



**European Railway Agency**

**Call for tenders**

**ERA 2016 03 OP**

**Telecommunications Services**

**Data Link**

|   |           |
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## 1. INTRODUCTION

### 1.1. What is ERA?

The European Railway Agency, (hereinafter "ERA" or "the Agency"), is a specialised agency of the European Union, which has been given specific regulatory tasks in the railway sector.

The Agency is located in Valenciennes/Lille, France, and has the mission of reinforcing safety and interoperability of railways throughout Europe, and thus adding a strong new momentum towards the shared vision of a truly integrated, competitive European railway area.

Further information can be found on the Agency's web site at <http://www.era.europa.eu>

### 1.2. What is a tender?

For its organisation and functioning ERA is in constant need of goods and services. 'Tendering' is the structured way to consult the market for the purchase of these goods and services.

The purpose of competitive tendering for awarding contracts is two-fold:

- › to ensure the transparency of operations;
- › to obtain the desired quality of services, supplies and works at the best possible price.

### 1.3. Who is eligible to participate to this tender?

#### 1.3.1. Participation

This tender procedure is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

Tenderers must indicate clearly in which country they have their headquarters (legal person) or domicile (natural person). The Agency shall not accept Tenders submitted by operators established in third countries which have not signed such an agreement with the European Union.

#### 1.3.2. Joint tenders

A joint tender is a situation where a tender is submitted by a group (2 or more) of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers. In case of joint tender, all economic operators in a joint tender assume joint and several liabilities towards the Contracting Authority for the performance of the contract as a whole. Nevertheless, tenderers must designate a single point of contact for the Contracting Authority.

After the award, the Contracting Authority will sign the contract with the member duly authorised by the other members via a power of attorney.

#### 1.3.3. Subcontracting

Subcontracting is permitted in the tender but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

During contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Contracting Authority.

## 2. GENERAL INFORMATION

### 2.1. Misrepresentation and corruptive practices

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

- › Are subject to a conflict of interest;
- › Are guilty of misrepresentation in supplying the information required by ERA as a condition of participation in the contract award procedure or fail to supply this information;
- › Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or ERA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his offer and may result in administrative penalties.

### 2.2. Data Protection

Please note that if processing your reply to the invitation to tender involves the recording and processing of personal data (such as your identification data, contact data, bank information data, evaluation/assessment data, etc.), such data will be processed pursuant to Regulation (EC) No 45/2001 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. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the entity acting as data controller who is in our case the Authorising Officer.

Details concerning the processing of your personal data are available on the privacy statement at:

[http://www.era.europa.eu/Pages/Privacy\\_Statement.aspx](http://www.era.europa.eu/Pages/Privacy_Statement.aspx)

### 2.3. Language

Offers must be submitted in one of the official languages of the European Union, but preferably in English or French (for practical reasons).

### 2.4. How will my offer be evaluated?

#### 2.4.1. Offer opening session

The aim of the opening session is to check whether the offer received is compliant with the following formal requirements:

- Not submitted later than the submission deadline;
- The envelope containing the offer is sealed;

Tenderers wishing to attend the opening session should send a confirmation e-mail to [procurement@era.europa.eu](mailto:procurement@era.europa.eu)

Maximum two representatives per tenderer may attend the opening session.

Offers are opened and evaluated by a committee, possessing the technical and administrative capacities necessary to give an informed opinion on the offers. The committee members are appointed on a personal basis by ERA under guarantee of impartiality and confidentiality.

### 2.5. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may petition the Contracting Authority directly (European Railway Agency). If the above procedure fails, the tenderers may have recourse to procedures established under European Union legislation.

European citizens also have the right to complain to the European Ombudsman, who investigates complaints of maladministration by the European Union.

## 2.6. Other information

Tenderers are expected to examine carefully and respect all instructions and standard formats contained in these specifications and the invitation to tender. An offer which does not contain all the required information and documentation may be rejected.

Where a maximum budget is mentioned in the Specifications, any tenderer submitting a financial offer exceeding this budget will be rejected.

All documents presented by the tenderers become the property of ERA and are deemed confidential. ERA will not reimburse expenses incurred in preparing and submitting offers.

Completing the adjudication or the procedure of the call for tenders in no way imposes on ERA an obligation to award the contract. ERA shall not be liable for any compensation with respect to tenderers whose offers have not been accepted, nor shall ERA be liable when deciding not to award the contract.

Each tenderer will be informed in writing about the outcome of the call for tender.

