.6: replaced as follows: "The Contractor undertakes to comply with those quality standards. Compliance with the standards shall be monitored by the Commission. Unless otherwise stated in the Framework Contract, in the event of non-compliance with certain standards specifically identified in the Service Level Agreement for the purpose of application of this clause, over a sliding period of three (3) months, the Contractor shall submit an improvement plan. In the event of non-compliance with those standards for three (3) months, consecutive or not, over a sliding period of six (6) months, a Product whose quality has proved substandard may be withdrawn from the Framework contract, or the Contract may be terminated where the overall quality of the Services is substandard".
- Art. 2.2.2: not applicable. Obligation is laid down in the Tendering Specifications and [https://ec.europa.eu/info/files/security-standards-information-systems\\_en](https://ec.europa.eu/info/files/security-standards-information-systems_en).
- Art. 2.2.6: replaced as follows: "The contractor shall take all appropriate steps for each product to ensure that the data and the magnetic media upon which they are stored are safely preserved. The products supplied shall not contain any mechanism (e.g. viruses) which could compromise their availability, integrity or confidentiality or that of other products. The cost of repairing the damage caused by such a mechanism shall be borne by the contractor".
- Art. 2.3.2: the reference to Article II.17 of the General Conditions shall be read to mean 'Article II.23 of the Framework Contract'
- Art. 2.4.1: replaced as follows: "The Contractor undertakes to develop and install the *Products* and provide the *Informatics Services* in accordance with the agreed service level agreements and where applicable taking into account the constraints imposed by the existing Commission's IT architecture. The Contractor agrees to co-operate with other suppliers to make the *Products* work with those of these other suppliers. It agrees to attend meetings called for that purpose by the Commission".
- Art. 2.7.1: last sentence: not applicable.
- Art. 2.10: not applicable.
- Art. 3.1: not applicable.
- Art. 3.2: not applicable.
- Art. 3.3: not applicable.
- Art. 3.4: not applicable.
- Art. 4: not applicable.
- Art. 5.1.1: not applicable.
- Art. 5.1.3: not applicable.
- Art. 5.1.5: not applicable.
- Art. 5.1.6: not applicable.
- Art. 5.3: not applicable.
- Art. 6.1: not applicable.
- Art. 6.3.1: paragraphs 3 and 6: not applicable.
- Art. 8: not applicable.
- Art. 9.2.3: the reference to Article II.12 shall be read to mean 'Article II.17 of the Framework Contract'.

- Annex I: replaced by Annex 10 to the Tendering Specifications
- Annex II: replaced by Annex XI to the Framework Contract.
- Annex III: replaced by [https://ec.europa.eu/info/files/security-standards-information-systems\\_en](https://ec.europa.eu/info/files/security-standards-information-systems_en).

## 2. GLOSSARY

### 2.1. DEFINITIONS

- **Call-back response time** – time between incident ticket assignment to the Contractor ("Assign to supplier", see Flow 1 of Annex 10 to the Tendering Specifications) and the time that it takes the Contractor to formally accept ("Supplier working", see Flow 8 of Annex 10 to the Tendering Specifications) or reject ("Supplier retrieve", see Flow 7 of Annex 10 to the Tendering Specifications) the ticket. If a ticket is reassigned to the Contractor (after a 'Supplier resolve' or 'Supplier retrieve'), the call-back response time restarts from the time it was stopped.
- **Certificate of Conformity** – certificate signed by the EUI, evidencing conformity of the goods and/or services.
- **Change management** – process of controlling changes to the infrastructure or any aspect of services, in a controlled manner, enabling approved changes with minimum disruption.
- **Consignment Note** – note in draft duly signed and dated by the Contractor or his carrier, giving the Order Form number and particulars of the goods delivered to be countersigned by the EUI and returned to the Contractor or his carrier. This note acknowledges the fact that the goods have been delivered and in no way implies conformity of the goods with the Order Form.
- **Delivery Lead Time** – The period of six (6) weeks for servers and three (3) weeks for associated equipment after the date of receipt of the OF by the Contractor which marks the maximum delivery deadline.
- **Extended Working Hours** – Any working hours other than Normal Working Hours.
- **Incident** – any event which is not part of the standard operation of a service and which causes, or may cause, an interruption to or a reduction of the quality of that service.
- **Incident resolution time** – time between incident ticket assignment to the Contractor ("Assign to supplier", see Flow 1 of Annex 10 to the Tendering Specifications) and the time when the incident ticket is resolved ("Supplier resolve", see Flow 6 of Annex 10 to the Tendering Specifications). If a ticket is reassigned (after a 'Supplier resolve' or 'Supplier retrieve') to the Contractor, the incident resolution time restarts from the time it was stopped.
- **Installation Lead Time** – The period of one (1) month after signature of the Consignment Note by the EUI which marks the deadline for installations ordered in the same OF as the installed equipment.
- **Liquidated damages** – liquidated damages are applicable when the Contractor fails to meet a requirement, as measured by a performance indicator described in the SLA. The SLA measurements are provided by the Commission and are the only measurements taken into account. The liquidated damages foreseen in the SLA prevail over the liquidated damages foreseen in Article II.14 of the Framework Contract (Annex 5 to the Tendering Specifications). For cases which are not covered by the SLA, Article II.14 is applicable. Liquidated damages under the SLA shall not go beyond 100% of the amount of the OF/CS.
- **Normal Working Days** – from Mondays to Fridays inclusive, except for Commission public holidays in the place of delivery of the services, as published in the Official Journal of the European Union.
- **Normal Working Hours** – from 7am to 8pm on Normal Working Days.

- **On-site intervention time** – time elapsed between when the CHD sends the request to open an incident by email and the arrival of the FST at the location of the concerned device.
- **Order Form** – Document signed by the EUI and the Contractor, ordering products or services pursuant to the Framework Contract. Please note that references to Specific Contracts may be understood, where relevant, as references to Order Forms.
- **Person-day** – 8 hours.
- **Problem** – condition often identified as a result of multiple incidents that exhibit common symptoms. Problems can also be identified from a single significant incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.
- **Supplier pending** – while the ticket is assigned to the Contractor, for reasons explicitly specified in the SLR, the Contractor can 'suspend' the ticket and stop the clock ("Supplier pending", see Flow 10 of Annex 10 to the Tendering Specifications).
- **Supplier retrieve** – while the ticket is assigned to the Contractor, if the incident/request is not covered by the contract, the Contractor can 'cancel' the ticket ("Supplier retrieve", see Flow 7 of Annex 10 to the Tendering Specifications).

## 2.2. ACRONYMS

### 2.2.1. General

CS	Specific Contract/Order Form for the acquisition of supplies/services
OF	Order Form for the acquisition of equipment and associated services
Contract	Framework Contract to be signed with the successful tenderer
Commission/EC	the EC and the other participating EU institutions, agencies and bodies
SLR	Service Level Requirements
SLA	Service Level Agreement

### 2.2.2. European Commission

EC-DG	Directorate-General
EC-DG/LSD	Local Service Desk (Help Desk Local)
EC-DG/IT BC	IT Business Correspondent
EC-DIGIT	Directorate-General for Informatics
EC	European Commission
EC-PC	DIGIT/R3 – Procurement and Contracts Unit
EC-PC/CTR	EC-PC – Processing of contractual questions
EC-PC/ACQ	EC-PC – Purchasing department
EC-LO	DIGIT/R1 – Logistics Unit
EC-LO/AGE	EC-LO – Central inventory management
EC-LO/CRE	Coordination of actions
SD ITIC	DIGIT/A1 - solutions for IT – support to all ITIC DGs

CHD	Central Help Desk; contacts with supplies for all DGs
EC-CIS	DIGIT/A2 - corporate infrastructure solutions
EC-CIS/GEC	EC-SCI general coordination (contract control)
EC-CIS/QM	EC-SCI quality management
EC-CIS/TEC	EC-SCI processing of technical questions
EC-CIS/RC	"Responsible Contractuel" for CIS

See Section 3.2 of this document for a more detailed explanation of the departments of the European Commission.

