

**Provision of Internet connectivity and fixed telephony services for the Agency  
for the Cooperation of Energy Regulators**

**Service Contract**

TENDER SPECIFICATIONS

OPEN CALL FOR TENDERS

ACER/OP/ADMIN/12/2016

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## 1 TITLE OF THE INVITATION TO TENDER

Provision of Internet connectivity and fixed telephony services for the Agency for the Cooperation of Energy Regulators, invitation to tender no. ACER/OP/ADMIN/12/2016.

This tender is not divided into lots.

## 2 BACKGROUND INFORMATION

The Agency for the Cooperation of Energy Regulators ('the Agency') is a European Union body, established in 2009 by Regulation (EC) No 713/2009<sup>1</sup> and operational since 2010. Based in Ljubljana, Slovenia, the Agency is central to the liberalisation of the EU's electricity and natural gas markets.

The Agency works towards a competitive, sustainable, secure and transparent Internal Energy Market for the benefit of all consumers in the European Union (EU). Its overall mission is to assist National Regulatory Authorities (NRAs) to perform their duties at the EU level and to coordinate their actions whenever necessary. The Agency thus cooperates closely with NRAs, but also with EU institutions, European associations of stakeholders and market participants, especially the European Networks of Transmission System Operators (ENTSOs), to deliver a series of instruments for the completion of a single EU energy market.

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

- supporting the European market integration: this is mainly done through the development of common network and market rules, as well as through the coordination of regional initiatives which are concrete efforts from market participants to work towards greater integration;
- advising the EU institutions on trans-European energy infrastructure issues: the Agency issues opinions on the ten-year network development plans with a view to making sure that these are in line with the priorities set at EU level. Additional tasks in this area have been assigned to the Agency by Regulation (EU) No 347/2013<sup>2</sup> on guidelines for trans-European energy infrastructure;
- energy market monitoring: the Agency has a general mission in terms of market monitoring at the EU level and has, since the end of 2011, a very specific responsibility when it comes to monitoring wholesale energy trading under Regulation (EU) No 1227/2011<sup>3</sup> on wholesale energy market integrity and transparency ('REMIT').

More information on the Agency can be found on its website: [www.acer.europa.eu](http://www.acer.europa.eu).

## 3 OBJECTIVE OF THE CONTRACT

The Agency wishes to enter into a Service Contract (hereinafter referred to as 'the Contract') according to which the Contractor shall provide the Agency with high quality, always-on, worldwide available and cost effective telecommunication services.

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

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

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

## **4 DESCRIPTION OF SERVICES**

The services to be provided include internet connectivity and fixed telephony services.

The Agency is, at present, located at Trg republike 3, Ljubljana, Slovenia. The Agency's offices are located on the ground floor, 1<sup>st</sup>, 2<sup>nd</sup>, 6<sup>th</sup>, 10<sup>th</sup>, 12<sup>th</sup> and 14<sup>th</sup> floor of the main building, and might expand to other floors and/or parts of the building.

The premises are already provided with horizontal cabling which connect the Data Centres, where the distributions are located, with the Agency's offices.

The tenderer shall provide the following service:

### **4.1 Internet connectivity services and fixed telephony**

The fixed telephony connectivity shall include:

- VoIP lines and
- Analogue lines.

VoIP shall allow full national and international dialling with a possibility to block access to premium rate numbers on these lines.

The Agency's services should not be disrupted by changing numbers. The Agency therefore needs to retain its current numbers and numbering independent of the Contractor selected (utilising fixed number portability).

The Agency is currently using three (3) blocks of 140 VoIP lines in total with the prefix '+386 (0)8' (a block with the prefix '+386 (0)8 2053', a block with the prefix '+386 (0)8 2004' and a block with the prefix '+386 (0)8 2006') and 6 analogue lines with the prefix '+386 (0)1'.

### **4.2 VoIP connectivity**

The tenderer shall offer the same three blocks of 140 VoIP lines as mentioned above. In addition, the Contractor shall provide one block of additional thirty (30) VoIP lines to be attributed to the PABX upon the entry into force of the Contract. The tenderer shall be able to ensure business continuity of the already activated telephone numbers and a seamless transition for both external and internal users.

During the implementation of the Contract, tenderer shall be able to provide additional consecutive numbers and the corresponding phone devices with the aim to cover possible future needs of the Agency; see table 1 below for detailed information.

