



**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL INFORMATICS

Directorate C - Digital Workplace & Infrastructure  
**DIGIT C6 - Digital Workplace Engineering**

# **European Commission**

## **Microsoft licences (DIGIT/A3/PN/2017/041) and high-level services (DIGIT/A3/PN/2017/040)**

### **Tendering specifications**

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## 1. Summary

Awarding authorities	<p>The European Commission, hereafter referred to as “<i>the Commission</i>”, acting on its own and on behalf of the participating EU Institutions, Agencies and other Bodies (see section 2.3 below). Any institution, agency or body that will be created on the basis of the Treaties or secondary Union law within the duration of the contract may <b>unilaterally decide</b> to also join the contracts.</p> <p>All of them are referred to hereinafter as «<i>The EUI or EUIs</i>»</p>
Purpose	<p>The negotiated procedure <b>DIGIT/A3/PN/2017/041</b> aims at the conclusion of a new inter-institutional licensing agreement (or ILA), which sets the conditions applicable to the acquisition of Microsoft software <b>licences</b> by the EUIs through a reseller. The ILA itself is not transactional.</p> <p>The negotiated procedure <b>DIGIT/A3/PN/2017/040</b> aims at the conclusion of a new framework contract in order to allow the EUIs to acquire Microsoft <b>high-level services</b> (for support and consultancy).</p>
Lots	The negotiated procedures are not divided into lots.
Volume (indicative)	<p>The indicative volume for Microsoft high-level services will be the volume adjusted after the results of the inter-institutional survey.</p> <p>The volume for Microsoft licences will be zero, given that it is a license agreement which foresees no transactions under the resulting contract, as all transactions will occur under Framework Contract LSP DI-07470 and any subsequent procedure.</p> <p>It should be stressed that framework contracts involve no direct commitment and, in particular, do not constitute orders per se. Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between the European Commission and the contractor during their period of validity.</p>
Contracts	<p>The Commission, also acting on behalf of the other awarding authorities, intends to conclude two agreements:</p> <p>A license agreement in the negotiated procedure <b>DIGIT/A3/PN/2017/041</b>; the candidate will propose a draft license agreement.</p> <p>A framework contract in the negotiated procedure <b>DIGIT/A3/PN/2017/040</b>; the candidate will submit an offer based on the <i>Draft framework contract</i> (included as Annex 2 to the invitation to negotiate).</p> <p>Please note: For the sake of legibility, both agreements may in the following be referred to as "the framework contracts" or "the</p>

	contracts", even if the license agreement would strictly speaking not qualify as a framework contract in the sense of the Financial Regulation.
Submission of offers	The candidate may submit offers during the negotiation period.
Duration of the framework contract	The duration of the framework contracts for DIGIT/A3/PN/2017/040 and DIGIT/A3/PN/2017/041 will be identical, covering an initial term of not less than three years with a possible renewal, subject to negotiations.
Main places of delivery	The main places of delivery will be Brussels and Luxembourg, including the sites of the Joint Research Centres (Ispra, Karlsruhe, Petten, Geel and Seville). Occasionally delivery may occur in other premises of the participating EUIs as well as in other places in the EU. Please note: Regarding cloud services, they may potentially be accessed from any territory worldwide.
Particulars of delivery	Delivery must be in conformity with the placed orders.
Variants	Not permitted
Joint offers	Not Permitted
Subcontracting	Permitted (under strict conditions, see below)

## 2. Specific tendering conditions

### 2.1. Procedure for licences (DIGIT/A3/PN/2017/041)

This negotiated procedure is based on Art 134.1.b. (ii), (iii) of the *Rules of Application*<sup>1</sup> of the *Financial Regulation*<sup>2</sup>.

### 2.2. Procedure for high-level services (DIGIT/A3/PN/2017/040)

This negotiated procedure is based on Art 134.1.b. (ii), (iii) of the *Rules of Application* of the *Financial Regulation*.

### 2.3. Participation

Both negotiated procedures mentioned in section §1 are inter-institutional ones. In addition to the European Commission itself, the resulting contracts will apply to the awarding authorities resulting from an inter-institutional survey, all of which are EU Institutions, Executive Agencies, Agencies and/or other Bodies ("the EUI or EUIs").

#### Table 1: List of participating EUIs (indicative)

<sup>1</sup> Commission Delegated Regulation (EU) No 1268/2012 of 29 October 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, as amended

<sup>2</sup> Regulation (EU, Euratom) No 966/2012 of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 as amended

**NB: The following list is indicative and may change**, as the aforementioned survey is not yet completed. In addition, **the participating EUIs in both procedures (DIGIT/A3/PN/2017/040 and DIGIT/A3/PN/2017/041) may differ.**

The final list of participating EUIs will be communicated as soon as possible.

