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Call for tenders DIGIT/R3/PO/2016/018

Mobile Equipment IV (MEQ IV)

Lot 1

Tendering specifications

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DISCLAIMER

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

1. SUMMARY

Awarding authorities	<p>The European Commission, hereafter referred to as the “Commission” and the participating EU Institutions, Executive Agencies, Agencies and/or other Bodies, and any other institution, agency or body that will be created on the basis of the Treaties or secondary Union law within the duration of the Framework Contract, provided that the volume of the Framework Contract earmarked for the institution, agency or body does not exceed 10 % of the total volume of the Framework Contract. All of them are referred to as the “EU Institutions” or “EUIs”.</p> <p>See Section 5.6 for detailed information.</p>
Purpose	<p>The purpose of Lot 1 of this call for tenders is the acquisition of endpoint computing equipment, i.e. high-end, mid-range and low-end configurations of: a) standard notebook, b) premium notebook, and c) hybrid model, desktops and their peripherals, including equipment associated to them and Extended Guarantee). For details see Annex 3 and Annex 4 to the Tendering Specifications.</p> <p>The equipment under the scope of this contract will be eligible to qualify as "Other than complex hardware products" in the sense of III. General Terms and Conditions for Information Technologies Contracts to the Framework Contract.</p>
Lots	<p>This call for tenders is divided into 2 lots. This document only concerns the Tendering Specifications for Lot 1.</p>
Volume (indicative)	<p>For the indicative volume of the contract please see Section 5.4 below and Annex 14 to the Tendering Specifications.</p> <p>This information on volume is purely indicative. The total value of the contract will ultimately depend on the orders which the EUIs will place through specific contracts or order forms.</p> <p>The Commission may exercise the option to increase the estimated amount of the contract at a later stage via negotiated procedure in accordance with Art. 134 (1) (f) of the Commission delegated Regulation (EU) No. 2015/2462 of 30 October 2015 amending Delegated Regulation (EU) No. 1268/2012 on the rules of application of Regulation (EU, Euratom) No. 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union).</p>
Contracts	<p>The Commission, acting on behalf of all participating EU Institutions, will sign up to five (5) Framework Contracts under Lot 1 with the successful tenderers. A draft framework contract is included in Annex 5 to the Tendering Specifications.</p>

Submission of offers	<p>Each tenderer can only submit <u>one</u> offer for Lot 1. All tenderers are free to participate in one or several lots.</p> <p>Offers submitted for Lot 1 must be comprehensive in their entirety.</p>
Duration of the Framework Contract	<p>The maximum possible duration of the Framework Contract will be:</p> <p>a) Purchase of mobile and desktop equipment and equipment associated to them: two (2) years from the date of signature, with four (4) possible extensions of one (1) year after the initial period (max. 2+1+1+1+1);</p> <p>b) Extended Guarantee, and any other services: six (6) years from the date of signature of the framework contracts, renewable four (4) times for one (1) year (max. 6+1+1+1+1).</p> <p>The extension of the duration under a) above will imply the automatic extension, by the same period, of the duration under b).</p> <p>The services to be provided with the associated service levels, as well as the defined procedures and workflows are described in detail in the annexes to these Tendering Specifications (mainly Annex 3 to the Tendering Specifications).</p>
Places of delivery	<p>The places of delivery shall be the premises of the EU Institutions, Bodies and Agencies (including the sites of the Joint Research Centers), participating under the framework contracts resulting from the present call for tenders. Occasionally delivery may occur in any other place in the EU.</p> <p>In the course of the Framework Contract, places of delivery may be subject to change.</p>
Particulars of delivery	<p>Delivery must be in conformity with the placed orders. Please note that the EUIs cannot guarantee physical space within their premises for spare parts or other storage.</p>
Variants	<p>Not permitted.</p>
Joint offers	<p>Permitted.</p>
Subcontracting	<p>Subcontracting is permitted to subcontractors proposed in the offers submitted in reply to the call for tenders.</p> <p>However, additional levels of subcontracting (e.g. subcontracting of subcontracts to other than individual freelancers) are not allowed during the execution of the contract, unless a prior written authorisation has been granted by the Commission. For subcontracting by subcontractors to individual freelancers no prior written authorisation will be needed.</p> <p>The conditions are laid down in Section 2.3.2.</p>

2. INFORMATION ON PARTICIPATION

2.1. Participation

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

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

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

2.2. Identification of the tenderers

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

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

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

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

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

In case the cover letter is signed by (a) representative(s) whose representative power is not evidenced by the documents described in the preceding paragraph, the delegation of the authorisation to this/these representative(s) must be evidenced by appropriate written evidence (i.e. copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone) on behalf of the legal entity, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication or a power of attorney).

2.3. Collaboration with other entities

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

In any case, the file must specify very clearly whether each company involved in the offer is acting as a partner in a joint offer or as a subcontractor (this also applies where the various companies involved belong to the same group, or even where one is the parent company of the

others). Annex 2 to the Tendering Specifications includes a Declaration on honour on exclusion and selection criteria, for this purpose.

2.3.1. Joint offers

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

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

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

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

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

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

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

2.3.2. Subcontracting

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

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

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

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

2.3.2.1. Types of subcontractors

Please note that freelancing qualifies as subcontracting.

The following subcontractors are considered as freelancers:

- individuals (self-employed natural persons who do not employ other IT service providers);
- service providers in one of the following situations:
 - sole proprietorships in which only one person (employee or not) is active in providing IT services;

- companies in which only one person (employee or not) is active in providing IT services;
- companies in which maximum two persons (employees or not) with family ties are active in providing IT services.