### **2.2.3. Contractor**

CSE	Commercial Customer Service for the European Institutions
SD	Service Desk; technical single point of contact
FSS	Field Service Supervisor
FST	Field Service Technician
AM	Account Manager
PC	Project Coordinator
PM	Project Manager
PS	Product Specialist
QC	Quality Coordinator

## **3. INTERFACES, ROLES AND RESPONSIBILITIES**

### **3.1. FUNCTIONAL DESCRIPTION OF THE CONTRACTOR**

The Contractor will have to assign staff to the following positions to manage the Framework Contract.

#### **3.1.1. Account Manager (AM)**

The AM is the primary point of contact between the EC and the Contractor. He acts as the main interface and assumes the different subjects in order to centralise with the EUI.

The AM will be responsible for the daily management, ensuring that the Framework Contract is implemented and performed in accordance with the agreed SLA.

The AM is accountable for the operational execution of the Contractor's services, which includes all planning activities as well as problem and change coordination.

The AM will align with the customer (EUI) goals, follows up and escalates to the appropriate Contractor competence centres.

Main activities:

- Control, follow-up and functional management of the Contract;
- Manage any problems that may arise from the EUI dissatisfaction with any portion of the service provided;
- Change management;
- Establish the regular service review procedure ensuring that all service issues are raised and dealt with effectively and within the required time scales;



- Effectively liaise with subcontractors;
- Contractual staff management.

### **3.1.2. Project Coordinator (PC)**

The Project Coordinator specialises in project planning and control, and provides support for multiple projects and project managers. He is the higher-level interface between the Contractor and the EC for projects. He will be responsible for the management of the installation and migration projects. The Project Coordinator will take on the different aspects related to the follow-up of the various projects and centralise relations with the Commission.

The Project Coordinator will also be responsible for producing statistics relating to the actions taken by the project managers. He will attend regular meetings with the Commission and manage changes.

The Project Coordinator is responsible for leading/managing projects as regards time, budget and quality. He will strive for customer satisfaction and the Contractor's financial success, regarding this contract.

Main activities:

- Help with the design and implementation of draft offers;
- Perform risk analysis for draft offers;
- Initiate, execute and complete projects;
- Lead project teams;
- Take charge of communications within projects (meetings, reports and presentations);
- Control/monitor progress, quality and finance for projects;
- Is responsible for a time and resource plan for the project;
- Identify and solve problems occurring in projects;
- Initiation of escalation management, if necessary;
- Coordinate communication between the project team and Commission personnel, using the standard Commission procedures;
- Coordinate actions and tasks between Contractor personnel and Commission staff.

### **3.1.3. Field Service Supervisor (FSS)**

The Field Service Supervisor is responsible for the service provided by the Field Service Technicians. He is in charge of sending the correct type of FST within the appropriate on-site intervention time.

The FSS is responsible for efficient organizing and controls the execution of standard service procedures within a group of FST as well as being responsible for providing logical support for these procedures.

Main activities:

- Functional management of his group;
- Activity planning for the FST in accordance with the contractual obligations/agreements;
- Installation planning and co-ordination;
- Priority management;
- Activity report controlling;
- Incident/Problem follow-up;

- Spare parts management for FST;
- Co-ordination and integration with other parts of the organisation;
- Escalation management.

#### **3.1.4. Field Service Technicians (FST)**

At the beginning of the Framework Contract, Field Service Technicians (FST) will be assigned to the Commission. After the signing of the Framework Contract, they will need to become familiar with the Commission's equipment, procedures and buildings.

The FST will be in charge of technical interventions on site, as reported by the EC. Depending on the kind of intervention and their availability, they will be supported by a dedicated team of the Contractor's personnel in order to meet the agreed service levels.

Main activities:

- Install, repair, and maintain systems;
- Install, modify, and update system hardware and system software including firmware;
- Test installations using various testing programs and diagnose error messages;
- Make modifications and/or improvements to servers covered by the Extended Guarantee;
- Maintain regular contact with the Field Service Supervisor to keep him informed on the ongoing process (activity reporting) and on any serious problem;
- Carry out routine Extended Guarantee procedures;
- Any modification to firmware affecting server functionality will be submitted to the EC/CIS/TEC for testing and approval prior to installation.

#### **3.1.5. Commercial Customer Service for the EU Institutions (CSE/CE)**

The CSE is a detached unit regrouping sales, specially trained staff to treat all requests from the EU Institutions, to make offers, draw up Specific Contracts (SC)/ Order Forms (OF), order parts and follow up on the internal administration.

Main activities:

- Make offers;
- Draft Specific Contracts;
- Order parts;
- Follow-up of all internal administration related to EU matters;
- Claims management.

### **3.2. FUNCTIONAL DESCRIPTION OF THE COMMISSION**

#### **3.2.1. Procurement and Contracts Unit (EC-PC)**

##### **3.2.1.1. EC-PC Contract management (EC-PC/CTR)**

The general mission of the section is to:

- Conclude framework contracts;
- Supervise contract performance (deadlines, expenditure, etc.);

- Provide contractual support for IT and telecommunications for the DG and units in the DG;
- Provide advice, assistance and information on the Commission's IT contracts, products, services and suppliers.

#### **3.2.1.2. EC-PC Purchasing department (EC-PC/ACQ)**

This section is in charge of:

- Placing purchase orders for IT and telecommunication goods;
- Prepare and complete the orders for the purchase of associated services of hardware, software, Extended Guarantee and other associated services;
- Plan, implement and monitor deliveries, installations, moves, withdrawals of hardware and software.

#### **3.2.2. Planning, Human Resources and Logistics Unit (EC-LO)**

The general mission of the unit is to:

- Provide logistic support for IT and telecommunications for the DG and units in the DG;
- Ensure part of the central inventory of the European Commission.

#### **3.2.3. Budget and Finance Unit (EC-FIN)**

The general mission of the unit is:

- Execution of the IT and telecommunications budget;
- Establishment of commitments, specific agreements, purchase orders and payment orders;
- Obtaining preliminary initials on commitments authorised by the Directorates-General for IT procurements.

#### **3.2.4. Incident management**

The mission of the IT Service Support section is to offer IT service support solutions based on ITIL (IT Infrastructure Library) best practices to DGs and DIGIT operational units. These solutions are provided by making the following available to the IT support groups of the DGs:

- An IT service contract based on results;
- IT service contracts;
- The Central Help Desk service to dispatch and follow up the requests of technical intervention between the DGs, the DIGIT services and the suppliers;

The section assists and encourages the introduction of ITIL best practices within the informatics community of the Commission.

##### **3.2.4.1. Central Help Desk (CHD)**

The Central Help Desk or CHD is the dispatching and control centre for intervention requests from the IT Directorate for IT hardware and software. The CHD handles calls from Local Help Desks for IT and from end users.

### **3.2.5. Solutions for corporate infrastructure (EC-CIS)**

This unit provides the Commission's departments with standard configurations for workstations and servers. It provides technical assistance for all IT software and hardware used by the Commission's departments. It organises in co-operation with the Directorates-General the evaluation and selection of new IT hardware and software in order to meet changing requirements.