Number	Official name	Usual acronym	Site(s)
1	European Parliament	EP	Luxembourg (LU) Brussels (BE) Strasbourg (FR)
2	Council of the European Union / European Council (Secretariat General)	CONSILIUM	Brussels (BE)
3	Court of Justice of the European Union	CURIA	Luxembourg (LU)
4	European Central Bank	ECB	Frankfurt
5	Court of Auditors	ECA	Luxembourg (LU)
6	European Economic and Social Committee	EESC	Brussels (BE)
7	Committee of the Regions	CoR	Brussels (BE)
8	European External Action Service	EEAS	Brussels (BE)
9	European Investment Bank	EIB	Luxembourg (LU)
10	European Ombudsman	EO	Strasbourg (FR)
11	European Data Protection Supervisor	EDPS	Brussels (BE)
12	Agency for the Cooperation of Energy Regulators	ACER	Ljubljana (SL)
13	Body of European Regulators for Electronic Communications	BEREC	Riga (LV)
14	Community Plant Variety Office	CPVO	Angers (FR)
15	European Agency for Safety and Health at Work	EU-OSHA	Bilbao (ES)
16	European Agency for the Management of Operational Cooperation at the External Borders	FRONTEX	Warsaw (PL)
17	European Agency for the Operational Management of Large-Scale IT Systems in the Area of Freedom, Security and Justice	EU-LISA	Tallinn (EE)
18	European Asylum Support Office	EASO	La Valletta (MT)
19	European Aviation Safety Agency	EASA	Köln (DE)
20	European Banking Authority	EBA	London (UK)
21	European Centre for Disease Prevention and Control	ECDC	Stockholm (SE)
22	European Centre for the Development of Vocational Training	CEDEFOP	Thessaloniki (GR)
23	European Chemicals Agency	ECHA	Helsinki (FI)
24	European Environment Agency	EEA	Copenhagen (DK)
25	European Fisheries Control Agency	EFCA	Vigo (Spain)
26	European Food Safety Authority	EFSA	Parma (IT)
27	European Foundation for the Improvement of Living and Working Conditions	EUROFOUND	Dublin (IE)
28	European GNSS Agency	GSA	Prague (CZ)

29	European Institute for Gender Equality	EIGE	Vilnius (LT)
30	European Insurance and Occupational Pensions Authority	EIOPA	Frankfurt (DE)
31	European Maritime Safety Agency	EMSA	Lisbon (PT)
32	European Medicines Agency	EMA	London (UK)
33	European Monitoring Centre for Drugs and Drug Addiction	EMCDDA	Lisbon (PT)
34	European Network and Information Security Agency	ENISA	Heraklion (GR)
35	European Union Agency for Law Enforcement Training (ex-European Police College)	CEPOL	Budapest (HU)
36	European Police Office	EUROPOL	Den Haag (NL)
37	European Public Prosecutors Office	EPPO	to be decided
38	European Union Agency for Railways (ex-European Railway Agency)	ERA	Lille / Valenciennes (FR)
39	European Securities and Markets Authority	ESMA	Paris (FR)
40	European Training Foundation	ETF	Turin (IT)
41	European Union Agency for Fundamental Rights	FRA	Vienna (AT)
42	European Union's Judicial Cooperation Unit	EUROJUST	Den Haag (NL)
43	Office for Harmonisation in the Internal Market	EUIPO ex-OHIM	Alicante (ES)
44	Single Resolution Board	SRB	Brussels (BE)
45	Translation Centre for the Bodies of the European Union	CDT	Luxembourg (LU)
46	European Defence Agency	EDA	Brussels (BE)
47	European Union Agency for Security Studies	EUISS	Paris (FR)
48	European Union Satellite Centre	SATCEN	Torrejón de Ardoz (ES)
49	Euratom Supply Agency	ESA	Luxembourg (LU)
50	Education, Audiovisual and Culture Executive Agency	EACEA	Brussels (BE)
51	Executive Agency for Small and Medium-sized Enterprises	EASME	Brussels (BE)
52	European Research Council Executive Agency	ERCEA	Brussels (BE)
53	Consumers, Health and Food Executive Agency	CHAFEA	Luxembourg (LU)
54	Research Executive Agency	REA	Brussels (BE)
55	Innovation and Networks Executive Agency	INEA	Brussels (BE)
56	European Schools (Secretariat-General)	EURSC	Brussels (BE)
57	Bio-Based Industries	BBi	Brussels (BE)
58	Clean Sky	CLEANSKY	Brussels (BE)
59	Electronic Components and Systems for European Leadership	ECSEL	Brussels (BE)
60	Fusion For Energy	F4E	Barcelona (ES)
61	Fuel Cells and Hydrogen	FCH	Brussels (BE)
62	Innovative Medicines Initiative	IMI	Brussels (BE)
63	Single European Sky Air Traffic Management Research 2	SESAR2	Brussels (BE)
64	Shift2Rail	S2R	Brussels (BE)
65	European Institute of Innovation and Technology	EIT	Budapest (HU)
66	European Investment Fund	EIF	Luxembourg

The European Commission manages the procurement procedure, signs and manages the resulting framework contract (including any amendments thereto) on behalf of all the participating EUIs.