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

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

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

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

2.3.2.2. Subcontractors suggested in the offer

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

2.3.2.3. Subcontractors suggested during the lifetime of the Framework Contract

The provisions on changing or adding subcontractors during the performance of the Framework Contract, is detailed in Sections I.19 and II.10 of the Draft Framework Contract (Annex 5 to the Tendering Specifications).

2.3.2.4. Consequences

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

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

2.4. Structure of the offer

All tenders must follow the structure described in Annex I to the Invitation to tender letter.

Please note that evidence regarding the exclusion and selection criteria, in support of Annex 2 to the Tendering Specifications, must only be submitted upon the Commission's request. See also Section 4.4.3.

3. DESCRIPTION OF SERVICES AND SUPPLIES COVERED BY LOT 1

3.1. Background

Mobile Equipment is today acquired under the Framework Contract DI/07190 that is the result of the open call for tenders DIGIT/R2/PO/2012/027. Its object was the acquisition (purchase, rental or leasing) of personal notebook computers, smartphones, associated mobile-oriented equipment, accessories and associated services (maintenance, professional services,...). The diverse market volatility of the different mobile equipment acquired (i.e. notebooks being more stable, while smartphones being quickly replaced in the market), led to the decision to split the new Framework Contract in 2 lots, one for notebooks and another for other mobile products.

Lot 1 (notebooks and hybrids) includes products to be used as the main computing products of the end users and for which a Reference Configuration is developed in-house in the EC. Associated equipment to these products, being proprietary to the main products (i.e. typically from the same vendor and brand), will in principle be acquired in Lot 1.

The scope of Lot 1 includes desktop equipment. However, the Commission will respect the current Framework Contract DI/07350 through which desktop equipment is currently being acquired. Therefore, desktops will only be acquired through a reopening of competition at a later stage.

Lot 2 includes other IT and mobile computing equipment, i.e. smartphones, tablets, other diverse mobile products, equipment associated to them. Computing devices covering specific and specialized needs (e.g. rugged notebooks with specific requirements imposed for the use in nuclear power plants) will be acquired via Lot 2, Equipment associated to the main computing products of Lot 1, which are not proprietary to these products (e.g. USB cables) will be acquired via Lot 2. See details in Section 3.2.2.

3.2. Purpose

3.2.1. *Purpose of Lot 1*

The purpose of MEQ IV Lot 1 is the acquisition (purchase) of endpoint computing equipment, i.e. notebook computers, hybrid products, desktops, equipment associated to them and services (Extended Guarantee and other additional services, as per Annexes 3 and 6 to the Tendering Specifications). The "hybrid product" refers to detachable or convertible or any other form factor, which would permit the product to be used both as a traditional notebook and as a tablet.

A maximum of 5 Framework Contracts will be awarded on the basis of adjudication, to the tenderers who have the best scores in the financial evaluation (Annex 6 to the Tendering Specifications), and which are technically compliant (i.e. fulfilling the minimum technical requirements, see Annexes 4 and 7 to the Tendering Specifications).

The European Commission will conduct a first reopening of competition procedure among the 5 tenderers that will be awarded the Framework Contracts. This reopening will be done on the basis of best price-quality ratio (see Annex 15 to the Tendering Specifications), and the resulting catalogue (Annexes I and II to the Framework Contract, see Annex 5 to the Tendering Specifications for the draft Framework Contract) can be used by all participating EUIs.

During the lifetime of the Framework Contracts, the EUIs will each individually have the right to conduct their own reopening of competition procedures. This procedure is described in Annex 15 to the Tendering Specifications.

Furthermore, the EUIs which have a catalogue in place, may award products through Specific Offer procedures (see Section 4.3.2 of the SLR).

3.2.2. Relationship with Lot 2

Lot 2 will be launched to result into multiple Framework Contracts (maximum 5) with reopening to competition, to acquire the products described in Section 3.1.

In addition to these products, a reopening of competition procedure may also be launched in Lot 2 for the following cases:

- If a reopening procedure under Lot 1 proves that the Contractors of Lot 1 are unable to supply the requested products or services.
- Associated equipment of Lot 1 is offered at prices which are not in line with the wholesale market prices, or for which a change request was rejected.

3.3. Procurement procedure

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

This Lot will result into multiple Framework Contracts (maximum 5) with reopening to competition according to RAP Article 122(4).

3.4. Scope of the first Commission reopening procedure

3.4.1. Equipment

The initial list of equipment is depicted in Annex 9 to the Tendering Specifications. It includes 9 mandatory configurations in total:

- 3 configurations of the standard notebook model;
- 3 configurations of the premium notebook model; and
- 3 configurations of the hybrid model.

These configurations are accompanied by equipment associated to them (see Annex 9 to the Tendering Specifications, sheet "Equipment associated to 1."). The minimum technical requirements for each product included in the Annex 9 to the Tendering Specifications are depicted in Annex 4 to the Tendering Specifications.

In case EUIs need to introduce a new notebook/hybrid model in their own catalogue, then this will be done via a new reopening to competition (whose outcome might be that the winning contractor is different than the one who will have won the initial reopening).

3.4.2. Associated services

The specific requirements relating to the provision of goods and services are set out in Annex 3 to the Tendering Specifications (SLR). Tenderers will have to accept the terms set out in the SLR.

Standard contract management services are included, among others, in the unit price (see Section 3.5 below, and see Section 3.1 of Annex 3 to the Tendering Specifications).

Additional Services are invoiced separately at a fee. These include Extended Guarantee levels 0, 1, 2 and 3 (see Section 3.2 of Annex 3 to the Tendering Specifications) and the rest of the additional services (see Section 3.3 of Annex 3 to the Tendering Specifications).