#### **3.2.5.1. EC-CIS general coordination (EC-CIS/GEC)**

The EC-SCI centralises relations between the Commission and the Contractor for everything concerning control of the Framework Contract. The mission is to accompany the Framework Contract through its implementation and to verify it is correctly performed (observance of quality standards). The EC-PC unit will assist for all contractual and financial matters. The preferred contact will be the Contractor's Project Manager (PM).

#### **3.2.5.2. EC-CIS quality management (EC-CIS/QM)**

The Quality Manager is in charge of supervising the compliance of the service level requirements associated with the Framework Contract. He will ensure that it is coherent in time and propose, if necessary, amendments with the aim of improving the quality of Contract implementation.

#### **3.2.5.3. EC-CIS processing of technical questions (EC-CIS/TEC)**

The manager for technical matters is in charge of acceptance of the reference model and all modifications or additional accessories included in the Framework Contract.

## **4. REQUIRED SERVICES AND SERVICE LEVELS**

### **4.1. MANUFACTURER GUARANTEE**

As per Section 3.4.5.1 of the Tendering Specifications, the tenderers shall describe the guarantee provided by the manufacturer and the conditions which apply to it. This Manufacturer Guarantee is included in the price of the product.

The Manufacturer Guarantee shall start on the date on which the equipment is delivered.

### **4.2. EXTENDED GUARANTEE**

#### **4.2.1. Types of Extended Guarantee**

The Contractor shall provide extensions of the guarantee for the servers (hardware and software like management tools, firmware), the associated equipment and the upgrade kits purchased over the lifetime of the Framework Contract. Tenderers will submit offers for the 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 Extended Guarantee 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 Extended Guarantee level is 24/7 (24 hours per day, 7 days per week).

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

The EUIs reserve the right to switch between Standard and Critical Extended Guarantee, if required, during the lifetime of the server. The price for this switch shall not exceed the price difference between the two Extended Guarantee levels.

**4.2.2. Standard Extended Guarantee**

This service includes the management of incidents, problems and changes during the Extended Guarantee period. The coverage hours of this Extended Guarantee level are Normal Working Hours.

The time taken into account to measure the below service level targets is Normal Working Hours.

The **quality of service** will be assessed on the basis of compliance with the following service levels, which apply to all incidents:

<b>Extended Guarantee level</b>	<b>Coverage hours</b>	<b>Call-back response time</b>	<b>Incident resolution time</b>
Standard Extended Guarantee	Normal Working Hours	30 minutes	10 hours

**Table 1: Standard Extended Guarantee requirements**

Additionally, the EUIs may request interventions outside the coverage of the Standard Extended Guarantee. This service will be charged per intervention (see Section 4.6.1, below).

**4.2.3. Critical Extended Guarantee**

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).

The time taken into account to measure the below service level targets is 24/7.

The **quality of service** will be assessed on the basis of compliance with the following service levels, which apply to all incidents:

<b>Extended Guarantee level</b>	<b>Coverage hours</b>	<b>Call-back response time</b>	<b>Incident resolution time</b>
Critical Extended Guarantee	24/7	15 minutes	6 hours

**Table 2: Critical Extended Guarantee requirements**

#### **4.2.4. List of the tasks included in both Extended Guarantee levels (non-exhaustive)**

- Run diagnostics on the reported incident/problem (hardware or software related).
- Replace at its own expense, any items which become damaged or defective in the course of normal use during the Extended Guarantee period.
- Provide a root cause analysis report when the incident/problem is resolved.
- Etc.

Please refer to Article 6.3 of the GTCs.

#### **4.2.5. Contractor's obligations included in both Extended Guarantee levels (non-exhaustive)**

The Contractor shall conduct all operations necessary to maintain the products in perfect working order, or to restore a defective product or one of its components to perfect working order, inclusive of the costs of travelling, parts and labour. This includes the following:

- The Contractor shall ensure that all required resources and knowledge is readily available so that the response times of Sections 4.2.2 and 4.2.3 above will be respected.
- If part of an item is replaced, the replacement part shall be covered by the same Extended Guarantee level and duration as the replaced part.
- The Extended Guarantee applies to both hardware and software, unless explicitly agreed otherwise.
- If a defect is found to originate in a systematic flaw in design, the Contractor must replace or modify all identical parts incorporated in the other goods that are part of the Specific Contract, even though they may not have been the cause of any incident.
- If a EUI acquired a product and experiences continuous interruptions (e.g. incident, performance problems, etc.) in the functioning of this product for reasons attributable to the Contractor, the EUI may claim the replacement of the relevant product.
- Technical assistance in connection with 3<sup>rd</sup> party hardware or software: whenever problems occur on servers installed with third party hardware and software, the EUI is entitled to request a skilled support engineer who will investigate the incident. Profile of the competence will be compliant with the additional support services described in the Call for Tender. The support engineer will try to determine the root cause and will provide the description of the problem to be escalated to the third party software provider through the Central Help Desk. The Contractor will keep the lead until incident closure. The Contractor cannot be held responsible for delay and penalties which may occur if the third party software provider fails in giving a complete solution to the problem.

#### **4.2.6. Start date of Extended Guarantee**

For servers covered by an Extended Guarantee that was purchased in a 5-year Package, the Extended Guarantee shall start at the **earliest** of the following dates:

- Date of the Certificate of Conformity (i.e. acceptance of the installation service);
- Date requested by the ordering EUI;
- Six (6) months after the Consignment Note.

Servers covered by an Extended Guarantee that was purchased on an annual basis (i.e. not along with the equipment, as part of a Package), the Extended Guarantee shall start on the day requested by the EUI.

The Contractor shall compose a monthly report and send it to each ordering EUI, each time detailing and updating the start dates of Extended Guarantee for all ordered equipment.

**4.2.7. Direct access to the manufacturer's support**

The EUIs reserve the right to have direct contact and access to the manufacturer's support if required.

**4.3. PROFESSIONAL SERVICES**

The 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:

- IT Engineer
- System Architect
- Project Manager

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. See Section 4.6.2 for further information.

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

The description of the profiles is not exhaustive and should be regarded as a minimum.

**4.3.1. IT Engineer**

<i>Profile type</i>	<b>IT Engineer</b>
<i>Job description</i>	<ul style="list-style-type: none"> <li>• Implements complex local and wide-area networks of machines.</li> <li>• Manages a large complex site or network.</li> <li>• Works under general direction of project manager.</li> <li>• Recommends policies on system use and services.</li> <li>• Provides technical lead for system administrators or others of equivalent seniority.</li> </ul>
<i>Qualifications</i>	<ul style="list-style-type: none"> <li>• A degree in computer science or a related field.</li> <li>• Significant operating systems administration experience (Windows, Linux).</li> <li>• Significant experience in virtualization (VMware, Hyper-V,...).</li> <li>• Significant experience with software related to server's management (backups, quotas,...).</li> <li>• Experience in programming (shells, Visual Basic, Perl, Python,...).</li> </ul>
<i>Experience</i>	<ul style="list-style-type: none"> <li>• Minimum four (4) years of experience as IT Engineer.</li> </ul>
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> <li>• Strong interpersonal and communications skills; capable of writing proposals or papers, acting as a vendor liaison, making presentations to customers or client audiences or professional peers, and working closely with upper management.</li> </ul>

	<ul style="list-style-type: none"> <li>• Ability to solve problems quickly and automate processes.</li> <li>• A solid understanding of an operating system; understands paging and swapping, inter-process communications, devices and what device drivers do, file system concepts (clustering, logical partitions), can use performance analysis to tune systems.</li> <li>• A solid understanding of networking/distributed computing environment concepts; understands principles of routing, client/server programming, design of consistent network-wide file system layouts.</li> <li>• Good understanding of fundamental security concepts and applied cryptography.</li> <li>• Capabilities to contribute to technical projects.</li> <li>• Solid documentation skills in English.</li> <li>• Working knowledge, written and spoken, of English required. Knowledge of French and/or German is a plus.</li> </ul>
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#### **4.3.2. System Architect**