Each of the EUIs to which the framework contract applies will avail itself of the contract autonomously by concluding specific contracts with the contractor.

#### **2.4. Joint offers**

Joint offers are not permitted as the procedure is an exceptional negotiated procedure for which legal conditions state that "*supplies or services can only be provided by a single economic operator*".

#### **2.5. Subcontracting**

Subcontracting in connection with the provision of services is accepted under duly justified circumstances and as long as it does not contradict the legal basis of the negotiated procedure and the contractual provisions.

During the execution of the contract, subcontracting will generally be subject to the prior written authorisation from the Commission as provided in Article II.10 of the draft framework contract. Requests for subcontracting will have to comply with the requirements detailed in said article.

Regarding high-level services, a pre-agreed list of subcontractors can be established at contract signature and will be maintained during the contract.

#### **2.6. Lots**

These two negotiated procedures are not further divided into lots.

### **3. Characteristics of the contracts resulting from the present procedure**

#### **3.1. The contractual relationship resulting from the award of the contract for licences**

The result from the negotiated procedure for licences (DIGIT/A3/PN/2017/041) will be a single license agreement. The candidate will propose a draft agreement accordingly.

Framework contracts involve no direct commitment and, in particular, do not constitute orders per se. Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between the EUIs and the contractor during their period of validity.

Actual orders for Microsoft licences will be placed after the framework contract is signed and in force, through "order forms" or "specific contracts" placed on the framework contract in place between the EUI and the Microsoft Licensing Solutions Provider (LSP).

When preparing the offer, **the tenderer should take full account of the procurement documents**, as they will define and govern the contractual relationship to be established between the EUIs and the contractor. In particular, they should bear in mind the provisions of the draft framework contract which specify the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

#### **3.2. The contractual relationship resulting from the award of the contract for high-level services**

The framework contract resulting from the negotiated procedure for high-level services (DIGIT/A3/PN/2017/040) will be a **single framework contract**.

Framework contracts involve no direct commitment and, in particular, do not constitute orders *per se*. Instead, they lay down the legal, financial, technical and administrative provisions governing the relationship between the EUIs and the contractor during their 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.

For the negotiated procedure **DIGIT/A3/PN/2017/040**, the framework contract includes:

- (1) *Special Conditions*
- (2) *General Conditions*
- (3) *General Terms and Conditions for Information Technologies Contracts, version 2.1*
- (4) *Annexes*.

When preparing the offer, **the tenderer should take full account of the procurement documents**, as they will define and govern the contractual relationship to be established between the EUIs and the contractor. In particular, they should bear in mind the provisions of the draft framework contract which specify the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

### **3.3. Duration (for licences)**

The duration of the framework contracts resulting from the present procedures will be a variable of the negotiations.

Based on the standard duration of Microsoft's Enterprise Agreements, the initial duration will be not less than three years. A possible renewal term will be subject to negotiation.

### **3.4. Duration (for high-level services)**

The duration of the framework contract for high-level services will be aligned to the duration of the inter-institutional licensing agreement.

### **3.5. Tax exemption**

The EUIs are exempt from all duties and taxes, in accordance with:

- 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*;
- Articles 143 and 151 of the *Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax* (as last amended).

The Governments of the Member States grant this exception either through refunds upon presentation of documentary evidence or by immediate exemption.

### **3.6. The Legal Entity and the Financial Identification forms**

- With reference to *Annex IV - Financial Identification and Legal Entities forms* of the draft framework contract, the tenderer will have to provide in original, prior to the signature of the framework contract:
- the *Financial Identification form*, filled in and signed by an authorised representative of legal entity and his or her banker. Specific forms in all official languages of the EU are available at the following Internet address:
- [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)

- the *Legal Entity File*, signed by a representative authorised to sign contracts with third parties. The tenderer is requested to complete the appropriate form corresponding to its legal status, available on the following website:  
[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

The forms must be accompanied by the ad hoc supporting documents.

Please note that the Commission can only accept either original documents which must be less than 6 months old or good quality copies.

### **3.7. Protection of personal data**

In certain cases, the follow-up of your response will require the recording and further processing of personal data (for example, name, address or CVs of natural persons). These data will be processed in accordance with *Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data* (OJ L 8, 12.1.2001, p. 1-22)<sup>3</sup>.

Except if mentioned otherwise, personal data requested are necessary for the purpose of assessing your offer according to the tendering specifications and will only be processed for that purpose on a need-to-know basis.