The VoIP connectivity shall include:

- A complete phone system (VoIP PABX) which shall be able to serve from 170 to up to 325 VoIP lines which should work connected to PoE (Power over Ethernet) switches;
- The PABX should allow central Contact list;
- 10 PoE network switches to give the possibility to install at least 24 phones per switch. During the implementation of the Contract, the Contractor shall be able to provide an additional PoE network switch in order to cover possible future needs of the Agency;
- 140 VoIP phone devices (135 desk phones and 5 VoIP conference phones which features

are described below).

The Contractor shall be obliged to provide collateral services such as DHCP server and a configuration provisioning system with the aim to fully automate and centralise the installation and configuration of the phone devices.

VoIP phones shall have at least, but not limited to these basic functionalities:

- DDI,
- CLIP,
- the possibility of putting callers on hold,
- internal transfers between the extensions,
- the possibility to divide users by groups, pick-up the call if a user in the same group is out of office,
- answering machine that could play pre-recorded message in case of absence and record caller's message,

In addition, the tenderer shall include at least, but not limited to, the following details of added value services: the possibility to distinguish between private and business calls (i.e. by adding a specific digit in front of dialled number) and the possibility for separate invoicing for private and business calls.

The Contractor shall be obliged to provide additional VoIP conference phones (see table 1 below for detailed information); to be installed at the Agency's premises. The conference phones should ensure a microphone pickup range of at least five (5) meters in a range of 360 degrees and provide an acceptable sound level to a listener, and shall include an additional external microphone to eventually increase the range of activity for bigger meeting rooms. The VoIP conference phones shall use PoE connections to minimise the use of power cables and shall support remote configuration provisioning with the aim to allow the Agency's staff to easily relocate them through the offices/meeting rooms.

The PABX shall be installed at the Agency's premises or hosted at the Contractor's location. If the latter applies, the Contractor shall sign a confidentiality agreement to ensure the confidentiality of the Agency's communications. This solution shall be able to provide detailed call records. The solution must give the Agency the possibility to print/download reports that include related costs per day to enable allocation of costs to different users. The Contractor shall provide services/applications for service monitoring and reporting tools.

The tenderer shall include in its offer a proposal for the provision of the services and rented equipment.

The IP line which will be used by the fixed telephony VoIP system must be logically and/or physically separated from the line requested for the Internet connectivity.

The Contractor must ensure that in case the Internet connectivity is unavailable (as described under point 4.4); fixed telephony shall continue to work properly in accordance with the requirements described in these Tender Specifications.

The Internet connectivity line shall have an option potentially to be used as a temporary backup for the fixed-line telephony for no more than 48 hours. Tenderers are encouraged to have in place an automatic switching mechanism in order to accomplish this.

The tenderer must declare which audio codecs will be used for VoIP fixed telephony. These protocols should provide an effective use of the bandwidth without imposing a loss in audio quality.

### 4.3 Analogue connections

The tenderers shall offer six (6) analogue lines (copper pairs) and four (4) corresponding analogue phone devices. This is to enable a bypass of the PABX. The six (6) analogue numbers shall include the Agency's already existing analogue line telephone numbers (see table 1 below for detailed information).

The Contractor shall ensure business continuity of the already activated telephone numbers and a seamless transition for both external and internal users.

During the implementation of the Contract, the Contractor shall be able to provide additional analogue numbers and the corresponding phone devices with the aim to cover possible future needs of the Agency (see table 1 below for detailed information).

### 4.4 Internet connectivity

The Agency requires low-latency Internet access for the following purposes:

- To allow users on the LAN to access the internet for any kind of traffic;
- To allow sending and receiving e-mails via SMTP;
- To allow external access to the internet site and other internet based information services published by the Agency;
- To deploy VPNs to allow connections from/with remote locations. Due to the nature of these services 24x7 availability is crucial.

The Internet connectivity shall include:

- Backup line
- Full open Internet access with no filtering/QoS of any kind
- DNS and store-and-forward mail services
- Bandwidth

Main Internet line: Fibre optic connection with a speed of **minimum 100 Mbps in upload and minimum 100 Mbps in download**, seamlessly upgraded to a higher speed if required.

The tenderer shall include in the offer at least the following two (2) proposals:

- One (1) proposal for a higher speed for the main Internet fibre optic connection than the one described;
  - One (1) proposal for a speed of **minimum 1 Gbps in upload and minimum 1 Gbps in download** for the main Internet fibre optic connection.
- Addressing

The Contractor shall allocate a public IP address range in order to facilitate autonomous routing. The Agency already has **32 IP addresses** assigned by the Slovenian branch of RIPE which the Contractor shall retain for continuity reasons, to assure a safe transition of services also after the conclusion of the Contract with the Contractor.