3.4.2.1. Manufacturer Guarantee

In derogation of Articles 4.2 and 5.3 of the GTCs (see Annex 5 to the Tendering Specifications), tenderers shall describe the guarantee (and associated service levels) provided by the manufacturer which is included in the price of the equipment. This Manufacturer Guarantee shall apply to all cases regardless of whether an EUI decides to only purchase the product itself, or purchase it with one of the Extended Guarantee levels.

The duration of the Manufacturer Guarantee on all products included in the catalogue (including any updates thereto during the Framework Contract's duration) shall be valid from the signature of the Consignment Note by the requesting EUI, for a period of at least six (6) months.

The tenderers shall describe the Manufacturer Guarantee offered per product, and will include details on the following:

- Duration (6 months or higher)
- Location coverage (description of coverage in the different EU member states)
- Response Time
- On-site intervention time (if applicable, e.g. to pick up the product in case pick-up and return is included)
- Type of intervention (on-site, carry-in, mail-in, customer self-repair,...)
- Resolution Time (if applicable)
- Whether it is required for the EUI to register the product(s) with the manufacturer or proceed to any other action (when required by the manufacturer) so that Manufacturer Guarantee can be invoked
- Battery replacement policy (clearly explaining the conditions related to endurance in number of cycles over time and with a specific retention level in percentage of the initial battery nominal capacity), applicable only for products with a rechargeable battery
- Other (if applicable, e.g. if full product replacement is foreseen in case the product covered by the guarantee cannot be fixed, then confirm whether the replacement product is new or refurbished)
- Any other conditions which might render the guarantee non-valid.

The tenderers will describe these aspects in detail, by including them in the responses to the respective questions of Annex 7 to the Tendering Specifications.

The EUIs have the right to switch from Manufacturer Guarantee to Extended Guarantee at any time. However, it can then only be ordered on a yearly basis (see Section 3.4.2.2), as it is not ordered in the same Order Form as the purchased equipment.

The Manufacturer Guarantee shall be applicable from the date of the Consignment Note of the product it covers.

In the event of a reopening, EUIs will clearly state whether they require the products to be covered by Manufacturer Guarantee or any Extended Guarantee.

3.4.2.2. Extended Guarantee (EG)

The Contractor will provide different types of Extended Guarantee, including the management of incidents, problems and changes during the Extended Guarantee period for the purchased products (both hardware and software).

The different EG levels are additional services, which can be acquired for all products which are included in a Framework Contract catalogue, or which are requested through a Specific Offering; and are described in the following Annex 3 to the Tendering Specifications (SLR) sections:

- (1) Extended Guarantee Level 0 (**EG0** – see Section 3.2.1 of the SLR).
- (2) Extended Guarantee Level 1 (**EG1** – see Section 3.2.2 of the SLR).
- (3) Extended Guarantee Level 2 (**EG2** – see Section 3.2.3 of the SLR).
- (4) Extended Guarantee Level 3 (**EG3** – see Section 3.2.3 of the SLR).

Extended Guarantee can be ordered:

- In one Package, in the same Order Form as the purchased product, with a duration of 6 months (or the proposed MG's duration, whichever is longer), at Level 0 for all products; OR
- In one Package, in the same Order Form as the purchased product, with a duration of four (4) years, either at Level 1 or 2 or 3 for standard or premium notebooks; OR
- Separately, at any time during the operational lifetime of the product, independently from the time of acquisition, on a yearly basis, either at Level 1 or 2 or 3.

The EUIs reserve the right to order EG1, EG2 or EG3 for hybrid devices for a duration of 3 years instead of 4, by applying the price of the respective EG level offered for 4 years on a pro-rata basis.

An indication of the EUI's interest in the different levels of EG is reflected in Annex 14 to the Tendering Specifications. It will depend on the respective pricing, and the needs of the EUI for a particular product, which level will be purchased.

The Extended Guarantee shall be applicable from the date of the Consignment Note of the product it covers (in case it is purchased in a package), or from the date indicated in the Order Form (in case it is purchased on an annual basis).

The terms of the service levels are set out in Section 3.2 of Annex 3 to the Tendering Specifications.

3.5. Pricing methodology

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

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

For all goods and services in the Commission catalogue, prices will be identical, regardless of where they are delivered in the European Union, and regardless of the country specifics required by the purchasing EUI (e.g. ordered keyboard layout, or of voltage tension- and mains plug features) (see Annex 4 to the Tendering Specifications). The latter shall be taken into account by the Contractor when preparing products for delivery. The delivery of products and services in all the places of delivery mentioned under Section 5.3 is mandatory.

Prices of all products in the Contractors' financial offers submitted under the call for tenders (including any subsequent replacements due to end of life situations) shall be considered **maximum prices** for the entire duration of the validity of the respective Framework Contract. Apart from this, each Contractor will always be entitled to reduce its prices at its own initiative.

All ordered products (including all internal or external components) must be **brand new at the time of acceptance** by the EUI. The requesting EUIs reserve the right to either carry out their

own documentary and/or physical checks, or ask the Contractor, both prior to and after acceptance of delivery, to provide evidence of this fact.

There will be no rental or leasing of the products.

All prices must be quoted:

- in euros;
- free of all duties and taxes (in particular VAT), as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol of 8 April 1965 on the privileges and immunities of the European Union; annexed to the Treaty on the Functioning of the European Union and Article 151 of the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax;
- inclusive of all costs and expenses directly and indirectly connected with the goods and/or services to be supplied. No further costs will be paid by the Commission for travel expenses, missions, trainings, financial costs, or any other costs which the contractor may incur in the process of implementation of any specific contract at the respective places of delivery.