You may, upon request, obtain the communication of your personal data and rectify any inaccurate or incomplete personal data. Should you have any queries concerning the processing of your personal data, please address them to the Head of Unit DIGIT/A3. As regards the processing of your personal data, you have a right to recourse at any time to the European Data Protection Supervisor.

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

[http://ec.europa.eu/dataprotectionofficer/privacystatement\\_publicprocurement\\_en.pdf](http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf).

Your personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 106 of the Financial Regulation. For more information, see the Privacy Statement on

[http://ec.europa.eu/budget/explained/management/protecting/protect\\_en.cfm](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm)

### **3.8. 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 during the contract execution, at the discretion of the EUIs.

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

The related documentation detailing the technical and functional characteristics of the e-PRIOR platform can be found at:

<https://webgate.ec.europa.eu/fpfs/wikis/display/ePRIOR/The+e-Procurement+suite>

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<sup>3</sup> As last amended or replaced.

Tenderers should be aware that the applications described can be modified at any moment to improve their security or to include new functionalities.

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

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

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

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

For more information please consult GS1's paper:

[http://www.gs1.org/docs/idkeys/GS1\\_Global\\_Location\\_Numbers.pdf](http://www.gs1.org/docs/idkeys/GS1_Global_Location_Numbers.pdf)

### **3.9. Service Level Requirements**

Specific requirements for high-level services are set out in **Annex 2** to this document – Service Requirements. These documents set out the service level 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.

### **3.10. Code of Conduct**

Working as an external staff for any of the participating EUI, means for the person a commitment 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 unauthorised person inside the buildings of the EUIs;
- willingly complying with the requirements of the EUI 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 the person may come to gain knowledge about in the process of his/her activities;
- never jeopardising the good functioning, the security or the confidentiality of the systems or data which the person 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 the person 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 Tenders;
- returning the access card(s) which have been granted before leaving or at first request by the Commission;
- showing utmost discretion regarding information which the person may come to gain knowledge;

- never disclosing information concerning matters dealt with by the EUIs services (be it political, judicial, budgetary or financial affairs, or the management of the EUI, the personnel or data processing);
- never writing documents with EUI letterhead paper;
- EMAS awareness in the daily behaviour.

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

When a contractor's team member sends e-mails using the EUI 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.

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 software products. Those kinds of trainings cannot incur additional costs for the EUI.

The above rules shall apply also to any sub-contractor.

### **3.11. EMAS compliance**

The contractor shall assist the Commission to perform its commitments as set in the EMAS EC Environmental Policy and shall follow EMAS best practices. The Commission's EMAS Environmental Policy is contained in **Annex 3** to this document.

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

### **3.12. 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.

### **3.13. IT security provision and security assessment**

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](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.

### **3.14. Security clearance**

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 whether 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 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 EUIs.

The documentation is available at:

[https://ec.europa.eu/info/files/security-standards-information-systems\\_en](https://ec.europa.eu/info/files/security-standards-information-systems_en)

and replaces Annex III to the GTCs.

### **3.15. 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 Contractor's staff member and per day.

## **4. Description of supplies and services covered by the procedure**

### **4.1. Background**

The Commission signed Framework Contract DI-07280 (or ILA) and DI-07290 (enrolment) with Microsoft Ireland Operations on 15.05.2014 as a result of the negotiated procedure DIGIT/R2/NP/2013/065 FOAE. The current contract will expire on 31.05.2018.

The Commission signed Framework Contract DI/07300 with Microsoft Belgium on 16.06.2014, as a result of the negotiated procedure DIGIT/R2/NP/2013/068. This framework contract will expire on 15.06.2018.

### **4.2. Purpose**

The negotiated procedure **DIGIT/A3/PN/2017/041** aims at the conclusion of a new inter-institutional licensing agreement (or ILA) in order to allow the above-mentioned EUIs to acquire a range of Microsoft software licences. Wherever the term licenses is used throughout the tendering specifications it should be understood as referring to either perpetual licences or subscriptions, depending on the context.

The negotiated procedure **DIGIT/A3/PN/2017/040** aims at the conclusion of a new framework contract in order to allow the above-mentioned EUIs to acquire Microsoft high-level services (for support and consultancy purposes).

### **4.3. Software licences**

Microsoft is requested to provide an offer for licensing different types of software through an appropriate volume licensing agreement, as described more in detail in the section §5 below.

The prices of the licences cannot increase during the whole duration of the framework contract resulting from the present negotiated procedure.

### **4.4. High-level services**

The offer for Microsoft high-level services shall comprise support and consultancy on product-specific matters and should be priced all-inclusive. The requirements for high-level services are detailed in section §6 below.

Services should be delivered at the EUI premises or at the premises of the tenderer.