<i>Profile type</i>	<b>System Architect</b>
<i>Job description</i>	<ul style="list-style-type: none"> <li>• Designs complex local and wide-area networks of machines.</li> <li>• Designs a large, complex site or network.</li> <li>• Works under general direction of project manager.</li> <li>• Establishes policies on system use and services.</li> <li>• Provides technical lead for IT Engineers.</li> <li>• Design, documentation and maintenance of the systems management and backup infrastructure.</li> <li>• Architectural studies, elaboration of operational guidelines/procedures and technical documentation, design and review of strategies, policies and best practices.</li> </ul>
<i>Qualifications</i>	<ul style="list-style-type: none"> <li>• A degree in computer science or a related field.</li> <li>• Extensive programming background in any applicable language.</li> </ul>
<i>Experience</i>	<ul style="list-style-type: none"> <li>• Minimum four (4) years of experience as System Architect.</li> </ul>
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> <li>• Organizational skills and analytical ability.</li> <li>• Communication and leadership skills.</li> <li>• In-depth knowledge of systems administration and system architectures and technologies within a complex environment.</li> <li>• Experience with design of infrastructure services in a large environment.</li> <li>• Very good understanding of fundamental and advanced security concepts and applied cryptography.</li> <li>• Capability to manage small technical projects.</li> <li>• Solid documentation skills in English.</li> </ul>



	<ul style="list-style-type: none"> <li>Working knowledge, written and spoken, of English required. Knowledge of French and/or German is a plus.</li> </ul>
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#### **4.3.3. Project Manager**

<i>Profile type</i>	<b>Project Manager</b>
<i>Job description</i>	<ul style="list-style-type: none"> <li>Planning, execution and delivery of infrastructure projects.</li> <li>Resource planning, follow-up of staff activities.</li> <li>Project planning, definition of deliverables and milestones.</li> <li>Risk and problem analysis.</li> <li>Project reporting and monitoring, reporting.</li> </ul>
<i>Qualifications</i>	<ul style="list-style-type: none"> <li>University degree or equivalent.</li> <li>Certification in a project management framework highly desirable.</li> </ul>
<i>Experience</i>	<ul style="list-style-type: none"> <li>Minimum four (4) years relevant hands-on experience with project management for large IT infrastructure projects.</li> </ul>
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> <li>Project management skills.</li> <li>Budgeting, organizational skills and analytical ability.</li> <li>Knowledge of project management and office automation tools.</li> <li>Presentation, communication and leadership skills.</li> <li>Understanding of systems management &amp; backup technologies.</li> <li>Solid documentation skills in English.</li> <li>Working knowledge, written and spoken, of English required. Knowledge of French and/or German is a plus.</li> </ul>

#### **4.3.4. Order process for professional services**

The order process covers all the activities carried out for the acquisition of professional services by the EUI. This includes all commercial aspects from pre-contractual contacts until the Order Form is signed by the EUI.

The following conditions will apply:

- The Contractor must present proposals that meet the requirements as requested. Staff proposed must match the requested profiles.
- The Contractor must propose, per requested profile, at least two (2) qualified candidates.
- The persons proposed must be available for interviews within ten (10) working days.
- The persons proposed must be available as soon as a Specific Contract is signed.
- In case of replacement, the Contractor must propose a minimum of two (2) replacement candidates with the required qualifications and experience.

#### 4.3.4.1. Process flow

- The EU Institution (EC-DG) initiates the order process by issuing a request to the Contractor (CSE). The request form will describe the services and profiles required.
- The Contractor's CSE shall return a draft proposal that meets the requirements within five (5) working days.
- EC-DG meets candidates for interview.
- EC-DG requests CS from CSE.
- CSE drafts the CS, and sends it to EC-DG within two (2) working days.
- EC-DG validates CS; EC-DG forwards CS to CSE if approved.
- CSE signs two (2) copies of the approved CS and sends them to the EUI within two (2) working days.
- Authorising official signs CS.
- Upon acceptance of the offer, the EU Institution will send the Specific Contract to the Contractor. Within five (5) working days, the Contractor shall return it, duly signed and dated.

#### 4.3.4.2. Liquidated damages

For each working day of delay for the above deadlines, the Contractor shall, upon claim by the Commission, pay liquidated damages of 5% of the total amount of the Specific Contract with a cap of 50%. Any combination of the above delays will not exceed the cap of the 50% of the Specific Contract.

### **4.4. MOVE OF SERVERS**

Upon request of the EU Institution, the Contractor will perform moves of servers within the same building, between two buildings in the same city and between two buildings in different cities. This service will be provided during Normal Working Hours as well as during Extended Working Hours, on Normal Working Days as well as outside Normal Working Days such as Saturdays or Sundays.

Fees will be defined in the Framework Contract for the move of stand-alone servers. As regards complex configurations, such as clusters or servers in racks, 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.

Specific pricing may apply to the move of a server between the main sites of the EU Institutions and any other location within the EU.

During the move, the Contractor is fully responsible for the moved servers. In case of damage, the Contractor is obliged to provide the EUI with the fully operating equivalent item as soon as possible, within 10 Normal Working Days at the latest, and at the expense of the Contractor.

#### 4.4.1.1. Process

- The EUI sends a written request for a move to the Contractor.
- The Contractor acknowledges receipt of the request in writing and proposes changes if it cannot be carried out as requested; the Contractor will reply to a request within two (2) Normal Working Days.
- If the move concerns a complex configuration or the transfer to other than the main sites of the EU Institutions, the Contractor sends a financial quotation with its reply to the request within two (2) Normal Working Days.

- The EUI and the Contractor agree on the final request and set the date.
- The agreement is implemented through an Order Form.
- The Contractor moves the server to the target location on the contractually agreed date.
- The Contractor and a representative of EC-DG draft a move report once the move is completed.
- The Contractor sends a copy of the fully signed move report to the EU Institution within five (5) Normal Working Days (EC-LO/AGE for the Commission).
- Upon the EUI's signature of the move report, the invoice can be accepted and the payment processed.

#### *4.4.1.2. Liquidated damages*

For moves during the Normal Working Days, for each working day of delay, the Contractor shall, upon claim by the EU Institution, pay liquidated damages of 10% of the fee of the move with a cap of 50% of the Specific Contract/Order Form.

For moves outside the Normal Working Days, for each day of delay, the Contractor shall, upon claim by the EU Institution, pay liquidated damages of 10% of the fee of the move with a cap of 50% of the Specific Contract/Order Form.

Any combination of the above delays will not exceed the cap of the 50% of the Specific Contract.

Until the EC-LO has received a copy of the fully signed move completion report, the move will be considered to be delayed.

## **4.5. DISK SANITIZATION**

### ***4.5.1. Electronic Media Sanitization Basic Services***

To protect the confidentiality of the EUIs' information, IT Components and media purchased or leased by the EUI in the frame of this Framework Contract must be properly sanitized by the Contractor in the following cases:

- they are phased out (in exceptional cases, the EUI might decide not to apply Sanitization);
- they are taken back by the Contractor for repair or replacement.

The sanitization must be based on techniques and methods of media sanitization corresponding to the ones required for the European Commission's classification levels of media sanitization "Limited Basic". See Annex 3 to the SLR for details about the classification levels, and techniques and methods for each.