The Contractor shall provide **additional IP addresses**, namely 16 static IP addresses and additional IP addresses as required by the Agency (see table 1 below for detailed information).

- Redundancy

All provided connections must be fully redundant, namely the redundancy for Internet connections must be at the level of network operators. All connections must be configured in a way to ensure seamless and automated failover in case of connection failure.

The service shall include the physical set-up of the connections at the Agency's premises together with necessary network equipment to properly secure the connection on the Agency's side. The provision of a redundant connection shall be considered as part of the single physical network connection and should not be counted as another connection.

- Tunneling

All connections should support the use of VPN tunnelling.

- Backbone

The tenderer shall include details of their backbone topology and peering points with the rest of the Internet.

- Local loop

The Contractor shall be responsible for the delivery of the local loop. The cost related to this shall be included in the financial offer of the tenderer and shall not be indicated separately.

The tenderer shall provide information on network latency to main European hubs as well as information concerning packet loss within its network

- Backup Internet connection

Copper connection shall have a speed of **minimum 50 Mbps in upload and minimum 50 Mbps in download**, seamlessly upgraded to a higher speed if required.

The tenderer shall include in the offer the following two (2) proposals:

- One (1) proposal for a higher speed for the backup Internet copper connection than the one described;
- One (1) proposal for a speed of **minimum 100 Mbps in upload and minimum 100 Mbps in download** for the main Internet fibre optic connection.

- Business continuity

In order to comply with the Agency's business continuity standards, the Contractor shall provide the above mentioned back-up Internet connection based on a different, redundant hierarchical network topology or a different provider.

The tenderer can propose added-values services like, but not limited to, monitoring and reporting tools.

**Table 1: Summary of services**

No.	Services	Current quantity (in use)	Quantity to be provided by the Contractor upon the signature of the Contract	Additional quantity that may be ordered during the implementation of the Contract	Maximum quantity available under the Contract
	A	B	C	D	E = C+ D
1.	<b>VoIP lines</b>	<b>140</b>	<b>170</b>	<b>155</b>	<b>325</b>
2.	<b>VoIP desk phone</b>	<b>135</b>	<b>165</b>	<b>140</b>	<b>305</b>
3.	<b>VoIP conference phone</b>	<b>5</b>	<b>5</b>	<b>15</b>	<b>20</b>
4.	<b>Analogue line</b>	<b>6</b>	<b>6</b>	<b>5</b>	<b>11</b>
5.	<b>Analogue phone device</b>	<b>4</b>	<b>4</b>	<b>5</b>	<b>9</b>
6.	<b>PoE network switch</b>	<b>8</b> (with 24 ports per switch)	<b>10</b> (with at least 24 ports per switch)	<b>5</b> (with at least 24 ports per switch)	<b>15</b>
7.	<b>IP address</b>	<b>32</b>	<b>32</b>	<b>48</b>	<b>80</b>
8.	<b>Internet connectivity</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>6</b>

#### **4.5 Service Level Agreement (SLA)**

A Service Level Agreement (SLA) shall form a part of the Contract. The tenderer shall include in their offer a draft SLA which shall include at least the following:

– Roles and responsibilities:

It shall include contact persons of the Contractor and the Agency, clearly identified with their names, e-mail addresses, and telephone numbers. The selected Contractor shall provide at least one contact person as the account and service manager, who shall act as an interface for all Contractual, technical and operational matters.

The Agency shall provide at least one contact person as the administrative and service manager, who will be the interface for all technical and operational matters.

– Helpdesk services which shall have the following characteristics:

- 24h/7 availability of a dedicated telephone customer service accessible from all over the world which shall be able to communicate in the English language;
- Helpdesk support to be provided during Agency's office working hours from 9h00 to 17h00;
- The support for the equipment managed exclusively via the helpdesk;
- Maintenance/repair/replacement service, which must be available during Agency's working days for the hardware/devices supplied by the Contractor.

#### **Service availability and metrics**

The Voice Service availability shall be defined by indicators that take into account all network infrastructure elements that intervene in the establishment of a qualitatively good outgoing

and/or incoming voice call on the tenderer's network.