Specific contracts based on this framework contract will follow the Fixed Price, Quoted Times & Means or the Times & Means templates.

Consulting services:

- Microsoft Belgium is expected to make an offer for different consultancy profiles covering the different sites of the EUI participating in this negotiated procedure.

Support services:

- Support services regarding the products included in the tender shall be provided for, covering the different sites of the EUI participating in this negotiated procedure.

### **4.5. Places of delivery**

Refer to the locations listed in table 1.

### **4.6. Volume for high-level services (DIGIT/A3/PN/2017/040)**

The volume estimate for Microsoft high-level services will result from the survey, and will be communicated during the negotiations.

The tenderer should take note that the EUIs are not legally bound to meet this volume, which is provided solely as a basis for the negotiations. The resulting volume may be lower or higher over time.

#### **4.7. Volume for licences (DIGIT/A3/PN/2017/041)**

The financial volume for the licences agreement will be zero (0) euro, since licences will be acquired via the Microsoft Licensing Solutions Provider (LSP) framework contract in place, or via its successor.

#### **4.8. Specific requirements for the financial quotations**

The financial quotation should be completely unambiguous. Prices must be quoted:

- in euros;
- free of all duties and taxes (in particular VAT), for the reasons stated in §3.5; and
- inclusive of all costs and expenses directly and indirectly connected with the supplies and/or services to be procured.

### **5. Requirements for the proposal for licences (DIGIT/A3/PN/2017/041)**

Every licensing proposal submitted by Microsoft will comply with the following (compulsory) structure. A proposal that omits any section of this structure will not be deemed compliant.

#### **5.1. The contractual setup**

The proposal shall target maximum simplicity at contractual level, but will contain as key elements:

- A Master Business and Services Agreement (MBSA) and an Enterprise Agreement Subscription (EAS) for the commitment part, covering both on premise and cloud adoption scenarios
- A complementary transactional purchasing component (to be decided), either based on a continuation of Select Plus, or on MBSA.

The number of DIGIT framework contracts needed to implement the prospective licensing agreement should be kept minimal.

- A single framework contract for licences can encompass the MBSA, the EAS and (possibly) a "Microsoft Products and Services Agreement" (MPSA) - as is the case under the current ILA.
- A second framework contract number can be associated to (each) EUIs own enrolment

#### **5.2. Duration of the licensing agreement**

Based on the standard duration of Microsoft's Enterprise Agreements, the initial duration will not be less than three years (i.e. 1 June 2018 till end of May 2021). A possible renewal term will be subject to negotiation.

#### **5.3. Invoicing of the licensing agreement**

The proposal will enable maximum simplicity in terms of administration of the agreements, as well as for invoicing procedures.

The invoicing mechanism will ensure accountability (i.e. invoicing bases on parameters, which are easily verifiable by the vendor) and will strictly respect the principle of budget annuity in every EUI.

## 5.4. Administration of the licences covered by the agreement

The proposal shall offer a suitable web-based portal to which relevant EUI staff (in each EUI) can be granted access in order to consult and manage their own scope of the licensing agreement, download keys and/or software, or activate Software Assurance Benefits (SAB) as needed. The portal's access permission model shall offer sufficient granularity to facilitate this. The proposal shall include the portal URL and describe the functionality of this administration tool.

The proposal shall also contain a description of the web-based platform (or portal) enabling the secure administration of the subscriptions to online services (in particular those outlined in section §5.14) by EUI staff.

## 5.5. Licensing on premise software - the reference scenario

The proposal for licensing on premise software shall include a "reference scenario" comprising the following products:

Product Groups	Product name (today)	Planned coverage ratio (%)
<b>CNU to QD</b>	Windows 10 Enterprise (E3 or E5)	100
	Office Professional Plus	100
	Visio Professional	to be defined
	Project Professional	to be defined
<b>CNU to PAU</b>	Core CAL Suite per user (°)	100
	Remote Desktop Services CAL	40
	Exchange Server Enterprise CAL	100
	Sharepoint Server Enterprise CAL	100
	Microsoft Identity Manager CAL	100
	Skype for Business Enterprise CAL	to be defined
	Skype for Business Plus CAL	to be defined
<b>Server products</b>	Windows Server Standard	to be defined
	Windows Server DataCenter	to be defined
	Windows External Connector	to be defined
	Exchange Server Enterprise	to be defined
	Skype for Business Server	to be defined
	Sharepoint Server	to be defined
	System Center Standard Server ML	to be defined
	System Center DataCenter Server ML	to be defined
	Microsoft Identity Manager (MIM)	to be defined
	SQL Server Enterprise Edition	to be defined
	Project Server	to be defined
<b>Development</b>	Visual Studio Professional w/MSDN	to be defined

Where the reference scenario contains suites (e.g. Core CAL Suite), the proposal shall explicitly detail the components of the suite, rather than referring to a web link which is subject to change.