## 3. SPECIFIC INFORMATION RELATED TO THIS TENDER

### 3.1. Timetable

The timetable for this tender and the resulting contract is as follows:

| Summary timetable                                   | Date                | Comments   |
|---|---------------------|--|
| Launch date   | <b>08/04/2016</b>   | publication sent to OJ   |
| Deadline for request for clarifications             | <b>18/05/2016</b>   | To be sent through the e-Tendering:<br><a href="https://etendering.ted.europa.eu/cft/cft-display.html?cftId=1439">https://etendering.ted.europa.eu/cft/cft-display.html?cftId=1439</a> |
| Last date on which clarifications are issued by ERA | <b>23/05/2016</b>   | Published on <a href="https://etendering.ted.europa.eu/cft/cft-display.html?cftId=1439">https://etendering.ted.europa.eu/cft/cft-display.html?cftId=1439</a>                           |
| <b>Deadline for submission of offers</b>            | <b>25/05/2016</b>   |  |
| Opening session                                     | <b>01/06/2016</b>   | <b>10h00 local time</b>  |
| Date for evaluation of offers                       | <b>Subsequently</b> | Estimated  |
| Notification of award to the selected contractor    | <b>July 2016</b>    | Estimated  |

|                                 |                                |           |
|---------------------------------|--------------------------------|-----------|
| Contract signature              | <b>July 2016</b>               | Estimated |
| Commencement date of activities | <b>Subsequently</b>            |           |
| Completion date                 | <b>4 years after signature</b> |           |

### 3.2. Working Language

The working language for the exchange of information between the Agency and the selected tenderer for any activity including in the contract shall be English or French.

### 3.3. Estimated budget

The estimated budget available for implementing the activities foreseen in the framework of this tender in the space of 4 years is 400 000 €.

## 4. TECHNICAL SPECIFICATIONS

### 4.1. Object

This call for tenders covers the delivery of high speed datalink services.

This call for tenders specifies the type of services that must be delivered at customer premises and the type of physical redundancy expected from the contractor's network.

### 4.2. Introduction

#### 4.2.1. Approach

The selected tenderer will provide the European Railway Agency (the Agency) with network services to interconnect his various sites. These types of services are referred to along this document as datalink services or link services.

Datalink services are sometimes specified according to the details of the products currently available and to the actual implementation, including router models, type of network technology used, network product of the provider, according to already existing definitions, etc.

This way, the definitions of the different services are really close to the actual provider's service portfolio. This approach has the advantage of being quite close to the reality, and the disadvantage of being very sensitive to any change in the product portfolio. Any new element or service implies contractual modifications. Additionally, it makes the analysis of the contractual situation very hard to follow by non-technical people.

Furthermore, under this approach, the SLAs are often directly related to the underlying technology.

The approach adopted here intends to make all of the above mentioned details hidden, as far as contracts are concerned. Router models, concrete service names according to specific portfolio, generic SLA, etc, will give way to an abstract definition of the services, directly related to the SLA parameters for each service, and transparent to different possible implementations.

According to this approach, datalink services are defined in an abstract way, by means of service objects. This concept is used to make the service transparent to the different potential implementations of a service. These objects are the building blocks that will allow for the abstract representation of the actual implementation.

This way, it is intended to let the tenderers the possibility of choosing different technical implementations.

#### 4.2.2. Current situation

##### 4.2.2.1. *Locations*

The Agency is currently located in 3 different sites (two in France and one in Luxembourg):

- 120, Rue Marc Lefrancq – F-59300 Valenciennes (headquarter site),
- 299, Boulevard de Leeds (at *Espace International Euralille*) – F-59000 Lille (conference and meeting center site),
- 210, rue de Noertzange – L-3670 Kayl (disaster recovery site).

##### 4.2.2.2. *Interconnections*

| <u>Site 1</u>    | <u>Site 2</u> | <u>Service<sup>1</sup></u>              | <u>Quantity</u> |
|------------------|---------------|---|-----------------|
| Valenciennes (a) | Lille (b)     | Ethernet 100Mbps single path single LNI | 1               |
| Valenciennes (a) | Kayl (c)      | Ethernet 100Mbps single path single LNI | 1               |

#### 4.2.3. Service requirement

The tenderers will propose datalink services according to the model defined below, and to the requirements detailed in the following paragraphs. These tendering specifications do not impose any underlying network technology or architecture.

##### 4.2.3.1. *Geographical coverage*

The service must be available, at least, in all the locations where the European Railway Agency is currently using the service as well as in the main French cities and in the main datacenters located in the French Nord department (59).