The Contractor shall provide telephony and internet services at a minimum availability level of 99.95% each month. The target value has to be as follow: less than 22 minutes network down-time per month = maximum 22 minutes network down-time allowed.

- Quality of the billing and invoicing

This aspect shall measure the quality of billing and the frequency and timeliness of the invoicing. Invoices shall be delivered by e-mail once a month.

The billing report shall contain all the details of the consumption with clear indication of the type of service and the price of the unit or the rating unit. Voice and data costs shall be clearly indicated in a separate section of the invoice.

In case of unclear invoices or billing errors or disputes on the billing items, the payment process will be suspended until all the errors or the controversy will be clarified.

- Interruption of the service (non-compliance)

In case of a non-compliance with any of the target values set out in the SLA attributable to the Contractor, the Agency may impose penalties on the Contractor.

- Planned interventions

Planned interventions are not considered as outages. However, as the term itself implies, they must be planned upfront.

Planned interventions can be requested either by the Agency or by the Contractor, and must strictly respect the following limitations:

- a request must be submitted to the Agency and all parties must be notified at least 2 weeks in advance,
- planned interventions which cause 'NO SERVICE' must never take place during office working hours (07h00- 20h00).

- Validity and review process

The SLA shall enter into force upon the signature of the Contract. The SLA shall remain valid until superseded by a revised SLA mutually agreed by both parties.

A modification of the SLA may take place for the following reasons:

- to keep it up to date with respect to the regulatory matters (e.g. new definitions or regulations published by the official regulatory bodies),
- to adjust target values or penalties which would have turned out to be inadequate or unsatisfactory.

#### **4.6 Migration of services**

The Agency has currently in place a Contract for the provision of Internet connectivity and fixed telephony services. To ensure the seamless migration of these services from the current provider to the selected Contractor, the Contractor shall provide for the running-in and running-out phases of the Contract which shall not cause any disruption of the telephony and internet services for the Agency during the migrations.

The Contractor shall include detailed migration plans for both the running-in and running-out phases of the Contract. In particular, tenderers must ensure the following:

- for the running-in phase:
  - an effective and smooth migration of all the settings installed by the current Contractor (i.e. connectivity, numbering) to the selected Contractor,
  - a seamless portability/migration of the current numbering.
- for the running-out phase:
  - an effective and smooth migration of all the settings installed during the implementation of the Contract (i.e. connectivity, numbering, etc.) to an eventual new Contractor. Any costs related to the migration shall be borne exclusively by the selected Contractor and shall not represent any additional cost to the Agency.

In addition, during the implementation of the Contract, if the Agency relocates from its current premises, the Contractor shall provide the relocation of all existing fixed telephony and internet infrastructure, so that the related services are seamlessly migrated to the possible new premises. Tenderers must describe in their offer any action to drastically reduce downtime in the case of this removal. The new premises shall be located in Ljubljana. The selected Contractor shall be informed at least a three (3) months in advance of the new location of the premises and the exact date of the move.

## **5 PARTICIPATION IN THE CALL FOR TENDER**

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

Pursuant to Article 119 of the Financial Regulation<sup>4</sup>, the participation is also open to all natural and legal persons from non-EU countries that have a ratified agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. The Agency can therefore accept offers from and sign Contracts with tenderers from 34 countries, namely: the 28 EU Member States, 3 European Economic Area (EEA) Countries (Lichtenstein, Norway, Iceland) and 3 Stabilisation and Associations Agreements (SAA) Countries (the Former Yugoslav Republic of Macedonia, Albania and Montenegro). The Agency's procurement procedures are not open to tenderers from countries covered by the Agreement on Government Procurement (GPA).

## **6 VARIANTS**

No variants are permitted.

## **7 DURATION AND SIZE OF THE CONTRACT**

The Contract shall have an initial duration of two (2) years as from date of signature and may be renewed up to two (2) times, each time for an additional period of one (1) year. The total duration of the Contract shall not exceed four (4) years. The Agency reserves the right to

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<sup>4</sup> Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).

cancel the Contract with the Contractor whose services are deemed to be of a quality below the required standards and procedures.

The maximum budget available for the total duration of the Contract (up to four (4) years) shall be EUR 400,000.00 excluding VAT.

The estimated date for signature of the Contract is December 2016.

## **8 DOCUMENTS AVAILABLE TO THE TENDERER**

- Contract notice published in the Official Journal of the European Union (OJ EU) 2016/S 370108 on 22.10.2016.
- Invitation to tender and annexes.
- Other documents, as mentioned in these tender specifications.