Microsoft may take the initial assumption that the EUIs choice is for User Client Access Licences (CALs) (see "CNU to PAU" section).

The targeted coverage ratios per product depend on the needs of EUI, and are therefore intricately linked to the results of an inter-institutional survey, which is currently in progress.

For all products where a coverage ratio value is already specified, the EUI reserve the right to revise this value during the negotiations, at their sole discretion.

The values listed above are to be considered purely indicative at this point. For products where the table mentions "*to be defined*", the coverage ratio will be less than 100%.

## 5.6. Downgrade rights

The proposal shall describe explicitly how downgrade rights can be applied.

## 5.7. Licensing additional on premise software

In addition to the reference scenario and its prospective variants (to be further developed), the Microsoft proposal will describe provisions to license additional on premise software.

These provisions could take the form of option packs (as available under the existing ILA), or could be equivalent arrangements.

The provisional list of software concerned by this is shown below. This list is to be considered purely indicative, and may be subject to change by the EUI negotiation team, at its sole discretion.

<b>On premise software - additional products</b>
Enterprise CAL Suite (*)
Remote Desktop Services CAL (additional coverage)
Exchange Server Enterprise CAL (partial coverage)
SharePoint Server Enterprise CAL (partial coverage)
Skype for Business Enterprise CAL (additional coverage)
Skype for Business Plus CAL (additional coverage)
Skype for Business Server (additional coverage)
System Center Client Management Suite Client ML
Active Directory Rights Management Services CAL (RMS CAL)
Visual Studio Test Professional
Visual Studio Enterprise
Team Foundation Server (TFS)
MSDN Platforms
Advanced Threat Analytics Client Management License (ATA CML)

## 5.8. Catering for the needs of all EUI

In view of the widespread use of the agreements by EUI ranging in size and complexity from very small to very large, the proposal will cater for diversity of needs by offering a range of scenarios and option packs or equivalent arrangements.

The EUI do not guarantee that the reference scenario detailed above will be the minimal one (i.e. in addition to potentially richer scenarios, it is quite possible that scenarios with lower product coverage ratios and/or with fewer products may be required to satisfy the needs of some EUI). Such scenario variants will be developed and discussed during the negotiation.


A provisional "*minimal scenario*" is listed below for indicative purposes, and subject to change:

<b>Product Groups</b>	<b>Product name (today)</b>	<b>Planned coverage ratio (%)</b>
<b>CNU to QD</b>	Windows 10 Enterprise E3	100
	Office Professional Plus	100
	Visio Professional	to be defined
<b>CNU to PAU</b>	Core CAL Suite per user (*)	100
	Remote Desktop Services CAL	20
	Exchange Server Enterprise CAL	50
	Sharepoint Server Enterprise CAL	50
	Microsoft Identity Manager CAL	100
<b>Server products</b>	Windows Server Standard	to be defined
	Windows External Connector	to be defined
	Exchange Server Enterprise	to be defined
	Sharepoint Server	to be defined
	System Center Standard Server ML	to be defined
	Microsoft Identity Manager (MIM)	to be defined
	SQL Server Enterprise Edition	to be defined

## 5.9. Mix between scenarios and option packs

Each EUI will be able to choose and adopt its preferred scenario and/or option packs. No mix is allowed between on premise software scenarios within a single institution and a single enrolment.





## 5.12. Pricing proposal of the licensing agreement

The pricing proposal will contain a glossary of definitions for all the key parameters involved in setting the annual invoice.

The price to be paid by any EUI will be a Yearly Fixed Price (YFP), expressed in €, which will depend on a number of parameters (*to be developed*).

All prices shall be expressed in euro (€) and will be defined at ERP level (i.e. Estimated Retail Price). In essence, the financial proposal will contain a set of discounted ERP prices.

The financial proposal will show both the discounted and the undiscounted ERP prices (i.e. the EAS level D prices, applicable to governmental customers), such that the offered discount level is clearly visible.

For reasons of transparency and in order to assist the EUI in defending internally the prospective agreement (if any), the pricing for a scenario will show the full breakdown of prices for every product which is part of it.

## 5.13. Complementary transactional licensing (ad-hoc purchases)

Apart from the commitment-based agreement, the proposal will offer a mechanism for complementary transactional licensing. This could be based on Select Plus, or on MPSA.

Microsoft may assume that the big majority of the future contract volume will go in the commitment-based licensing agreement (as was the case for the existing ILA).

## 5.14. Licensing cloud software

The prospective agreements need to be useable by EUIs who already (partially) adopted O365 cloud solutions (i.e. notably via purchases under our framework contract SIDE DI-07360).

As a guiding principle, the agreement should enable a smooth transition to cloud services at contractual level. Based on decisions taken by its internal governance bodies, and an assessment of the benefits and risks associated, any individual EUI may opt to gradually transition to (some) cloud services, starting with on premise deployments.