##### 4.2.3.2. *Security*

The tenderers have to guarantee the security of the communications inside their network. In particular, the tenderers must guarantee that:

- No user, apart from those of the Agency can access through the access points to the internal networks of the Agency.
- No third party can access the information transmitted by the Agency, when circulating across the tenderer's network.

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<sup>1</sup> Cf. 4.3.2.

### 4.3. Terminology, naming and scenarios

#### 4.3.1. Terminology

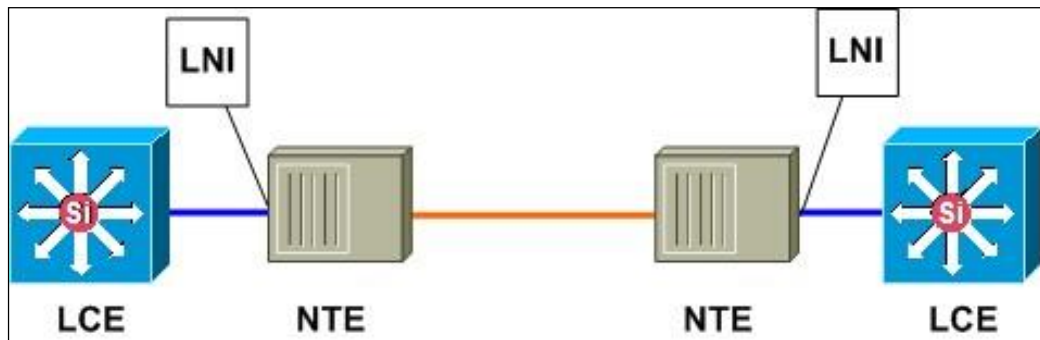


Figure 1: Connectivity terminology

##### 4.3.1.1. Local Customer Equipment : LCE

The customer equipment directly connected to the NTE via the LNI.

Depending on the service, can be Ethernet switches or routers with fiber or copper connectivity.

##### 4.3.1.2. Local Network Interface: LNI

The LNI is the interface to the networks of the Agency. It is the network interface on the NTE, used to connect the NTE to the LCE.

The LNI is the demarcation point of responsibility between the contractor and the Agency.

##### 4.3.1.3. Network Termination Equipment: NTE

The Network Termination Equipment is the relay between the customer's network and the operator's network.

##### 4.3.1.4. Link

The Link is the communication channel from the local LCE to the remote one. From the LCE point of view the link must appear as if it is a simple optical fibres or copper connection. As such, if for any reason the link goes down on one of the LCE (power cut of the LCE, transceiver disconnected, interface administratively set to down, fault of the local NTE ...) the remote NTE must shutdown the link so that the remote LCE can see the link as down too. Such behaviour is needed to ensure proper functioning of higher level protocol such as STP (Spanning Tree Protocol), link aggregation protocols ...

From the LCE point of view, the technology used to establish the NTE-to-NTE links must be transparent.

#### 4.3.2. Service type and naming

The service name is of the form: **TYPE-P-I**, where:

**TYPE**: the type of service,

**P**: the type of path, S for single link, D for dual link,

**I**: the number of LNI, 1 for one LNI, 2 for two LNI.

##### 4.3.2.1. Services type (TYPE)

The type of the service determines the specification of the network (medium, interface) between NTE and LCE, and the performance characteristics of the LCE-to-LCE links (end to end service).



Each LCE must appear as directly connected to the other one through the ordered service.

The way the service is delivered between the NTE is not specified in this call for tender and each tenderer is free to use what technology it deems appropriate.

#### 4.3.2.2. Link redundancy (P)

The redundant link option imposes that each communication link uses a separate path between each building and enters the building through 2 different entries. There should not be a common point of failure between the two link neither in term of equipment (except the NTE) nor in term of physical location.

#### 4.3.2.3. NTE-to-NTE Link to LNI binding (I)

When a service includes redundant link **and** dual LNI, each one of the LNI **must** be bound to one of the link. The two LNI/links must be up at any time and appears as a 2 physical link. The two LNI/links must appear as separate communications links to higher level protocols (eg. Spanning tree for Ethernet services, LACP). Traffic can flow bi-directionally through the 2 links at the same time; the 2 links may be aggregated by the LCE.

#### 4.3.2.4. Interconnection scenarios

The following scenarios are envisaged.