The Contractor will develop a Sanitization Procedure, get it approved by the EUI and apply it during the entire lifecycle of the IT equipment provided under the Framework Contract, if requested by the EUI. The EUI must first approve the Sanitization Procedure, including the Sanitization tools used.

This Sanitization Procedure must include at least the following elements:

- Conditions when the "Sanitization Procedure" applies: whenever the conditions defined in "Sanitization Reasons" become applicable to the media of the IT component.
- Sanitization Techniques: to be applied depending on the Sanitization Reasons (for more details about the techniques required as part of the services, check Annex 3 to the SLR).
- Sanitization Methods: depending of the Sanitization Technique and the type of media of the IT component.

- List of Sanitization Tools and versions used to apply the Sanitization Methods.

A certificate has to be submitted as a proof that the sanitization was done on the particular item. For multiple items, a single certificate is valid. The Elaboration of a Sanitization Certificate template has to be approved by the EUI, and must be delivered by the Contractor for all media / IT components which will be sanitized.

The EUI reserves the right to audit the sanitization activities performed by the Contractor at any moment.

Electronic Media Sanitization Basic Services have to be quoted and are part of the financial evaluation (see Annex 6 to the Tendering Specifications).

#### **4.5.2. Electronic Media Sanitization Extended Services**

This service is meant to be applied to selected IT Components and media purchased or leased by the EUIs in the frame of a Framework Contract, that are identified by the EUI as media in the European Commission's classification level "Limited High". See Annex 3 to the SLR for details about the classification levels, and techniques and methods for each.

Also as per Electronic Media Sanitization Basic Services, the same conditions concerning the Sanitization Procedure, Certificates and Audit apply for the Extended Services.

### **4.6. ADDITIONAL SERVICES**

Additional services are provided by the Contractor at a specific rate, specified in Annex 6 to the Tendering Specifications.

#### **4.6.1. Services outside of Normal Working Hours**

Occasionally, the EU Institutions may ask for services/interventions, as described in Section 4.2.2 above, outside of Normal Working Hours for servers which are covered by Standard Extended Guarantee. This service will be payable per person-hour.

These services will be ordered like professional services (see Section 4.3.4).

#### **4.6.2. 24 hours on-call**

A '24-hours on-call service' can be requested for the IT Engineer and System Architect. The 24-hours on-call service will be payable per person/week.

The person assuring this service will be on-call 24-hours a day and may be requested to carry out interventions at the premises where the person performs his or her normal duties during Normal Working Hours. The intervention will be payable at the price per hour worked during Extended Working Hours.

These services will be ordered like professional services (see Section 4.3.4).

### **5. LOGISTICS**

The Framework Contract will cover the provision of the following logistical support services, included in the contract management.

Some EUI's specifics for logistics and security are described in Annex 4 to the SLR. The Contractor is responsible to gather all prerequisites to successfully fulfil all logistical requirements, while respecting each EUI's specific processes, security measures, infrastructure constraints, etc.

## 5.1. ORDERING

The order process covers all the activities carried out for the acquisition of equipment, software and associated services by the EU Institutions. This includes all commercial aspects from pre-contractual contacts until signature of the Order Form by the EU Institutions (see Annex 5 to the SLR).

The EUIs can order either individually, through separate Order Forms per requested service, or bundled, through Provisional Order Forms.

A Provisional Order Form is an order to reserve an undetermined number of services (e.g. installation, moves, sanitization, etc.) which will be executed during a certain period until the maximum amount or the maximum term is reached. Separate Provisional Order Forms will be drawn up per ordering centre and per type of services (e.g. one for installations, one for moves, etc.).

In the case of Provisional Order Forms, the Contractor will be authorised to send invoices on a monthly basis, for all the services accepted by the EUI during this interval.

### 5.1.1. Ordering Process

- The EU Institution (EC-DG) initiates the order process by issuing a request for an offer (i.e. services and/or goods) to the Contractor (CSE).
- The EUI provides the necessary information such as the Order Form and type of installation, what needs to be installed and/or additional actions to be carried out, installation location and contact, generic or specific installation date(s)/time(s) and other information the EUI considers necessary (e.g. details on the configuration of hardware that is already present, if relevant).
- The Contractor's CSE returns a technical and financial proposal that meets the requirements within three (3) working days. The Contractor will take into account all information provided by the EUI and shall include all equipment required for installation purposes.
- The EU Institution (EC-DG) accepts the proposal, makes the Contractor change it or rejects it.
- Once the proposal is accepted by the EU Institution, the EU Institution requests an Order Form from the CSE (see Annex 5 to the SLR).
- The CSE drafts the Order Form, and sends it to the EU Institution within two (2) working days, which is duly signed, specifying the terms of the provision of services or supply of the goods, such as quantity, designation, quality, price, place and contact of delivery and time allowed for delivery, installation services (if applicable) and Extended Guarantee period (if applicable) in accordance with the conditions laid down in the Framework Contract.
- The EU Institution validates the Order Form and requests the Contractor to have it signed.
- The CSE signs the approved Order Form and sends a scanned version by email and two (2) originals by ordinary mail to the EU Institution within two (2) working days.
- An authorising officer of the EU Institution signs the Order Form, and sends one (1) original back to the Contractor.

#### 5.1.1.1. Liquidated damages

For each working day of the Contractor's delay in providing a proposal or signing the Order Form, the Contractor shall, upon claim by the EUI, pay liquidated damages of 1% of the total amount of the Order Form, with a cap of 50% of the Order Form.

### **5.1.2. Order Amendment Process**

The following conditions will apply in case of amendment of the Order Form:

- The Contractor has to agree on the conditions of the amendment with the technical official (EC-CIS).
- After the acceptance of the changes by the technical official (EC-CIS), the Contractor sends the amendment order proposal to the purchasing official (EC-LO/AGE or the purchasing officer of an EUI).
- The purchasing official (EC-LO/AGE or the purchasing officer of an EUI) validates the Order Form and requests the Contractor to have it signed.
- The CSE signs the approved Order Form and sends a scanned version by email and two (2) originals by ordinary mail to the EU Institution (EC-LO/AGE or the purchasing officer of an EUI) within two (2) working days.
- An authorising officer of the EU Institution signs the Order Form, and sends one (1) original to the Contractor.

The Order Form has to be amended in case there is a change in an amount and/or product to be delivered. Any change to the other conditions in the Order Form, has to be requested by the Contractor via official way to the purchasing official (EC-LO/AGE) who will trigger the acceptance or rejection process of the request. If the amendment is due to the Contractor, the EUIs may not modify the initial terms of the offer (e.g. delivery date).

The ordering EUI reserves the right to request a change of delivery date and/or change of delivery and/or installation location. The EUI will notify the Contractor at least ten (10) working days ahead of the initially scheduled delivery. The Contractor and the purchasing officer can agree on a change of location or date by email exchange.

In case of force majeure, delivery can be postponed for up to six (6) months.

On a case by case basis, the Parties can agree on other reasons to amend the Order Form.

#### **5.1.2.1. Liquidated damages**

For each working day of delay, the Contractor shall, upon claim by the EU Institution, pay liquidated damages of 1% of the total amount of the amended Order Form, with a cap of 50% of the Order Form.

## **5.2. DELIVERY**

The delivery process goes from receipt of the fully signed Order Form to the complete and order-compliant delivery of the ordered products.

The procedure includes logistical and contractual aspects, which ends either:

- With the signature of a Consignment Note, as the acceptance for payment of the delivered equipment (for equipment ordered without on-site installation in the same OF); OR
- With the signature of a Certificate of Conformity, as the definitive acceptance of the delivered equipment by the EU Institution (for equipment ordered with on-site installation in the same OF).