A potential adoption of cloud offerings by any EUI should not cause a sudden increase in its expenditure, and Microsoft's proposal should explain in detail how it intends to comply with this guideline.

A transition to cloud cannot be done overnight, so inevitably, a simultaneous coverage of both on premise and cloud solutions shall be possible.

It should be possible for EUI to move specific services back on premise if such a policy decision were taken by any EUI, at its sole discretion.

An overview of cloud software to be covered as part of the proposal is shown below.

This list is indicative at this point in time and may be subject to change by the EUI negotiation team, at its sole discretion.

Cloud type offering	Cloud solutions
Global cloud	Office 365 Enterprise E1 (full)
Global cloud	Office 365 Enterprise E3 (full)
Global cloud	Office 365 Enterprise E5 (full)
Global cloud	Office 365 Plan E1 (add-on touserCoreCAL)
Global cloud	Office 365 Plan E3 (add-on touserCoreCAL)
Global cloud	Office 365 Plan E5 (add-on touserCoreCAL)
Global cloud	Office 365 From E1 to E3 (step-up)
Global cloud	Azure Active Directory Premium P1
Global cloud	Azure Active Directory Premium P2
Global cloud	Azure Information Protection Premium P1 (standalone)
Global cloud	Azure Information Protection Premium P2 (standalone)
Global cloud	Azure ExpressRoute
Global cloud	Azure Key Vault
Global cloud	Enterprise Mobility + Security suite (EMS) - E3 level
Global cloud	Enterprise Mobility + Security suite (EMS) - E5 level
Global cloud	Microsoft Secure Productive Enterprise (E3)
Global cloud	Microsoft Secure Productive Enterprise (E5)
Sovereign cloud	Office 365 Enterprise E3 (full - DE)
Sovereign cloud	Office 365 Enterprise E5 (full - DE)
Sovereign cloud	Office 365 Plan E3 (add-on touserCoreCA - DE)
Sovereign cloud	Office 365 Plan E5 (add-on touserCoreCAL - DE)

For every suite or bundle included in the above list, the licensing proposal will explicitly detail the components included as part of it.

### 5.15. Portability of on premise licences to (and from) SaaS solutions

The proposal shall clarify explicitly – for every product where such portability is applicable - the possibilities of using the coverage for specific on premise licences (included in "on premise scenarios", as shown in §5.4 or §5.8) in (Microsoft) SaaS services. A specific section of the proposal document shall be devoted to this subject.

### 5.16. Portability of on premise licences to (and from) IaaS or PaaS solutions

The proposal shall clarify explicitly – for every product where such portability is deemed applicable - the possibilities of using the coverage for specific on premise licences (included in "on premise scenarios", as shown in §5.4 or §5.8) in IaaS or PaaS services.

These IaaS or PaaS services can be Microsoft Azure services, but may also include offerings from alternative IaaS or PaaS providers, acquired by the EUI through their relevant cloud framework contracts.

A specific section of the proposal document shall be devoted to this subject.

Some example questions are listed below:

- A given EUI subscribes to Azure VM services via its Cloud framework contract. Can this EUI use its coverage for Windows Server OS licences in this IaaS offering, and if so, what are the applicable rules? How can the EUI use its contractual coverage for Sharepoint, Exchange or SQL licences in this IaaS offering?
- A given EUI subscribes to Amazon Web Services via its Cloud framework contract. Can this EUI use its coverage for Windows Server OS licences in this offering, and if so,



## 5.19. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## 5.20. Out of scope software

Following products will not be part of the negotiation scope:

- Any Azure IaaS and PaaS offerings that form part of the scope of the Cloud I framework contracts (or are expected to be part of its successor contract(s)), and are not listed in section §5.14.
- Dynamics 365 CRM Server
- Biztalk Server

The EUI negotiation team reserves the right to change its position during the negotiation, at its sole discretion.

## 5.21. Step-in fee mechanism

Microsoft is asked to develop a step-in fee provision, enabling institutions to join that do not own perpetual licences of the latest version of desktop products or that are not in a subscription agreement for the same products prior to joining the new Agreement.

## 5.22. Pricing for EUI joining the agreement after its start date

Microsoft is asked to propose specific provisions in case EUIs with no previous licensing agreement join the agreement after its start date.

Microsoft is asked to consider the specific case of a new institution being created (or spawned) on the basis of existing ones (i.e. where staff from existing EUI is transferred or seconded to the new one).

## 5.23. EP users in Strasbourg

Microsoft is asked to reconsider the specific provision applying to European Parliament users in Strasbourg - as described in section §5.1 of the Licensing proposal V8.2 of 10 March 2014 in the current ILA - and which has been formalised in the enrolment of the EP.