SPSL: Single path, single LNI

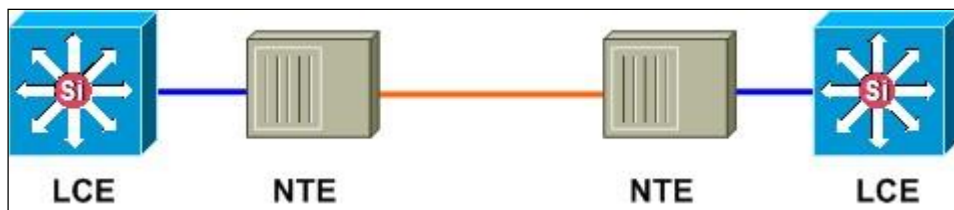


Figure 2: Connectivity SPSL (x-S-1)

RPSL: Redundant path, single LNI

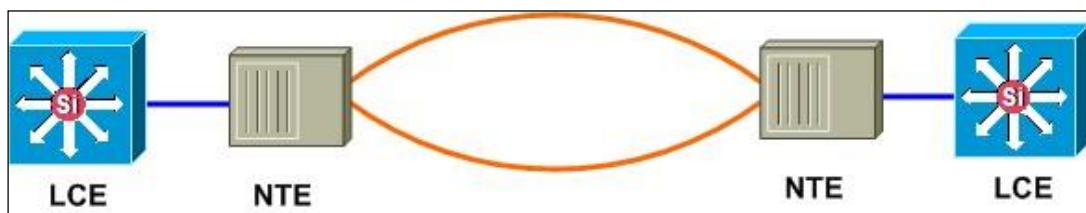


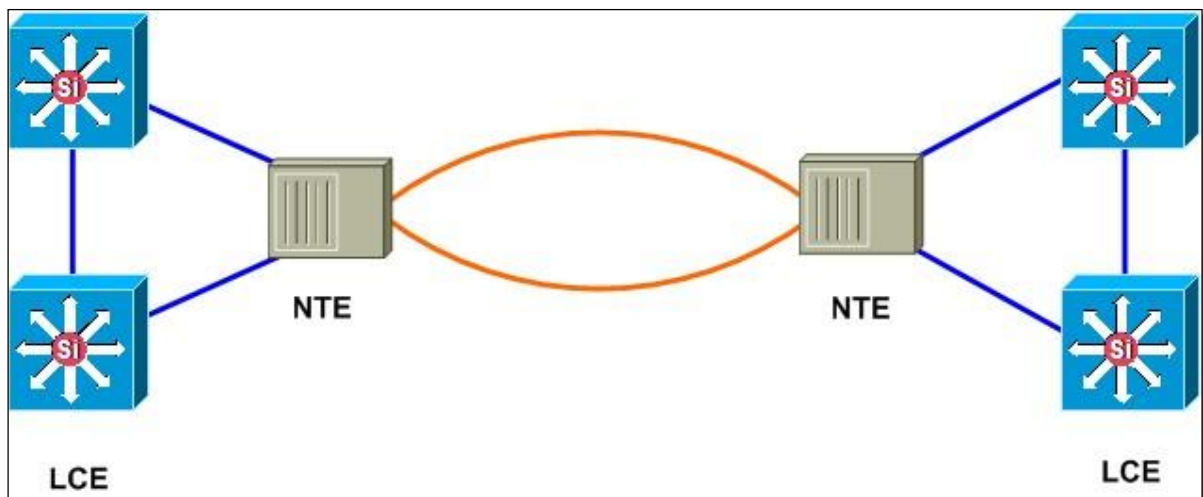
Figure 3: Connectivity RPSL (x-D-1)

RPDL1: Redundant path, dual LNI with single LCE



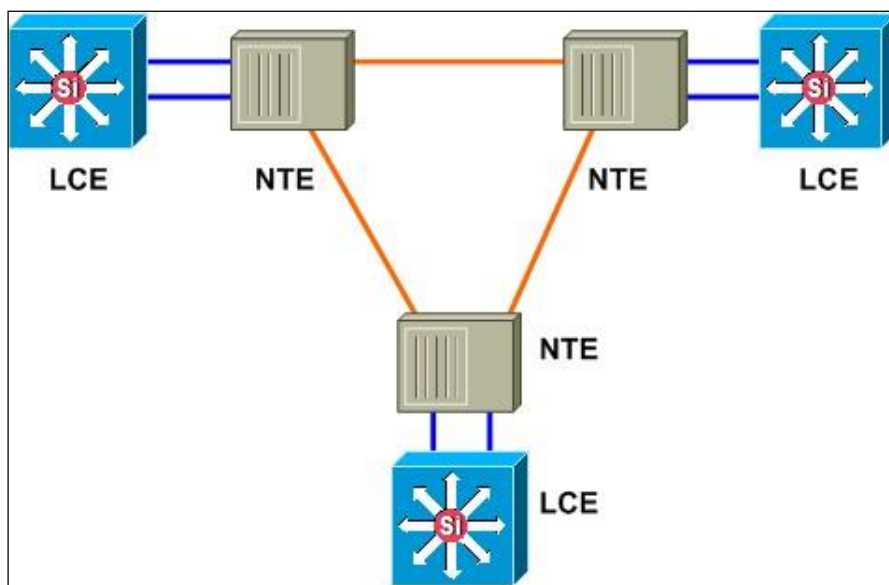
Figure 4: Connectivity RPDL (x-D-2) with single LCE