**Please note that the standard procedure for DIGIT will be that the signature of the Consignment Note will imply acceptance for payment of the delivered equipment.**

### **5.2.1. Requirements**

The Contractor must be able, on request, to give immediate information on the administrative status of an order at any time.

In the event of a change in the delivery date or if a problem occurs during the preparation or implementation of an order, the Contractor must immediately inform the EU Institution (i.e. provide the EUI with a description of the problem, state when the problem started, and what action it is taking to resolve the problem).

The EUI shall, during Normal Working Days and Normal Working Hours, provide access to its premises for delivery on the notified delivery date.

Deliveries shall be complete and all components shall be assembled prior to delivery. The Contractor shall bear all costs and risks associated with the delivery of the products to the place of delivery.

### **5.2.2. Delivery Process**

- The EUI sends the signed OF to CSE. The OF includes at least the following information: quantity, configuration, delivery address (and floor/room, if applicable), Delivery Lead Time, installation address (if applicable), invoice address and contact person details for delivery.
- The date of first receipt of the signed OF (e.g. by email or e-PRIOR) by the Contractor starts the Delivery Lead Time of six (6) weeks for servers and three (3) weeks for associated equipment, and thus defines the contractual delivery deadline.
- Within this Delivery Lead Time, and at least eight (8) working days before the delivery takes place, the Contractor will communicate to the delivery contact and the purchasing officer the foreseen delivery date along with a detailed inventory and configuration report of the equipment to be delivered. The configuration report should contain at least serial numbers of servers and hardware MAC addresses of on-board network cards.
- The ordering EUI confirms the proposed delivery date or negotiates with the Contractor a new date and/or place of delivery within two (2) working days of the EUI's receipt of the proposed date, which is then communicated to all counterparts, meaning Contractor, delivery contact and technical officer.
- The ordered items are delivered by the Contractor to the premises defined in the Order Form. They are then submitted to verification by the EU Institution.
- Each delivery shall be accompanied by a draft Consignment Note in duplicate, duly signed and dated by the Contractor or its carrier, giving the Order Form/Specific Contract number and particulars of the goods delivered (see Annex 6 to the SLR).
- One copy of the Consignment Note shall be countersigned by the EUI (or its representative) and returned to the Contractor or to his carrier. The signing of the Consignment Note by the EUI is simply an acknowledgment of the receipt of a delivery, and in no way implies conformity of the goods with the Order Form/Specific Contract.
- If no on-site installation of the equipment is ordered in the same OF as the equipment itself, the sending of the signed Consignment Note by the EUI will serve as a basis for the Contractor to send its invoice.
- If on-site installation of the equipment is ordered in the same OF as the equipment itself, the provisions on installation of Section 5.3 will apply.

### **5.2.3. Liquidated damages**

The actual delivery date shall not exceed the Delivery Lead Time.

Incomplete or wrong delivery is regarded as a delayed delivery until completion and/or correction.

For each working day of delay that goes beyond the Delivery Lead Time and is due to the Contractor, the Contractor shall, upon claim by the EU Institution, pay liquidated damages of 5% of the total amount of the Order Form, with a cap of 50% of the Order Form.

#### **5.2.4. Packaging**

The goods shall be packaged in strong boxes or crates or in any other way that ensures that the contents remain intact and prevents damage or deterioration. Packaging, pallets, etc., including contents, shall not weigh more than 500 kg, unless otherwise defined in the Order Form/Specific Contract.

The Contractor shall notify the EUI of its packaging terms at least two (2) weeks prior to the delivery date. The Contractor shall remove all packaging material used during delivery.

Unless otherwise specified in the Special Conditions, pallets shall be considered as one-way packaging and shall not be returned. Each box shall be clearly labelled with the following information:

- EU Institution and address for delivery;
- Contractor's name;
- Description of contents;
- Date of delivery;
- Number and date of Order Form/Specific Contract;
- Number of Framework Contract;
- EC code number of article.

The height of the Contractor's delivery vans may not exceed 4.5 m and only "EURO"-type pallets shall be used.

### **5.3. INSTALLATION**

The objective of this service is to provide the installation of products ordered under the Framework Contract.

This service is to be provided during Normal Working Hours. The installation procedure covers all activities of the Contractor's technical services to install the products. The procedure includes technical, logistical and contractual aspects, ending with the acceptance of the installed equipment (i.e. accepting both equipment and the installation thereof) or installation services (i.e. acceptance of the installation service itself) by the EU Institution.

As mentioned above, under Section 5.1, the EUIs can order either individually, through separate Order Forms per requested service, or bundled, through Provisional Order Forms. This also applies to ordering installations.

#### **5.3.1. Requirements**

For each product to be installed, the Contractor shall specify the technical installation requirements and any refurbishment necessary for the premises intended to house the products.

The EUI shall ensure that from then onwards the premises where the products are to be installed satisfy the conditions set out by the Contractor regarding access, air-conditioning and electric power supplies and are equipped with the necessary data transmission lines.



The EUI shall grant the Contractor access to its premises for the installation of equipment on the installation date, which must be duly notified by the Contractor to the EUI at least eight (8) Normal Working Days in advance.

### **5.3.2. Installation Procedure**

#### *5.3.2.1. Pre-installation process*

The pre-installation process covers all activities intended to validate the installation criteria according to the equipment to be installed.

Depending on the nature of the equipment to be installed or the type of installation services requested, a pre-installation meeting may be organised. A technical representative of the Contractor will be available for each Specific Contract for a pre-installation meeting organised on the EU Institution's premises. Pre-installation meetings can also be held through videoconferencing or by email exchanges. The checklist given in the Annexes could be used as a guideline for the various people involved in preparing the logistics to make sure that no restrictions are overlooked (see Annex 8 to the SLR).

The minutes of each pre-installation meeting should be drafted by the Contractor, unless otherwise agreed in this meeting.

The purpose of this meeting is to review practical issues related to installation of the products covered in the relevant Specific Contract. During the pre-installation meeting at least following information must be discussed:

- Installation location;
- Site survey;
- Provision of appropriate access;
- Options (external backup module, disk unit) that must be configured;
- Basic operating environment;
- Installation procedure and dates;
- Specific parameters (IP address, domain structure, dependencies, raid option,...);
- Verification of the signed CS regarding materials and specified service package for the Extended Guarantee services;
- Indicate any delivery constraint;
- Confirm the accepted delivery date.

The output of this meeting is a signed document that covers the above-mentioned items. This documents signed by the Contractor and the EU representative must be transmitted to the purchasing officer indicated on the Order Form.

#### *5.3.2.2. Installation*

Any lack of conformity resulting from incorrect installation of the goods delivered shall be deemed to be equivalent to lack of conformity of the goods if installation is part of the Order Form and the goods were installed by the Contractor or under its responsibility.

If the place of delivery is not the place of installation, the EUI shall arrange for goods to be moved at its own risk from the place of delivery to the place of installation and undertakes to notify the Contractor of the place of the move within five (5) Normal Working Days upon successful move of the goods to the installation site.

Installation will be done in conformity with the relative Order Form and Service Level Agreement and with the minutes of the pre-installation meeting and in accordance the methodology agreed in the pre-installation meeting, if appropriate.