## **9 CONTRACTUAL FRAMEWORK**

### **9.1 Type of contract**

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

The Contract will lay down the legal, financial, administrative and technical conditions applicable throughout its period of validity, including price indexation. The draft Contract is attached as Annex III to this invitation to tender.

The Agency may carry out a mid-term review nine months prior to the expiry of the initial duration of the Contract. In case the outcome of the review is that either the relation between the Contract prices and the market prices of the services required under these tender specifications changed considerably (the difference in the calculation of the reference prices as set in point 19.2 of these tender specifications is equal to or more than 30% of the contract prices) or the technology and/or the equipment offered is obsolete, the Agency may no longer use the Contract and/or may decide not to extend it.

### **9.2 Joint tender**

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Each legal entity of the group will be required to sign the Contract in case of award, and shall assume joint and several liability towards the Contracting Authority for the fulfilment of the terms and conditions of the Contract.

Any change in the composition of the group during the procurement procedure may lead to the rejection of the tender. Any change in the composition of the group after the signature of the Contract may lead to the termination of the Contract.

The group shall nominate one legal entity ("the leader") who will have full authority to bind the group and each of its members, and will be responsible for the administrative management of the Contract (invoicing, receiving payments, etc.) on behalf of all other entities.

### **9.3 Sub-contracting**

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

the work.

In case of sub-contracting the Contractor shall retain full liability towards the Contracting authority for implementation of the Contract.

Any change in sub-contracting during the procurement procedure may lead to the rejection of the tender.

Any change in sub-contracting after the signature of the Contract is permitted only with the prior written consent of the Agency and may lead to the termination of the Contract.

## **10 CONTRACTORS' OBLIGATIONS**

### **10.1 Employment law applicable to transfers of undertakings**

Tenderers are reminded that their offer must be established in conformity with the applicable national and European employment legislation regarding the transfer of undertakings, and specifically Directive 2001/23/EC<sup>5</sup> and its national implementing measures. In particular, the Contractor should take note of the provisions on safeguarding employees' rights in the event of a change of employer as a result of a legal transfer.

### **10.2 Confidentiality – personal data**

While implementing the services, and especially when data is electronically processed, the Contractor shall respect the applicable legislation concerning data protection as stated in Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data,<sup>6</sup> implemented at the Agency by Director Decision 2011-027 of 19 December 2011.

## **11 LANGUAGE**

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

## **12 PAYMENT METHODS**

Provisions related to payment are laid down in the draft Contract (Annex III to the Invitation to tender). Payments will be made exclusive of VAT, as the Agency is exempt from all duties and taxes, including value added tax (VAT), under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. Invoice(s) presented by the Contractor must specify the amount(s) exclusive of VAT.

The services will be invoiced on the basis of the services provided after full delivery and approval of progress report(s) and/or final report(s) and in line with the payment schedule described in the relevant specific Contract.

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<sup>5</sup> Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or part of undertakings or businesses, OJ L 82 of 22.03.2001, p. 16.

<sup>6</sup> OJ L 8/1, 12.1.2001

### 13 PRICES

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

From the beginning of the second year, prices may be revised upwards or downwards according to the monetary union index of consumer prices (MUICP index) for Eurozone and the method laid down in the Contract.

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

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

### 14 SUBMISSION OF TENDERS

The tenderer's offer should include:

- A. A dated cover letter signed by the tenderer's legal representative.
- B. Duly completed reference table related to the exclusion and selection criteria (see Annex I.A to these tender specifications).
- C. Duly filled in, signed and dated declaration on honour on exclusion criteria listed under Section 15 of these tender specifications (model provided in Annex I.C to these tender specifications).
- D. All the documents relating to the selection criteria listed in Section 16 of these tender specifications.
- E. The technical tender, as described in Section 17 to of these tender specifications.
- F. The financial offer based on the model in Annex II to the invitation to tender, duly filled in, signed and dated by the tenderer.
- G. A detailed official price list of all the services the tenderer offers as described in Section 18 of these tender specifications signed and dated by the tenderer.

In case the offer involves sub-contracting or the tender is submitted by a consortium or grouping of service providers, the tender must contain additional information as specified in Sections 15 and 16 of these tender specifications.