RPDL2: Redundant path, dual LNI with redundant LCE



**Figure 5: Connectivity RPD (x-D-2) with redundant LCE**

SPLOOP: Single path forming a loop between 3 or more sites



**Figure 6: Connectivity Sloop (x-S-2)**

#### 4.4. Service definitions

##### 4.4.1. Characteristics of all services

All NTE must be manageable out-of-band.

##### 4.4.2. Services list

Ethernet services are defined in accordance to the IEEE 802.3-2008 standard and following amendments. The performance characteristics of the service are the one defined in the amended IEEE 802.3-2008 standard.

All Ethernet services must support full-duplex operations and 802.1q, 802.1p standards.

FCoE (Fiber Channel over Ethernet, as defined by International Committee for Information Technology Standards T11 FC-BB-5 standard) must be supported over the 10Gbps Ethernet service.

#### Ethernet services

|           |   |
|-----------|---|
| E100M-S-1 | Ethernet 100Mbps Full Duplex single path single LNI |
| E100M-D-1 | Ethernet 100Mbps Full Duplex dual path single LNI   |
| E100M-D-2 | Ethernet 100Mbps Full Duplex dual path dual LNI     |
|           |   |
| E1G-S-1   | Ethernet 1Gbps Full Duplex single path single LNI   |
| E1G-D-1   | Ethernet 1Gbps Full Duplex dual path single LNI     |
| E1G-D-2   | Ethernet 1Gbps Full Duplex dual path dual LNI       |
|           |   |
| E10G-S-1  | Ethernet 10Gbps Full Duplex single path single LNI  |
| E10G-D-1  | Ethernet 10Gbps Full Duplex dual path single LNI    |
| E10G-D-2  | Ethernet 10Gbps Full Duplex dual path dual LNI      |

#### 4.5. Cooperation with other contractors

The selected tenderer must agree to cooperate with other contractors responsible to deliver services within the buildings of the Agency (e.g. wiring, power supply).

Specifically for the wiring, if the distance between the point of entry of the line in the building and the NTE requires some cabling within the infrastructure of the building, the selected tenderer must agree to provide the necessary cables, equipments and specifications to the cabling contractor.

The physical connection (e.g.: soldering) of the cable to the NTE and to the building entry point will be done by the selected tenderer.

The selected tenderer must agree to cooperate with the existing contractor during the service transition at the beginning/end of the framework contract to ease the transition and avoid service disruption.

#### 4.6. Hosting

The Agency will host the required equipment in one of his technical rooms and will provide the power infrastructure needed by the equipment.

When space allows it, the Agency will accept that the selected tenderer installs its own rack to host the equipments. However if space or procedure constraints does not permit the installation of an additional rack, the Agency may impose that the selected tenderer's equipments be hosted in a 19" rack belonging to the Agency or the datacentre hosting the Agency infrastructure.

The contractor may include additional clauses to the SLA to cover such a situation. These additional clauses can only be triggered when this particular situation occurs and are not applicable when the rack is provided by the selected tenderer.

#### 4.7. Cost structure

##### 4.7.1. Installation costs

The installation cost covers all the costs related to the installation of the service. It includes at least:

- All costs related to the installation of the service between two buildings,

- The cost of the cables between the point of entry and the NTE,
- The cost of the installation of the NTE in each building,
- All the administrative costs.

This part does not cover:

- The cabling within the building between the point of entry and the NTE if the entry point is not colocated in the same room as the NTE.

#### 4.7.2. Monthly costs

The monthly cost covers:

- The rental of the equipments needed to ensure the service and its management
- The cost of the service itself,
- The cost of the line for out-of-band management,
- The cost of communication for out-of-band management,
- All the administrative costs (invoicing, reporting, meeting ...).

#### 4.7.3. Decommissioning costs

The decommissioning costs covers:

- The shutdown of the service,
- The uninstallation of one or more NTE and associated equipment,
- All the administrative costs.