#### *5.3.2.3. Description of the server installation at EUIs premises*

- Installing all the delivered components (hardware and software).
- Installing the server in the rack
- Connecting (cabling) the server to the network
- Configuring Raid1 for the Operating System installation
- Installing the different Operating Systems (Microsoft Windows, VMWare, Red Hat) when requested by the EUIs
- Installing the Management Tools
- Configuring the Management Tools and Operating System for network connectivity.
- Tests to validate the Operating System installation and the network connectivity

#### **5.3.3. Installation Process**

- Installation will be carried out, either:
  - If installation is ordered in the same OF as the equipment, the installation shall take place within the Installation Lead Time, i.e. one (1) month after signature of the Consignment Note by the EUI. The EUI and the Contractor can agree (e.g. during the pre-installation meeting) upon an earlier installation date.
  - If installation is ordered separately (either individually, or bundled through a Provisional OF), the EUI notifies the Contractor of its need to install one or several components, or one or several servers and proposes an installation date. The Contractor will confirm the proposed installation date or negotiate a new date with the EUI within two (2) Normal Working Days.
- The installation is performed, following the procedure in place by the ordering EUI. Depending on the EUI and the type of installation services requested, two (2) on-site visits of the Contractor's staff may be required.
- The Contractor shall notify the EUI of the date of completion of the installation.
- The Contractor shall remove all packaging material used during installation.

#### **5.3.4. Liquidated damages**

The date of completion of the installation by the Contractor cannot exceed the Installation Lead Time or the mutually agreed installation date (as applicable).

For each working day of delay, the Contractor shall, upon claim by the EUI, pay liquidated damages of 5% of the total amount of the Order Form, with a cap of 50% of the Order Form.

### **5.4. ACCEPTANCE**

The acceptance procedure applies to the following cases:

- A. Acceptance of the delivered goods and the installation service that was ordered in the same OF;

- B. Acceptance of the installation service which was ordered in a separate OF (be it ordered individually in a separate OF, or bundled in a Provisional OF).

The EUI will express its acceptance by signing a Certificate of Conformity ("COC", see Annex 7 to the SLR) within one (1) month of the finalization of the installation.

Acceptance and conformity implies that goods and services must:

- Correspond to the description given in the Tendering Specifications and possess the characteristics of the goods supplied by the Contractor to the EUI as a sample or model;
- Satisfy the conditions of quantity, quality, price and packaging laid down in the Framework Contract and in the relevant Order Form/Specific Contract;
- Be fit for any specific purpose required of them by the EUI and made known to the Contractor at the time of conclusion of the Contract and accepted by the Contractor;
- Be fit for the purposes for which goods of the same type are normally used;
- Demonstrate the quality and performance which are normal in goods of the same type and which the EUI can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made by the Contractor, the producer or his representative, particularly in advertising or on labelling;
- Be packaged according to the usual method for goods of the same type or, failing this, in a way designed to preserve and protect them (see Section 5.2.4).

#### **5.4.1. Requirements**

The Certificate of Conformity (see Annex 7 to the SLR) must contain at least:

- COC number;
- Framework Contract number;
- Order Form number;
- Place of installation;
- Description of the installed items;
- SNs of the equipment installed or equipment receiving additional components;
- Delivery address and date;
- Date of Consignment Note;
- Date on which installation was finalized by the Contractor;
- Date on which the EUI finalized its configuration tests.

All the signatures must be clearly identified by a name written in capital letters. Incomplete certificates will be considered as invalid and will be sent back to the Contractor for completion.

#### **5.4.2. Acceptance Process**

- As described under Section 5.3.3, the Contractor shall notify the EUI of the installation completion date.
- As of the installation completion date, the EUI shall conduct configuration tests and notify the Contractor of faulty operations (if applicable). If problems arise during configuration tests the Contractor must investigate and provide a solution. This may require an additional visit to the EUI's premises.

- If faulty operations appear, the Contractor shall remedy, and the EUI shall notify the Contractor as soon as the configuration tests have been completed to its satisfaction. The Contractor will then draft the Certificate of Conformity (including all information listed in Section 5.4.1) and send it to the EUI. The EUI shall sign the Certificate of Conformity within eight (8) Normal Working Days after receipt of the draft Certificate of Conformity.
- If no faulty operations are notified during configuration tests, the EUI signs the Certificate of Conformity within one (1) month of the installation completion date.
- After signature for final acceptance of the COC by the EUI, the Contractor will send the document to the purchasing officer indicated in the Order Form, so the invoice can be accepted and payment processed.
- If the EUI has not signed a Certificate of Conformity by the time seventy-five (75) Normal Working Days have elapsed since the delivery date, and if no issues are pending, the relevant goods and/or services are considered to be accepted by the EUI. The Contractor may then send its invoice to the purchasing officer for payment.

If goods are ordered without on-site installation in the same OF, the EUI will accept the Contractor's invoice for payment on the basis of the signed Consignment Note (see also Section 5.2, above).

### **5.4.3. Liquidated damages / Remedy**

The Contractor is liable for any lack of conformity or hidden defect which exists at the time of delivery, even if this defect does not appear until a later date.

In the event that the lack of conformity becomes apparent during the installation, the EUI shall be entitled:

- To have the goods brought into conformity, free of charge, by repair or replacement; OR
- To have an appropriate reduction made in the price.

Any repair or replacement shall be completed within a reasonable time and without any significant inconvenience to the EUI, taking account of the nature of the goods and the purpose for which they are required by the EUI. The term 'free of charge' above refers to the costs incurred to bring the goods into conformity, particularly including the cost of carriage, labour and materials.

## **6. DESCRIPTION OF PROCESSES AND PROCEDURES**

### **6.1. TECHNICAL SUPPORT PROCESSES**

Concerning the central service desk of the Commission, please refer to Annex I of the GTCs (as replaced by Annex 12 of the Tendering Specifications).

#### **6.1.1. Incident management**

##### **6.1.1.1. Process flow**

Electronic exchanges via EIS (Electronic Interface for Suppliers) between the Central Helpdesk of the Commission and the Contractor in these sections will need to comply with Annex I of the GTCs (as replaced by Annex 10 to the Tendering Specifications).

- A user experiencing an issue with a server will refer the incident to his local service desk (SD ITIL or LSD).

- The local service desk will, if required, involve the Central Helpdesk (CHD), who will contact the Contractor.
- A request for action from CHD is assigned to the Contractor.
- The Contractor will acknowledge via EIS to CHD that the incident was received, together with a unique incident number (automatic).
- Once the incident is transferred to the FST (call-back response time), the Contractor should formally accept the ticket ("Supplier response" action, see Flow 8 of Annex 10 to the Tendering Specifications).
- If the Contractor believes the incident is not covered by the Contract, it can send the incident back to the CHD, using the "supplier retrieve" (see Flow 7 of Annex 10 to the Tendering Specifications) close call. This message must clearly specify the reasons why the incident was not accepted.
- Once the incident is closed, the Contractor sends a "supplier resolved" message to CHD. This message must clearly specify the problem diagnosis and the actions carried out by the technician to restore system functionality.
- The Contractor will send a "supplier pending" message to the CHD and stop the clock in the following cases only: missing information which prevents the supplier to identify and confirm that the server is covered by Extended Guarantee, invalid serial number, missing information which is essential to solve the incident, building or room not accessible, wrong address, or EUI contact not available.

The CHD will set a priority for each incident that is opened. The Contractor service desk will confirm the priority level at call-back. The Contractor must be prepared for quick on-site interventions for all Extended Guarantee levels.

<b>Priority</b>	<b>Impact</b>
<i>Priority 1</i> <i>Critical</i>	Major outage affecting a large number of customers or a business unit. Critical business commitments cannot be met. Financial, market image, or regulatory implications.
<i>Priority 2</i> <i>High</i>	System or application usable with severe restrictions. Performance severely degraded. Financial, market image, or regulatory implications.
<i>Priority 3</i> <i>Medium</i>	Incidents affecting a small number of users. Must be resolved but do not impact service level agreements. This is the default priority.
<i>Priority 4</i> <i>Low</i>	Incidents that do not directly affect customer's productivity. Workaround available.