Each tenderer's financial quotation should be completely unambiguous and unconditional. Offers which contain statements preventing an accurate and complete comparison of the offers (e.g. "To be discussed", "Depending on x", etc.) or referring to external circumstances (such as an already existing but separate contract) will be disqualified.

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

3.5.1. Pricing of the products

Tenderers are required to quote their prices for the goods and services under the scope of this call for tenders, as per the separate tabs in Annex 6 to the Tendering Specifications.

These prices are all-inclusive prices and shall include, among others, the standard contract management services, as defined in the SLR (Annex 3 to the Tendering Specifications).

The EUIs have the right to change the pricing methodology for each reopening of competition, as applicable (see Annex 15 to the Tendering Specifications).

The Contractor will provide, via the respective Technical Evaluation Questionnaire question (see Annex 7 to the Tendering Specifications), a list (per configuration or product in the Framework Contract) for all components/parts of the configuration/product which are available as spare parts, indicating whether they are customer self-repair (if replacements are done by the EUI this would not void the MG or the EG).

In principle, the Contractor will be responsible to carry out all interventions in the product for which the incident was opened (parts/components replacement etc.) at the specific EUI location specified in the incident. The EUI may agree with the Contractor to perform interventions on its own, only when the incident is related to a customer self-repair part. If requested by the EUI, the Contractor will have to deliver the respective spare parts to a specified location at the EUI premises.

3.5.2. Energy costs

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

The estimate of the energy cost over the lifetime of a specific configuration of the product will be based on its calculated Typical Energy Consumption (E_{TEC}), as defined in the Energy Star

Program requirements Product Specification for Computers version 6.1 or later. Tenderers will have to provide the E_{TEC} per configuration and via the respective question in the technical questionnaire and its applicable proof (the proof requested for the verification is included in Annex 4 to the Tendering Specifications). Apart from providing the relevant E_{TEC} values, tenderers might be requested to demonstrate the accuracy of these values (per configuration) during the demonstration of the products.

The price per Kwh will be set at € 0,1.

3.5.3. Pricing of the additional services

3.5.3.1. Pricing of the Extended Guarantee

The tenderer shall quote its pricing as a **percentage value** of the unit price of the purchased product, as follows:

- One percentage value for EG0;
- One percentage value for EG1 Package of 4 years;
- One percentage value for EG2 Package of 4 years;
- One percentage value for EG3 Package of 4 years;
- One percentage value for EG1 service of 1 year;
- One percentage value for EG2 service of 1 year;
- One percentage value for EG3 service of 1 year.

Hence, tenderers will be requested to quote percentage values for all products in the initial catalogue, established by the first Commission reopening. Percentages applicable to products which are added later through reopening of competition or through Specific Offering may differ.

The expected services are described in Sections 3.2.1 till 3.2.3 of the SLR.

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

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

These percentages will be considered maximum percentages throughout the lifetime of the Framework Contract (i.e. for the purposes of change management). Hence, the quoted percentages can never be increased for incoming products which are introduced as a result of end-of-life situations.

These percentages may be reduced by Contractors on their own initiative at any moment (e.g. in replying to requests by EUIs made under the EC's catalogue established after the first Commission reopening).

3.5.3.2. Pricing of other additional services (different from Extended Guarantee levels)

Pricing of those services shall be made according to the Financial Model – Annex 6 to the Tendering Specifications.

4. TENDERING PROCESS AND ASSESSMENT

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

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

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

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

4.1. Verification of Cover Letter

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

4.2. Verification of non-exclusion

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

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

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

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

4.3. Selection criteria

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

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

Failure to comply with the selection criteria, will lead to the rejection of the tender.

4.3.1. Declaration and evidence

The tenderers (and each member of the group in case of joint tender), each identified subcontractor and entities on whose capacity the economic operator intends to rely must provide the declaration on honour (see Annex 2 to the Tendering Specifications), signed and dated by an authorised representative, stating that they fulfil the criteria applicable to them individually, if relevant. Hence, each member shall fill in Sections 0-VI of Annex 2 to the Tendering Specifications.

For the criteria applicable to the tenderer as a whole, the tenderer (sole tenderer or leader in case of a joint tender) must provide the declaration on honour stating that the tenderer (including all members of the group and subcontractors, if applicable), fulfils the selection criteria for which a consolidated assessment will be carried out. Hence, only the tenderer (sole tenderer or leader in case of a joint tender) himself shall fill in Sections VII-VIII of Annex 2 to the Tendering Specifications.

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

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

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

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

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

4.3.2. Economic and financial capacity criteria and evidence

The tenderer must have the necessary economic and financial capacity to perform this Framework Contract until its end. In order to prove its capacity, the tenderer must comply with the economic and financial selection criteria as those are specified in the Declaration on honor on exclusion and selection criteria (Annex 2 to the Tendering Specifications). The evidence must be provided upon request only.

If, for some exceptional reason which the Commission considers justified, a tenderer is unable to provide the evidence described in Annex 2 to the Tendering Specifications, it may prove its economic and financial capacity by any other document which the Commission considers appropriate. In any case, the Commission must at least be notified of the exceptional reason and its justification. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

4.3.3. Technical and professional capacity criteria and evidence

Tenderers (in case of a joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed in Annex 2 to the Tendering Specifications. The evidence specified therein must be provided upon request only.

4.4. Evaluation of tenders

The Framework Contracts will be awarded on the basis of adjudication (lowest price principle) and evaluated in the following manner.