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

**The working language of the Agency is English.**

## 15 EXCLUSION CRITERIA

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

### 15.1 Exclusion from participation (Article 106, Financial Regulation)

Tenderers shall be excluded from participation in this procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- (c) they have been guilty of grave professional misconduct proven by any means which the Contracting authority can justify including by decisions of the EIB and international organisations;
- (d) they are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting authority or those of the country where the Contract is to be performed;
- (e) they or persons having powers of representation, decision-making or control over them have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;
- (f) they are subject to an administrative penalty referred to in Article 109(1).

### 15.2 Exclusion from award of contracts (Article 107, Financial Regulation)

The Contract shall not be awarded to tenderers who, during the procurement procedure for this Contract:

- (a) are subject to a conflict of interests.
- (b) are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the procurement procedure, or fail to supply that information.

### Evidence

1. Tenderers shall provide a declaration on their honour, **duly signed** and **dated**, stating that they are not in one of the situations referred to in Articles 106 and 107 of the Financial Regulation, using the form provided in Annex I.C to these tender specifications.
2. The tenderer to whom the Contract is to be awarded shall provide, within a time-limit specified by the Contracting Authority and prior to the signature of the Contract, the following evidence in support of their declarations:

The Contracting authority shall accept as satisfactory evidence that the tenderer to whom the Contract is to be awarded is not in one of the situations described in points (a), (b) or (e) of Article 106(1) of the Financial Regulation, a **recent extract from the judicial record** or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are

satisfied. The Contracting authority shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (a) or (d) of Article 106(1) of the Financial Regulation, a **recent certificate issued by the competent authority of the State concerned**.

The extract from the judicial record and administrative certificates can be regarded as recent if they are not more than one (1) year old starting from their issuing date and are still valid at the date of their request by the Contracting authority.

Where the document or certificate referred to in the paragraph above is not issued in the country concerned and for the other cases of exclusion referred to in Article 106 of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

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

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

#### **Tenders submitted by consortia or groups of service providers – tenders involving sub-contracting:**

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

The tenderers proposed for award of the Contract must furnish, within the time-limit specified by the awarding authority and prior to the signature of the Contract, the evidence listed above, corroborating the declaration on their honour, in respect of each economic operator forming part of their consortium or group of service providers.

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

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

## **16 SELECTION CRITERIA**

Tenderers must demonstrate that they have the necessary economic, financial, technical and professional capacity to perform the tasks described in these tender specifications in accordance with the payment schedule specified in the draft Contract at Annex III to the Invitation to Tender.

Where the offer is submitted by a consortium or group of service-providers, the economic and financial capacity must be ascertained at the level of each economic operator forming part of the consortium or group. Technical and professional capacity may be ascertained at

consortium or group level, or at the level of each member of the consortium or group.

Where the offer is submitted by a tenderer who intends to sub-contract part of the tasks or entrust them to another economic operator, the sub-contractors or economic operators involved must demonstrate that they have the requisite economic, financial, technical and professional capacity.

An economic operator may, if necessary and for a particular Contract, rely on the capacities of other entities, regardless of the legal nature of the links he has with them. He must in this case prove to the awarding authority that he will have at its disposal the resources necessary for the performance of the Contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

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

### **16.1 Legal capacity**

- Duly completed and signed form 'Identification of the tenderer' (see Annex I.B to these tender specifications);
- Duly completed and signed financial identification form (see Annex I.D to these tender specifications) - the form can be downloaded from:  
[http://ec.europa.eu/budget/Contracts\\_grants/info\\_Contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/Contracts_grants/info_Contracts/financial_id/financial_id_en.cfm)
- Duly completed and signed legal entity form (see Annex I.E to these tender specifications) the form can be downloaded from:  
[http://ec.europa.eu/budget/Contracts\\_grants/info\\_Contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/Contracts_grants/info_Contracts/legal_entities/legal_entities_en.cfm)
- Certificate of enrolment on the professional or trade register in accordance with the legislation of the Member State in which the tenderer is established.
- License for the provision and handling of the telecommunication services in accordance with the legislation of the Member State in which the tenderer is established.

### **16.2 Economic and financial capacity**

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

- A statement of overall turnover and turnover concerning the services covered by the Contract during the last two (2) years. The turnover concerning the services covered by the Contract should amount to **at least EUR 200,000.00 per year** for the last two (2) years.

Evidence to be provided: A statement of the overall turnover and turnover concerning the services over the last two (2) years.