#### 4.7.4. Upgrade and downgrade costs

##### 4.7.4.1. *Speed upgrade and downgrade*

It must be possible to upgrade or downgrade the speed of the service. The price of the upgrade (resp. downgrade) must cover the costs similar to the installation (resp. decommissioning) costs of the new service.

##### 4.7.4.2. *Redundancy upgrade downgrade*

It must be possible to upgrade or downgrade the redundancy of the service. The price of the upgrade (resp. downgrade) must cover the costs similar to the installation (resp. decommissioning) costs of the new service.

### 4.8. **Contract management**

#### 4.8.1. Invoicing

Invoicing should be made monthly and include references to the ordered services in a clear way.

Invoices should be sent electronically to the following address: [Accounting@era.europa.eu](mailto:Accounting@era.europa.eu)

#### 4.8.2. Ordering process

The selected tenderer must propose an order form and acceptance form template that contains all the necessary information about the ordered service and related operations that will be performed by the selected tenderer once the order form is signed by the two parties.

The following constraints and workflow must be enforced.

1. The Agency fills up and sends an order form to the selected tenderer. This order form will covers the following request of service:
  - Installation of a service,
  - Upgrade of a service from single link to dual link,
  - Upgrade from single LNI to dual LNI,
  - Upgrade of a datalink service speed,
  - Downgrade from dual LNI to single LNI,
  - Downgrade from dual link to single link,
  - Downgrade of a datalink service speed,
  - Decommissioning of a service.
2. The selected tenderer will send back this form, signed by its representative, no more than **15 working days** after having received it, to the Agency.
3. The Agency will sign the order form and send it back, no more than **15 working days** after having received it, to the selected tenderer.
4. The selected tenderer can then start the process to deliver the service. The delivery period will start at the date of signature of the order form by the Agency. The delivery time should be no more than **60 working days** for national (France) links and no more than **120 working days** for links between France and Luxembourg except if additional works are needed (such as specific modifications of the building to accommodate a second entry point, roadworks ...).
5. The Agency will accept the service, by signing the acceptance form, no more than **15 working days** after the delivery.
6. Invoicing will start at the date of acceptance.
7. The order of decommissioning will include the date at which the service must be stopped. From this date on, the contractor has **60 working days** to remove the equipment.

#### 4.9. Service Level Agreement (SLA)

The tenderer must propose a SLA according to the following constraints.

The SLA must cover the service delivered between the LNI of each end point (including the LNI). Everything between the two LNI (LNI included) are the sole responsibility of the selected tenderer. Some particular circumstances leading to a service failure due to a problem inside the premises of the Agency will be dealt in the SLA.

The SLA must contain the ordering process (service request management), the support procedures (incident management), the documentation of the service, the description of the monitoring and reporting of the service performances.

##### 4.9.1. Definitions

**Availability:** Availability is the difference between the measurement period and the period of time where the service is unavailable over the same measurement period, expressed as a percentage.

$$\text{Availability} = (\text{period [in hours]} - \text{downtime [in hours]}) / \text{period [in hours]} \times 100$$

*For exemple 2 hours of downtime on a period of 1 month gives a monthly availability of 99.7 %*

**Period:** Period of time over which availability of the service is measure and penalty applied.

**Incident:** Any unplanned interruption to the service or a reduction in the performance of the service. Failure of any item participating to the service but that has not yet impacted the service is also an incident (for exemple failure of a redundant element).

**Flapping:** The service is considered in a flapping state when its operational state changes rapidly and repeatedly between UP and DOWN. Rapidly means that the service stays in the UP state for **less than 1 hour**.

**Ticket issue time:** The time at which a ticket is considered “open”. A ticket will be considered issued at the moment the contractor’s helpdesk communicates the ticket number to the Agency.

When a ticket is opened by phone, the ticket number must be communicated during the phone call made by the Agency to open the ticket.

When the ticket is opened via a web interface, the ticket number must be communicated immediately after the Agency has submitted the form.

**Ticket closure time:** The time at which a ticket is considered “closed”. The ticket can be automatically closed as soon as the service is restored (see restoration time).

**Restoration time:** Time between the moment a ticket is issued and the moment the contractor informs the Agency, by phone or email, that the service is fully restored (operational).

A service can only be considered as operational if the link between the LCE and the NTE (LNI) is seen as “up” by the LCE on each side of the link, and that traffic can flow over the link without flapping.

This does not take into account the time needed to do any operation on the part of the Agency in order to restore the traffic flow.

**Call back time:** Time between the moment a ticket is issued and the first call back from the contractor to the Agency. The first call-back should acknowledge the incident; give a first level diagnostic and an estimate of the time at which the service will be restored.