First, the 5 tenderers with the best (lowest TOTAL prices, i.e lowest "Total financial evaluation" result as per Annex 6 to the Tendering Specifications) in the Financial Questionnaire and Model will be pre-selected for evaluation. Of these 5 tenderers, the technical compliance with the minimum technical requirements (i.e. MTR) will be verified. This will continue (each time to the next best price) in a cascade manner, should one or several of these 5 tenderers not comply with the minimum technical requirements. If these tenderers prove to be technically compliant, the evidence regarding exclusion and selection criteria will be evaluated.

For the purposes of awarding the Framework Contracts, a compliance with the minimum technical requirements will suffice. However, for the purposes of the first Commission reopening procedure, a full technical evaluation will be carried out. Should it appear from it that the tenderers do not comply with the minimum technical requirements, or that the Financial Questionnaire and Model spreadsheet should be modified accordingly, the evaluation will be modified, and tenderers will not be awarded the Framework Contract if they do not comply with the requirements set.

Hence, if at any stage, a tenderer does not comply with all requirements of that evaluation round (e.g. MTRs, exclusion, selection), this tenderer will be excluded, and evaluation will start for the tenderer with the next best price in the financial evaluation.

4.4.1. Financial Evaluation

4.4.1.1. Financial evaluation for the purposes of awarding the Framework Contracts

Tenderers must fill in the Financial Questionnaire and Model spreadsheet (Annex 6 to the Tendering Specifications). The model consists of inputs to be provided by the tenderers and indicative volumes or scenarios provided by the Commission. The model will provide a scenario to automatically calculate the result of the financial evaluation, on the basis of the weighting of the different products and their lifecycle costing, including power consumption costs, Extended Guarantee costs and additional services over the maximum duration of the contract. The result of the financial evaluation will be a "Total financial evaluation" Price representing a weighted average sum of weighted average prices of the devices, accessories, services as well as of the weighted average of the power consumption cost associated to the different devices.

Please be aware of Article 151 of the Rules of Application of the Financial Regulation on abnormally low price offers. In order to make a consistency check of each tenderer's financial offer towards the level of service required, the tenderers might be asked by the evaluation committee to provide their pricing model for one or more of the offered products, accessories or services.

The opening session will demonstrate which 5 tenderers have the best overall prices in the financial evaluation. Shortly after the opening of the tenders, the (up to 5) tenderers with the lowest global prices in the financial evaluation will be informed officially and will be given practical information on the further process.

In case it appears from the evaluation process of the first Commission reopening procedure that the global price a tender offered is in fact higher, the Evaluation Committee will assess whether it still ranks among the 5 lowest financial offers. If it does not, the offer will not be evaluated further. If it does, the revised financial offer will serve as the basis for the evaluation under Section 4.4.1.2, as well as for the evaluation of any offers submitted by the same Contractor under subsequent reopening to competition procedures.

4.4.1.2. Financial evaluation at the stage of first Commission reopening to competition

The Financial evaluation during the first Commission reopening will follow the procedure described in Annex 15 to the Tendering Specifications, Sections 5.1 and 8 (evaluation based on the best-price-quality principle).

4.4.2. Verification of compliance with the minimum technical requirements and technical compliance for first Commission reopening

Assessment for award of the Framework Contracts

Tenderers have to fill in a technical evaluation questionnaire (Annex 7 to the Tendering Specifications), which includes specific questions about the minimum technical requirements (Annex 4 to the Tendering Specifications) that the Contractors must meet. Tenderers will fully and unconditionally accept the Tendering Specifications and its Annexes. Please do not refer to weblinks, as the information displayed there is dynamic and may change during the evaluation period of the tender.

No technical evaluation will be carried out for the purposes of awarding the Framework Contracts. Only a compliance assessment on paper will be carried out, in order to verify whether the minimum technical requirements have been met. This compliance assessment will be based on the tenderers' responses to the specific questions of the technical evaluation questionnaire (Annex 7 to the Tendering Specifications) and the required supporting documentation. Failure to meet these minimum requirements will lead to the rejection of the tender. Furthermore, tenderers will not be awarded the Framework Contract, should it appear from the technical evaluation for the first Commission reopening procedure that they do not comply with the set requirements (see below).

Assessment for first Commission reopening procedure

As a part of the technical evaluation under the first Commission reopening to competition, the (up to) 5 tenderers with the lowest "Total Financial Evaluation" prices in the financial evaluation (see Section 4.4.1), may be invited to demonstrate all the proposed product configurations at the Commission's premises in Brussels and will be given one (1) week's notice. During this demonstration, the Commission may also perform a compliance assessment of the product configurations. In that case, the tenderer shall provide the technical staff to support the assessment. Sales staff shall not be allowed to participate. Consultation with the next level of support will be permitted if necessary during the demonstration.

The hardware and software configuration of the products provided for the demonstrations must be strictly identical to the configurations proposed in the offer (e.g. CPU, memory, internal storage etc.). The products proposed in the offers must be available on the market at the time of the deadline for the submission of the offer. Prototypes will not be accepted.

At the end of the demonstration at the Commission's premises, a protocol is signed by the tenderer and the Commission. The protocol includes:

- (1) Tests in order to prove the performance and battery life ratings (technical benchmarks) declared in the technical evaluation questionnaire for all product configurations. The tests shall strictly follow the guidelines (Annex 8 to the Tendering Specifications).

- (2) Measurement of all product configurations' weight in order to verify compliance with the declared figures in the technical evaluation questionnaire (only applicable for products with a respective minimum technical requirement).
- (3) If requested, technical compliance tests in order to validate all technical information provided in the offer against the minimum technical requirements (mainly based on the technical specifications sheets provided by the tenderers via the respective questions in the technical evaluation questionnaire).
- (4) If requested, tests to prove accuracy of the energy consumption and efficiency figures declared in the technical evaluation questionnaire.