**Table 3: Incident priority levels**

#### 6.1.1.2. Metrics

- Process                      Incident management
- Start                            CHD sends email to Contractor
- End                               Contractor sends incident resolution email to CHD

- Process owner Contractor's AM for the EC

### 6.1.1.3. Key Performance Indicators and liquidated damages

- **Indicator 1: call-back time**

For each server affected by an incident where the call-back time for the Extended Guarantee level was not respected, liquidated damages will be calculated:

For each 15 minutes increment that the call-back time is above the level set, liquidated damages of 4% of the yearly Extended Guarantee fee for an incident of priority 1, 2 or 3 will apply.

For delays in the resolution of incidents of priority 4, no liquidated damages are due.

The liquidated damages for call-back time are capped at 20 hours. The conditions concerning the liquidated damages and the cap apply to every recorded incident.

- **Indicator 2: incident resolution time**

For each server affected by an incident that was not resolved within the agreed incident resolution time for the Extended Guarantee level, liquidated damages will be calculated:

For each full hour that the resolution time of the incident is above the resolution time set, liquidated damages of 4 % of the yearly Extended Guarantee fee for an incident of priority 1 will apply.

For each full hour that the resolution time of the incident is above the resolution time set, liquidated damages of 1 % of the yearly Extended Guarantee fee for an incident of priority 2 will apply.

For each full hour that the resolution time of the incident is above the resolution time set, liquidated damages of 0.5 % of the yearly Extended Guarantee fee for an incident of priority 3 will apply.

For delays in the resolution of incidents of priority 4, no liquidated damages are due.

The liquidated damages for incident resolution time are capped at 200 hours. The conditions concerning the liquidated damages and the cap apply to every recorded incident.

### 6.1.1.4. On-site intervention

If the customer requests that the on-site intervention gets scheduled to a specific date and time, an appointment must be made. In this case, the clock stops between the receipt of the email or telephone call and the time agreed for the beginning of the action ("Supplier On-Site", see Flow 9 of Annex 10 to the Tendering Specifications).

If the FST cannot reach the contact person or if he cannot access the equipment, he shall immediately notify the CHD and provide the reason why the intervention cannot take place. The CHD will take the appropriate measures. The FST shall not leave before having received specific instructions by the CHD.

### 6.1.2. Problem management

In case the EC-CIS Unit detects a technical problem with a server or associated equipment, the following actions will be taken:

- The EC-CIS unit will organise an ad-hoc meeting with the Contractor, in order to acknowledge the problem's existence and its impact. An inventory containing all incidents (and/or all devices impacted) associated to the problem will be established by the Contractor;
- The Contractor will send the EC-CIS unit within one week an action plan to solve the problem; the action plan and the solution have to be approved by the EC-CIS unit;

- The progress on the action plan will be monitored in the progress meetings.

The monthly liquidated damages arising from the incidents associated to the problem will not be claimed by the EU Institution until the problem is resolved.

### **6.1.3. Change Requests**

The Contractor will guarantee the continued supply of the different types of server models, according to the technical specifications of this call for tenders (Annex 3 to the Tendering Specifications). Each server model must have a potential lifetime of at least twelve (12) months. Changes affecting the functional and/or performance characteristics of the servers will not be permitted during this period, except at the Commission's initiative.

Any other changes to the server models, their options and accessories will, depending on their impact, be classified as minor or major. A change will be reported in written form, including the technical details proposed comparing them to the previous model, together with an estimate of the date at which the change should enter into effect.

Before any change is implemented, be it minor or major, the explicit approval of the Commission is implemented through an amendment to the Framework Contract.

Changes for corrective actions can be submitted by mutual agreement and applied immediately.

Additional configurations that are different from the reference categories defined in the tender might be introduced on request of the Commission (see Section 6.1.4).

EC-CIS/TEC will be in charge of the acceptance of the reference model and all modifications or additional accessories included in the Framework Contract.

- A change request will be notified in written form, together with an estimate of the date at which the change should enter into effect, (at the latest twelve (12) weeks after the notification) and including the technical and financial details proposed in comparison to the current model. The Contractor has to provide to the Commission all requested technical data concerning the change within the format requested by the Commission.
- A sample of the proposed new model will be delivered to the Commission in order to evaluate the suitability of the change.
- The Commission will accept or refuse the change request by answering in writing within maximum three (3) calendar months after the change notification.
- If the change is refused, the sample of the proposed equipment will be immediately available to the Contractor, at its own expense.

### **6.1.4. Additional configurations**

Additional configurations that are different from the reference categories defined in the tender might be introduced on request of the EUIs or/and of the Contractor through an amendment to the Framework Contract.

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.

The acceptance document is available in Annex 1 to the SLR.

## **6.2. REPORTING AND MONITORING PROCESSES**

### **6.2.1. Progress and quality meetings**

A progress and quality meeting will take place every month on premises of the European Commission. The date and location of the next meeting will be agreed on at the end of the meeting.

The participants in these meetings will be:

- For the Commission: CHD, EC-CIS, EC-PC and EC-LO
- For the Contractor: AM, PC, QC, FSS and PS

Other participants may be invited to the meetings, depending on the agenda.

The objective of these meetings is to discuss the progress of the services provided (logistical and technical), and how to improve their quality. The Contractor sends the agenda for each meeting at least five (5) working days before the meeting. The Commission may request to add additional items to the agenda.

After every progress and quality meeting the Contractor drafts the meeting minutes and makes them available to the Commission within five (5) working days after the meeting was held.

For each working day of delay in making the meeting minutes available, the Commission may request liquidated damages of 100 EUR from the Contractor.

### **6.2.2. Ad hoc meetings**

Additional meetings may be called by the EU Institution or the Contractor with advance notice of at least three (3) working days before the meeting.

After every ad-hoc meeting, the Contractor drafts the meeting minutes, which will be made available to the EUI within five (5) working days after the meeting was held.

For each working day of delay in making the meeting minutes available, the EUI may request liquidated damages of 100 EUR from the Contractor.

### **6.2.3. Deliverables**

This is an indicative list of documents which must be provided as part of the Contractor's services during contract performance:

- progress meeting report: the report which contains the minutes of the monthly follow-up meeting;
- change request: form for the change request process;
- order information follow-up: the file which contains all orders and delivery information for the relevant EUI or all EUIs, depending on the scope of the question;
- performance indicators: the file created by the Commission which indicates the performance, and which should be crosschecked by the Contractor;
- inventory details: a document providing an overview of all products purchased by the EUIs, upon their request;
- service level quality report: a table with statistical information about the service level performance of the different processes (e.g. ordering, deliveries,...);
- monthly consumption report: a table with information about the expenditure of all EUIs and DGs per calendar month, including a cumulative overview from day one in the Framework Contract to date.



#### **6.2.4. Expenditure reports**

The Contractor will draw up expenditure reports every six (6) months, detailing the expenditure of the EUIs, and send it to the EC-PC/CTR. Each report will build upon the information which was provided in the previous reports, so as to give an overview of the expenditure in the past six (6) months, as well as the overall expenditure during the lifetime of the Framework Contract. The report will split up expenditure into categories:

- Acquisitions of servers and associated equipment;
- Leasing of servers and associated equipment;
- Extended Guarantee, upgrades and associated services.

## **7. LIST OF ANNEXES**

1. Request Acceptance Form
2. Specifics for EEAS
3. European Commission's Electronic Media Sanitization – Classification levels of media, techniques and methods
4. Specifics for logistics and security
5. Order Form template
6. Consignment Note template
7. Certificate of Conformity template
8. Logistics Checklist