### **16.3 Technical and professional capacity**

Proof of the technical and professional capacity of the tenderers shall be furnished on the basis of the documents listed below (for joint applications, the capacities of all members of the joint application, including sub-contractors shall be taken into account).

The tenderer must prove that he/she fulfils the following criteria:

- The average annual manpower of at least 100 employees including the managerial staff for the last two years.

Evidence to be provided: A statement of the average annual manpower and managerial, indicating separately the managerial staff, for the last two (2) years.

- Proof that the tenderer has a quality management system for the main service referred to in this Contract.

Evidence to be provided: A copy of the **ISO 9001:2008 certificate** or equivalent.

- A list of projects/contracts performed during the last two (2) years similar to the services as described in this tender (fixed telephony and Internet connectivity services) for a total invoiced amount (i.e. the total amount effectively invoiced to the customer(s)) **of at least EUR 260,000.00 in each of the years 2014 and 2015.**

Evidence to be provided: The name(s) of customer(s), a brief description of services undertaken, the total financial volume of the contract(s) upon initial signature and the total financial volume of the contract(s) effectively delivered (i.e. the total amount effectively invoiced to the customers) in the years 2014 and 2015.

- The team delivering the services shall include, as a minimum, an account and service manager. The proposed expert must fulfil the following minimum levels of qualifications and professional experience:
  - Service management certification (e.g. ITIL certification or similar);
  - At least six (6) years' professional experience in a similar position;
  - Excellent knowledge of the English language (at least level C1 according to the Common European Framework of Reference for Languages);
  - Very good organisational and communication skills.

Evidence to be provided: A description of the human resources available for the performance of the work required. The tenderer shall include a Curriculum Vitae (CV)<sup>7</sup> showing clearly the qualifications and professional experience of the proposed expert 'Account and service manager'. In addition, the tenderer shall provide a copy of the company's organisational chart which shall indicate roles and tasks of its units and/or departments.

## 16.4 Sub-contracting

For those tenders **including sub-contracting**, the tenderer must submit:

- A declaration of the tenderer, duly signed and dated, stating clearly the identity and roles of the subcontractor(s) as well as the description of the quality control measures the tenderer intends to apply on the tasks to be carried out by (each of) the subcontractor(s).
- A statement by the tenderer providing the volume/proportion (a % of the total value of the contract) that the tenderer intends to subcontract for each subcontractor, specifying clearly the identity, roles, activities and responsibilities of subcontractor(s), or of the main subcontractors.

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<sup>7</sup> Preferably, in accordance with the European CV format:

<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

- A letter of intent by (each of) the subcontractor(s), **duly signed and dated**, stating the unambiguous undertaking to collaborate with the tenderer if the latter wins the Contract and the extent of the resources that it will put at the tenderer's disposal for the performance of the Contract.

In the **absence of sub-contracting**:

- A declaration of the tenderer, **duly signed and dated**, stating that he does not intend to sub-contract and that he will inform the Agency about any change in this situation. The Agency reserves the right to judge if such change would be acceptable.

### **16.5 Tenders submitted by a consortium or grouping of service providers**

For those tenders submitted by a consortium or grouping of service providers, the tender must contain:

- A document stating clearly the composition and constitution of the grouping or similar entity (company/temporary association/...), or the legal form their cooperation will take, should they be awarded the Contract;
- A letter **dated and signed** by each member stating its commitment to execute the services in the tender clearly indicating its role, qualifications and experience;
- A document **dated and signed** by all members specifying the lead of the consortium or grouping of service providers and authorising the appointed lead of the consortium or grouping of service providers to submit the offer.

**Joint tenders will be assessed as follows:**

- The exclusion criteria will be assessed in relation to each company individually. The declaration on honour on exclusion criteria included in Annex I.C, duly signed and dated, stating that the tenderer is not in one of the exclusion situations, must be provided by each member of the consortium or the group.
- The selection criteria for economic and financial capacity will be assessed in relation to each company individually. However, economic and financial criteria that shall be achieved above a certain minimum threshold (i.e. average annual turnover) will be assessed in relation to the consortium or group of companies as a whole.
- The selection criteria for technical and professional capacity will be assessed in relation to the consortium or group of companies as a whole.

Tenders which do not meet the exclusion and/or selection criteria will not be considered.

Tenderers who do not provide the documents required in these tender specifications with regard to the exclusion and/or selection criteria may be excluded.

The Agency will decide whether the substantiating documents provided constitute compliance with the exclusion and/or selection criteria.