Remark: In case the performance and/or battery life rating achieved during the demonstration does NOT attain the ratings indicated in the offer of the tenderer, the evaluation committee will consider the test results as evidence. If necessary, the related sections in the technical evaluation will be corrected. In case the corrected ratings do not meet the minimum technical requirements, the respective offer will be excluded.

In case the performance and/or battery life rating achieved during the demonstration exceeds the ratings indicated in the offer NO further correction will be made.

The same applies for the weight. In case this is higher than the one declared in the technical evaluation questionnaire, this will be updated. In case it is lower then NO further correction will be made.

In any case, tenderers will be requested to deliver at least one (1) sample of all proposed products at the Commission's premises and leave them there for a period of up to three (3) months for further tests, which may include the end-users ergonomic test panels (see respective questions in the Technical Evaluation Questionnaire, see Annex 7 to the Tendering Specifications), tests of in-house application behavior and performance and tests of the benchmarks to verify compliance of performance and battery life ratings.

Should the technical compliance prove not to be equivalent to the paper offer and not comply with the minimum requirements, the offer will be excluded. The tenderer with the next best price in the financial evaluation (see introduction in Section 4.4) will then be invited – and so on, and so forth (cascade).

4.4.3. Verification of compliance with exclusion and selection criteria

Shortly after the opening session, which will establish which 5 tenderers have the best overall prices in the financial evaluation, these 5 tenderers will be requested to provide all evidence of the tenderers' statements in the declaration on honour on exclusion and selection criteria (Annex 2 to the Tendering Specifications) within the one (1) month. Should any of these tenderers be rejected in the further evaluation process, the next best tenderer will be requested to provide the evidence, and will be given a period of one (1) month to submit the evidence.

The Commission will evaluate this evidence only if the tenderer successfully passed the evaluations under 4.4.1 and 4.4.2 above.

4.5. Award of the Framework Contracts

A maximum of 5 Framework Contracts will be awarded on the basis of lowest-price principle, to the tenderers who have the best scores in the financial evaluation (Annex 6 to the Tendering Specifications), and which are technically compliant.

The (up to) 5 tenderers with the lowest overall prices, will be awarded the Framework Contracts.

The amount of Framework Contracts concluded, however, will depend on the amount of tenderers which comply with all requirements set out in the Tendering Specifications and its

Annexes. E.g. if only 3 tenderers are fully compliant, only 3 Framework Contracts will be concluded.

The signature of the Framework Contracts only allows those contractors to participate in the reopening of competition procedures that will take place during the lifetime of the Framework Contracts.

The first Commission reopening of competition will make use of the information in the bids submitted by the selected contractors at the time of tender submission, including the prices provided per product in Annex 6 to the Tendering Specifications. Hence, the financial offer used for the evaluation of offers under the first Commission reopening to competition will be the same as the one used for awarding the Framework Contracts.

The European Commission reserves the right not to award the first Commission reopening of competition to any of the Contractors and to reopen competition again with modified conditions at its sole discretion.

The award through reopening process, including the details of the first Commission reopening procedure, is detailed in Annex 15 to the Tendering Specifications.

5. FRAMEWORK CONTRACT GOVERNANCE

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

The contractual relationship between the European Commission and the successful tenderers will be governed by (a maximum of 5) Framework Contracts for Lot 1.

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

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

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

5.2. Duration

The maximum possible duration of the Framework Contract will be:

- a) **Purchase of mobile and desktop equipment and equipment associated to them:** two (2) years from the date of signature, with four (4) possible extensions of one (1) year after the initial period (max. 2+1+1+1+1);
- b) **Extended Guarantee, and any other services:** six (6) years from the date of signature of the framework contracts, renewable four (4) times for one (1) year (max. 6+1+1+1+1).

Renewal does not imply any modification or deferment of existing obligations.

The extension of the duration under a) above will imply the automatic extension, by the same period, of the duration under b).

5.3. Places of delivery

The places of delivery for the resulting Framework Contracts are the seats of participating EU Institutions in Europe (see Table 1).

The indicative estimated distribution of deliveries of products and services, over the duration of the Framework Contract, is shown in Annex 14 to the Tendering Specifications. Please note that some EUIs are located in several locations, and may be subject to change. Only their main location is mentioned in Table 1.

For EEAS Delegations, please see 'Chapter 6 - Services for EEAS' in Annex 2 to the SLR.

5.4. Volumes

For the products included in Annex 4 to the Tendering Specifications, an **indicative estimation** of the volumes of equipment and services to be supplied over the whole duration of the Framework Contract is given in Annex 14 to the Tendering Specifications. However, it is possible that other products will be included through reopening of competition procedures (such as desktops, albeit only at a later stage, as the current Framework Contract DI/07350 will be respected). The actual value of the Framework Contract will depend on the quantities, which the EU Institutions will order by means of signature of Specific Contracts and/or Order Forms. Please note that the EU Institutions cannot commit themselves to exact quantities. Therefore, all quantities are indicative only.

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

The Institutions may exercise the option to increase the estimated market amount at a later stage via negotiated procedure with the successful tenderer(s) in accordance with Art. 134 (1) (f) of the Rules of Application of the Financial Regulation¹.

5.5. Compliance with applicable law

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU².

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

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

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

EUROPEAN INSTITUTIONS - BODIES - AGENCIES	LOCATION
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¹ Commission Delegated Regulation (EU) No. 1268/2012 of 29 October 2012 laying down detailed rules for the implementation of the European Parliament and of the Council Regulation (EU, Euratom) No. 966/2012 on the Financial Regulation applicable to the general budget of the European Union.

² Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

EUROPEAN INSTITUTIONS - BODIES - AGENCIES		LOCATION
ACER	Agency for the Cooperation of Energy Regulators	(SI) Ljubljana
BBI JU	Bio-based Industries Joint Undertaking	(BE) Brussels
BEREC	Body of European Regulation for Electronic Communication	(LV) Riga
CDT	Translation Centre for the Bodies of the European Union	(LU) Luxembourg
CEDEFOP	European Centre for the Development of Vocational Training	(GR) Thessaloniki
CEPOL	European Union Agency for Law Enforcement Training	(HU) Budapest
CHAFEA	Consumers, Health and Food Executive Agency	(LU) Luxembourg
COUNCIL	Council of the European Union	(BE) Brussels
CoR	Committee of Regions	(BE) Brussels
CSJU	Clean Sky Joint Undertaking	(BE) Brussels
CURIA	Court of Justice	(LU) Luxembourg
EACEA	Education, Audiovisual and Culture Executive Agency	(BE) Brussels
EASA	European Aviation Safety Agency	(DE) Köln
EASME	Executive Agency for Small & Medium-sized Enterprises	(BE) Brussels
EASO	European Asylum Support Office	(MT) Valletta
EBA	European Banking Authority	(UK) London
ECA	European Court of Auditors	(LU) Luxembourg
ECDC	European Centre for Disease Prevention and Control	(SE) Stockholm
ECHA	European Chemicals Agency (REACH project)	(FI) Helsinki
ECSEL Joint Undertaking	Electronic Components and Systems for European Leadership	(BE) Brussels
EDA	European Defence Agency	(BE) Brussels
EDPS	European Data Protection Supervisor	(BE) Brussels
EEA	European Environment Agency	(DK) Copenhagen
EEAS	European External Action Service	(BE) Brussels
EESC	European Economic and Social Committee	(BE) Brussels
EFCA	European Fisheries Control Agency	(ES) Vigo
EFSA	European Food Safety Authority	(IT) Parma
EIGE	European Institute for Gender Equality	(LT) Vilnius
EIOPA	European Insurance and Occupational Pensions Authority	(DE) Frankfurt am Main
EIT	European Institute of Innovation and Technology	(HU) Budapest

EUROPEAN INSTITUTIONS - BODIES - AGENCIES		LOCATION
EMA	European Medicines Agency	(UK) London
EP	European Parliament	(BE) Brussels, (LU) Luxembourg, (FR) Strasbourg
ERA	European Union Agency for Railways	(FR) Valenciennes
ERCEA	European Research Council Executive Agency	(BE) Brussels
ESA	Euratom Supply Agency	(LU) Luxembourg
ETF	European Training Foundation	(IT) Torino
EUIPO	European Union Intellectual Property Office	(ES) Alicante
eu-LISA	European Agency for the operational management of large-scale IT systems in the area of freedom, security and justice	(EE) Tallinn/ (FR)Strasbourg), (BE) Brussels / (AT) Sankt Johann im Pangau
EU-OSHA	European Agency for Safety and Health at Work	(ES) Bilbao
EUROFOUND	European Foundation for the Improvement of Living and Working Conditions	(EI) Dublin
EUROPOL	European Police Office	(NL) The Hague
EURSC	European Schools	(BE) Brussels, Luxembourg, Spain, Italy, Netherlands, Germany, UK
F4E	European Joint Undertaking for ITER and the Development of Fusion Energy (Fusion for Energy)	(ES) Barcelona/ (FR)
FCH 2 JU	Fuel Cells and Hydrogen 2 Joint Undertaking	(BE) Brussels
FRA	European Union Agency for Fundamental Rights	(AT) Vienna
FRONTEX	European Border and Coast Guard Agency	(PL) Warsaw
GSA	European Global Navigation Satellite Systems Agency	(CZ) Prague
IMI 2 JU	Innovative Medicines Initiative 2 Joint Undertaking	(BE) Brussels
INEA	Innovation and Networks Executive Agency	(BE) Brussels
REA	Research Executive Agency	(BE) Brussels
S2R	Shift2Rail	(BE) Brussels
SRB	Single Resolution Board	(BE) Brussels

Table 1 - List of participating EU Institutions

Interinstitutional procedures are handled as follows:

- The European Commission publishes the call for tenders, evaluates the offers and signs the resulting Framework Contracts (including any amendments thereto) on behalf of all the participating EU Institutions.
- Each of the EU Institutions to which the Framework Contract applies will avail itself of the Framework Contract autonomously by concluding Specific Contracts or Order Forms with the Contractor. All EUIs will be able to use the Commission catalogue but will be responsible for their own purchasing under Lot 1. EUIs have the right to run their own

reopening of competition procedures, e.g. writing technical specifications, service requirements, etc. for reopening, and awarding the requested products (or services). The results of any reopening of competition procedure, initiated by one EUI, will not be used by any other EUI – apart from the Commission catalogue, which can be used by all.

5.7. Minimum Technical Requirements and Service Level Requirements

Minimum Technical Requirements are described in **Annex 4** to the Tendering Specifications.

Service Level Requirements are set out in **Annex 3** to the Tendering Specifications.

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

The tenderer guarantees that it has all required permits and licences for manufacturing and selling the goods (as applicable).

Different SLR KPIs could be applied under a particular reopening to competition procedure to reflect the needs of a requesting entity. In such case, these KPIs will only be applicable to the resulting products introduced in the catalogue.

Whenever a request under a reopening of competition procedure does not discuss KPI levels, it will be considered that the standard KPI levels defined in the Service Level Requirements (Annex 3 to the Tendering Specifications) will apply (duly improved if so proposed by the respective contractor in its CfT offer, or in its offer submitted under the specific reopening request, the latter having precedence over the former in case of a discrepancy).