**Delivery time:** Time between the moment of reception of an official and duly completed order form and the moment the service is ready to be used by the Agency. A duly completed form must bear the signature of the two parties (cf. Ordering process).

**Normal Working Hour:** From Monday to Friday, 7h00 – 19h00.

**Penalty:** Expressed as a percentage of the monthly cost of the service, computed over a period, applied to the cost of the period. Penalty will be credited to the Agency after each period.

#### 4.9.2. SLA paramaters values

The service must be available 24 hours per day, 7 days per week.

The SLA must at least contain the following parameters:

- **Availability:** more than 99.5% per periode of 1 month. If the periode proposed is higer than 1 month, it will be recalculced for the evaluation on a 1 month periode basis to be able to evaluate the offers on the same basis.
- **Periode:** less than 1 year.
- **Restoration time:** less than 6 hours.
- **Call back time:** less than 1 hour.
- **Delivery time:** less than 60 working days for national (France) links and 120 working days for international (France – Luxembourg) links.
- **Penalty:** not compulsory, must be proposed by the contractor in the financial evaluation and expressed as a percentage of the montly fee.

#### 4.9.3. Support

The Agency should be given a unique customer identifier that will be used when contacting the support service of the contractor. The customer identifier and the service identifier must uniquely identify the lines and NTE. The objective of these identifiers is to gain time when contacting the support service of the contractor, avoiding the Agency to give back all the information relevant to the service.

The Agency will give a contact point (e-mail and phone number) that can be reached during normal working hours. The contractor will be able to call this contact point to discuss operational issues and inform the institution in case of fault in the service.

The support service of the contractor must be reachable by phone during normal working hours. Outside normal working hours, the contractor should be reachable at least by electronic way (mail, phone app or web service).

#### 4.9.4. Documentation

Each time a service is delivered, a schema describing the technical infrastructure with all relevant information will be provided to the Agency. This schema must include at least the identifiers of the service that will be used for successive communication between the Agency and the contractor (support, decommissioning...)

The preferred formats for this schema are PDF or Visio.

#### 4.9.5. Monitoring and Reporting

The contractor must proactively monitor the service and take any required action to restore the normal situation as soon as an incident occurs.

The contractor must proactively issue a ticket and inform the Agency (via e-mail or phone call) as soon as an incident is detected that leads to an interruption of service.

Any incident which results in a reduction of the performance (speed degradation, flapping of the service) of the service is considered equivalent to an incident which result in an interruption of service.

An incident that has not yet impacted the service must not lead to the issue of a ticket as it does not participate in the computing of the availability of the service.

The contractor should automatically send a monthly report (in an electronic format) listing all incidents, ticket issue times and closure times.

### 4.10. Evolution

#### 4.10.1. Services

The tenderers have to take into account that the needs of the Agency will certainly evolve with the time. It must be possible to increase the capacity of the connections and to include new locations in the network set up in France.

Also, as technology and standard evolve, additional features could be added to the services, for example, in the field of quality of service parameters, or network interface type.

In all cases, no change in the services proposed by the selected tenderer will be implemented without the prior agreement of the Agency.

#### 4.10.2. Prices

Prices must follow the downward trend of the market.

The tenderers must commit to apply to the Agency a clause of “most favoured customer” (if similar services are offered to another customer at a better price than the price applicable to the Agency, that better price will automatically become applicable for the Agency).

#### 4.10.3. Benchmarking

The Agency reserves the right to benchmark the contract. Tenderers will express their will to follow the trend of the market, and consequently to adapt its prices and services to the results of the benchmarking process, if requested by the Agency. The Agency may terminate the contract at once if the prices are not anymore in line with market prices.

#### 4.10.4. Audits

The Agency reserves the right to develop audits to the selected tenderer related to:

- Network Performance
- Security of the selected tenderer’s network and other facilities related to the provided services.
- Other aspects related to the provision of the services included in the tendering documentation.

## 5. STRUCTURE AND CONTENT OF THE TENDER

### 5.1. General

Tenders must be clear and concise, with continuous page numbering. Since tenderers will be judged on the content of their written bids, they must make it clear that they are able to meet the requirements of the specifications.

### 5.2. Structure of the tender

All tenders must include the following sections:

#### 5.2.1. Tender data

##### 5.2.1.1. *Technical offer*

See Annex 1 : Questionnaire.

The replies to the Questionnaire annexed will be the Technical offer.

This technical section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract.