## 17 TECHNICAL TENDER

Tenderers should include in their offer a technical tender detailing how they intend to perform the tasks covered by the Contract, in compliance with all the requirements of these tender specifications. In particular, the technical tender shall contain the information described below and shall not exceed 35 pages A4 format in total (character 12, line spacing 1.5). Offers that fail to comply with this requirement may be rejected.

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

### 17.1 Technical tender

Technical tender shall include the following:

a) Fixed telephony, VoIP connectivity and analogue connections

A detailed description of the services provided to the Agency shall include all the Agency's requirements as listed below, but not limited to these only:

- detailed description of the complete phone system (VoIP PABX),
- the functionalities of the VoIP desk phones,
- the functionalities of the VoIP conference phones,
- a detailed description of the services/applications for service monitoring and reporting tools, etc.),
- a declaration on the audio codecs used for VoIP fixed telephony which shall provide an effective use of the bandwidth without imposing a loss in audio quality.

b) Internet connectivity

- Description of the capacity and redundancy of the network, network topology and latency of the Internet connection.
- Description of the Internet connection speeds offered.

c) Service Level Agreement

- A proposal for the SLA including as a minimum all the requirements listed in point 4.5.

d) Migration of services

- Taking into account point 4.6 of these tender specifications, a detailed migration plan which shall include the running-in and running-out phases of the Contract which shall not cause any disruption of the telephony and internet services for the Agency during the migrations.
- A detailed description of the relocation of all existing fixed telephony and internet infrastructure in case the Agency moves to a new location.

e) Delivery of the services

- Detailed delivery plan of services as indicated in point 4 of these tender specifications which should include delivery times for the equipment and services requested, description of works needed, duration of installation works needed in case of ordering PoE network switch, etc.

f) Additional services

- Detailed description of the business continuity solution in case of a fault in the primary Internet connection which shall include at least a description how (i) a back-up Internet connection will continue to work and (ii) an automatic and seamless switch to the back-up connection will be implemented in a case of unavailability of the primary connection.

- A description of the possibility to distinguish private and business calls (i.e. by adding a specific digit in front of dialled number) and the possibility for separate invoicing for private and business calls.

## 18 DETAILED OFFICIAL PRICE LIST FOR SERVICES

In addition to the financial offer, based on the model in Annex II to the invitation to tender, and referred to in point 14.F of these tender specifications, the tenderer shall provide a detailed official price list for all services relevant to the scope of this call for tenders.

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

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

This list shall mark the products and/or services which will be included in the financial offer referred to in point 14.F of these tender specifications.

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

## 19 AWARD CRITERIA

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

### 19.1 Technical quality, with weighting: 60%

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

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

### 19.2 Technical quality

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

No	Technical quality criteria	Maximum points available	Threshold
1.	Capacity and adequacy of the complete phone system VoIP PABX.	5	2.5
2.	Capacity and adequacy of VoIP desk and conference phones.	5	2.5
3.	Efficiency, adequacy of service/applications for service monitoring and reporting tools.	7	3.5
4.	Capability, reliability and effectiveness of the relocation plans.	7	3.5
5.	Reliability, efficiency and adequacy of the offered performance, feasibility and consistency of the delivery plan.	10	5.0

No	Technical quality criteria	Maximum points available	Threshold
6.	Reliability, efficiency and adequacy of the capacity and redundancy of the network, network topology.	17	8.5
7.	Adequacy of internet connection speeds.	14	7.0
8.	Reliability and effectiveness of migration plans.	7	3.5
9.	Relevance, completeness, feasibility and consistency of the SLA (e.g. contact points and service desk. etc...).	14	7.0
10.	Relevance and adequacy of additional services: - Business continuity solution etc. (max. 8 points available), - Differentiation between private and business calls etc. (max. 6 points available).	14	7.0

### 19.3 Price, with weighting: 40%

In order to evaluate the offers, the Agency will calculate the total reference price, based on the financial offer as described in point 14.F of the tender specifications.

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

### 19.4 Final evaluation

The formula to calculate the economically most advantageous offer is:

$$\text{Final score for tender X} = \frac{\text{cheapest total reference price}}{\text{total reference price of tender X}} * 40 + \frac{\text{total technical quality of tenderer X}}{100} * 60$$

Tenderers will be ranked according to the criterion of the economically most advantageous tender, i.e. starting from the tender achieving the highest technical quality/price combination, obtained on the basis of the formula indicated above.

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