6. RELATIONSHIP GOVERNANCE

6.1. Code of Conduct

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

- Making sure that the tools placed under his/her responsibility are in good working order (i.e. work material, software, networks etc.);
- Not letting in nor bringing any unauthorized person inside the buildings of the EU Institutions;
- Willingly complying with the requirements of the Commission's security services, including the inspection of the personal goods (by scanner or physical inspection);
- Keeping secret the security procedures as well as protection mechanisms which a MEQ team member may come to gain knowledge about in the process of his/her activities;
- Never jeopardizing the good functioning, the security or the confidentiality of the systems or data which a MEQ team member may have access to within the framework of his/her functions;
- Never copying illegally, carrying, transmitting nor destroying data, documentation, software or application programs, nor any material (even when obsolete);

- Never accessing, nor even trying to access data, locations or systems to which a MEQ team member has not been granted access or which he/she does not need to access for the implementation of his/her tasks;
- Not using software other than that which is usually installed on the desktop/laptop without prior formal approval from the person(s) in charge of one of the domains of this Call for Tender;
- Returning the access card(s) which have been granted before a MEQ team member leaves at first request by the Commission;
- Showing utmost discretion regarding information which a MEQ team member may come to gain knowledge of;
- Never disclosing information concerning matters dealt with by the Commission's services (be it political, judicial, budgetary or financial affairs, or the management of the Commission, the personnel or data processing);
- Never writing documents with Commission's letterhead paper;
- Show EMAS awareness in his/her daily behaviour.

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

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

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

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

6.2. Electronic exchange of documents

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

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

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

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

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

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

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

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

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

For more information please consult GS1's paper:
http://www.gs1.org/docs/idkeys/GS1_Global_Location_Numbers.pdf

6.3. Data Protection

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

6.4. Vienna Convention on Diplomatic Relations, Vienna, 18 April 1961

As the EU Institutions delegations have diplomatic status, the extraterritoriality clause and the tax exemption of the Vienna convention apply.

6.5. Security assessment and clearance

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

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

The Commission draws the tenderers' attention to the contractual provisions on security (Article III.2.2) of the General Terms and Conditions for Information Technologies Contracts (see Annex 5 to the Tendering Specifications) and confidentiality (Article II.16 of the General Conditions of the Framework Contract), as well as on Security Standards and Guidelines issued by Directorate Security of DG Human Resources and Security (DG HR) of the European Commission (which can be found at http://ec.europa.eu/dgs/informatics/procurement/useful_documents/index_en.htm) that may be relevant and made available for the implementation of Specific Contracts/Order Forms.

The Contractor, the subcontractors, and the personnel of the Contractor and the subcontractors (including freelancers) might need to manage services used to house or transfer sensitive information and the exchange of confidential documents in the sense of the Commission Decision (EU, Euratom) 2015/444 of 13 March 2015 on the security rules for protecting EU classified information.

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

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

The security assessment/clearance process as well as any related security briefings or trainings will be free of charge for the EU Institutions.

The documentation is available at: https://ec.europa.eu/info/files/security-standards-information-systems_en and replaces Annex III to the GTCs.

6.6. Access cards for Contractor's staff

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

6.7. Audits

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

6.8. EMAS compliance

The Contractor shall assist the Commission in performing its environment-related commitments as set in the Eco-Management and Audit Scheme (EMAS) EC Environmental Policy and shall therefore follow EMAS best practices. Any related cost shall be considered to have been included as a part of the successful tenderer's financial offer. The Commission's EMAS Environmental Policy is enclosed in Annex 12 to the Tendering Specifications.

Environmental considerations are taken into account throughout the complete life cycle of a product or a service, from the delivery through the use phase until its final disposal as waste (for products).

6.9. Equal opportunities

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

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

6.10. Languages

Tenderers' personnel involved in this Call for Tenders and in the execution of the resulting contract will need to have a working knowledge of English. If needed, the knowledge of other languages may be requested for a specific contract. This requirement will be specified in the context of the request forms.

6.11. Parking places at the buildings of ordering bodies

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

7. OUTCOME OF THE CALL FOR TENDERS

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

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

7.1. Validity of tenders submitted under the call for tenders

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

7.2. Notification of results

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

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

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

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

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

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

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

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

7.4. Optional debriefing meetings

After the closing of the tendering procedure and in order to improve the quality of tenders and the quality of our procedures, the Directorate-General for Informatics regularly foresees, as a best practice, optional debriefing meetings of its representatives with unsuccessful tenderers, aimed at exchanging feedback and suggestions for improvement in view of future procurement procedures. Once the award notice is published in the Official Journal of the European Union, you may submit a request for a debriefing meeting which shall take place at least 3 months after the date of dispatch of the notification letter; however, the Directorate-General for Informatics reserves the right to accept or refuse such requests on the basis of the particular circumstances of each individual procurement procedure or of the existing workload.

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

8. LIST OF ANNEXES

1. Cover Letter for Tenderers – template
2. Declaration on honour on exclusion criteria and selection criteria
3. Service Level Requirements (SLR) and its annexes
4. Minimum Technical Requirements (MTR) for hardware (equipment)
5. Draft Framework Contract and annexes thereto, including GTCs for IT contracts
6. Financial Questionnaire and Model
7. Technical Evaluation Questionnaire
8. Technical benchmarks installation and execution guidelines
9. Technical catalogue template
10. Reference and additional keyboard layouts for European Union Member States
11. Technical sheet template for proposed configurations
12. EMAS Environmental Policy
13. Electronic Interface for Suppliers Process Reference
14. Volume estimation per place of delivery and per EUI
15. Award through reopening of competition