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

##### 5.2.1.2. *Financial offer*

All tenders must contain a financial offer. The prices should be encoded according to the forms attached in Annex 2.

The tenderer's attention is drawn to the following points:

- › Prices must be quoted in euros, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the amount of the bid



because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.

- › Prices must be fixed amounts and include all expenses, such as travel expenses and daily allowances.
- › Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

#### 5.2.2. Standard forms

To be filled in and signed: see Annex 3.

### 5.3. How to submit my offer?

Offers must be submitted in accordance with the **double envelope system**: the technical offer and the financial offer are submitted separately.

The **outer envelope or parcel** should be sealed with adhesive tape and signed across the seal and carry the following information:

- › The reference number of the invitation to tender
- › The project title: DATA LINK SERVICES
- › The name of the Tenderer
- › The indication "Offer - Not to be opened by the internal mail service".
- › The address for submission of offers
- › The date of posting should be legible on the outer envelope

The outer envelope or parcel includes **two innermost envelopes** containing

- The original paper version of the **technical offer** (signed and clearly marked as "**Original**") and one electronic copy (USB key);
- The original paper version of the **financial offer and standard forms** (signed and clearly marked as "**Original**") and one electronic copy (USB key).

Paper versions of copies are not requested. The electronic copies must **exactly match** the paper originals. Nevertheless, in case of discrepancies between the paper and electronic versions, the paper version will be considered authentic.

## 6. ASSESSMENT AND AWARD OF THE CONTRACT

The assessment will be based on each tenderer's bid.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, will be carried out as follows.

- › to check on the basis of the exclusion criteria declaration, whether tenderers can take part in the tendering procedure;
- › to check on the basis of the selection criteria declaration, the tenderers technical and professional capacity and economic and financial capacity;
- › to assess on the basis of the award criteria each bid

### 6.1. Exclusion criteria

All tenderers shall provide a declaration on their honour, stating that they are not in one of the situations of exclusion (See Annex).

Only the successful tenderer shall provide the documents mentioned as supporting evidence in before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender

### 6.2. Selection criteria

All tenderers shall provide a declaration on their honour, stating that they have the economic, financial, technical and professional capacity to carry out the work subject to this call for tender (See Annex).

Only the successful tenderer shall provide the documents mentioned as supporting evidence in before signature of the contract and within a deadline given by the contracting authority

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

#### 6.2.1. Economic and financial capacity

In order to prove their economic and financial capacity, the winning tenderer (i.e. in case of joint tender, the combined capacity of all members of the consortium and identified subcontractors) shall provide **an evidence** that his **turnover** in the last two financial years was above **200 000€ per year**.

The following evidence should be provided:

Copy of the **profit & loss account** for the last two years for which accounts have been closed, or, failing that, appropriate statement from banks.

If, for some exceptional reason which the contracting authority considers justified, the tenderer is unable to provide the references requested by the contracting authority, he may prove his economic and financial capacity by any other means which the contracting authority considers appropriate.

#### 6.2.2. Technical and professional capacity

The following evidence should be provided:

- › A copy of the **Trade register** or equivalent (a proof of registration on a professional or trade register or any other official document showing the registration number).
- › Similar services (at least 3) provided in the last 3 years: with type of service and name of the client.

### 6.3. Award criteria

The award criteria serve to identify the most economically advantageous tender. The quality of each offer will be evaluated in accordance with the award criteria and the associated weighting. No award criteria other than those detailed below will be used to evaluate the offer.

The award criteria for this tender are:

| Award Criteria     | Weighting in points |
|--------------------|---------------------|
| Technical Criteria | 300 points          |

|   |                   |
|---|-------------------|
| Technical compliance                            | <b>115 points</b> |
| Architecture and resiliency                     | <b>75 points</b>  |
| Contract Management and Service Level Agreement | <b>110 points</b> |
| Price   | <b>300</b>        |
| Total   | 600               |

Tenders scoring **less than 60%** in the overall points total or **less than 50%** in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.

The total number of points obtained for the qualitative criteria above (max. 300) will be added to points awarded for the price (max. 300). The points awarded for the price will be calculated using the following formula:

$$\text{Score for tender } X = \frac{CWP}{XWP} * 300$$

- Cheapest Weighted Price = CWP
- Weighted Price of tender X = XWP

The contract will be awarded to the tender with the highest number of points in total.

## 7. ANNEX 1: TECHNICAL OFFER - QUESTIONNAIRE

## 8. ANNEX 2: FINANCIAL OFFER – TEMPLATE

## 9. ANNEX 3: STANDARD FORMS – (TO BE FILLED IN)