## 5.24. Glossary

Microsoft's proposal shall contain a complete glossary of all acronyms used as part of it.

## 5.25. Other considerations

Microsoft will be asked to clarify its policy with regards to certain software (e.g. drivers for Surface Mice) which appears available only via purchases on the Windows App Store.

## 6. Requirements for the proposal for high-level services (DIGIT/A3/PN/2017/040)

The structure of the proposal for high-level services will be aligned with the structure under the existing ILA, as follows:

- A technical services proposal

- A financial services proposal

### **6.1. Description of the services model**

This section will describe at a high level the services model, currently based on a combination of MCS and Premier Support Services.

In case this model is changing, Microsoft will clearly describe how and when, and clarify the impact on its services delivery to EUI.

### **6.2. MCS consultancy Services**

This section will describe in detail the profiles available under MCS, including their guaranteed level of expertise.

The proposal will distinguish clearly between MCS local profiles (i.e. staff from Microsoft Belgium), profiles from the Centres of Excellence (CoE), Global Delivery Network (GDN) profiles and profiles sourced from Microsoft Partner networks.

### **6.3. Premier Support Services**

This section will detail the "Premier Tier" model for Premier Support. The proposed components of a Premier Tier "N" package will be fully detailed in every case.

The proposed Premier Support services shall not be limited to supporting software covered by on premise licences, but will include the possibility for EUI staff to open and follow up support cases for the online services as described in section §5.14. Microsoft is asked to describe in detail how the Premier Support service will operate in a hybrid context where both on premise software and online services may be adopted by EUI.

Microsoft is asked to propose support packages that can fit the very different sizes and varying levels of complexity in the EUI.

The Premier Tier "N" packages for the largest EUI will include all of the below:

- TAM hours providing account management and proactive services
- Hours of on-site Dedicated Support Engineer
- Hours of proactive services
- Hours for Premier Support incidents with coverage 24 x 7 x 365
- Standard Premier Support services

EUI may elect to convert "SA PRS" incidents to PRS hours or to DSE hours. The proposal shall describe the modalities of such conversion.

The proposal shall include provisions to transfer the remainder of hours (if any) of the chosen Tier "N" package to the subsequent agreement year, with the exception of the final year of the agreement.

### **6.4. Additional Premier Support Services**

This section will detail the proactive Premier services catalogue, possibly grouped per service family.

Microsoft will offer the possibility to purchase additional chunks of either proactive or reactive hours, in order to complement the coverage of Premier Tier packages where needed.

### **6.5. The framework contract governance**

The governance aspects of the future framework contract for high-level services will be based on:

- The Service Level Requirements (SLR) in Annex 2 to the tendering specifications

- The proposed Quality Plan (QP), detailed in the next section

## 6.6. The Quality Plan (QP)

The Quality Plan (QP) will describe the roles involved in the delivery to EUI of Premier and MCS services, together with their specific responsibilities. These roles shall include the TAM (i.e. Technical Account Manager) and the Engagement Manager (where applicable). It constitutes a mandatory part of the Microsoft proposal for high-level services.

The QP shall contain at a minimum following sections:

- A list of definitions and acronyms, applicable to Premier and/or MCS delivery.
- A list of reference documents, which will include the Premier Support Quick Reference Guide MPO (or equivalent)
- A list of objectives for Premier and MCS service delivery
- A **Quality Plan for Premier Services**, including
  - General provisions
  - Roles & responsibilities
  - Escalation paths for proactive services, for reactive services and for critical situations (i.e. "severity 1" and "severity A" situations).
  - A clear tabular overview of service level metrics, describing the expected Microsoft response depending on case severity
  - The proposed onsite schedules of TAM and DSE resources, depending on the Tier level chosen
  - The description of a validity and review process
  - The provisions for ordering and scheduling Premier Proactive Services
  - The modalities of monthly Premier Service reporting
  - A clear description of how to use the Premier Service to manage the lifecycle of support cases (i.e. open, follow up and close) related to either on premise software or to online services (e.g. Office 365 services)
- A **Quality Plan for MCS**, including:
  - The methodology for delivering services projects and engagements
  - Customer roles and responsibilities
  - Microsoft roles and responsibilities
  - The governance approach for MCS, structured as follows:
    - Governance for T&M engagements
    - Governance for QTM and FP engagements
    - The role of steering committees
  - The modalities of monthly MCS reporting
  - The escalation path for MCS delivery
  - A description of effective measures to ensure satisfactory delivery of consultancy services including sanctions, for all possible modes of service delivery (i.e. T&M, QTM or fixed price).

- A description of the proposed workflow to handle replacement of non-performing consultants, including a provision of handover days provided free of charge to the EUI
- Contact Data
- Statement of Work (SOW) template

## **7. ASSESSMENT OF PARTICIPATING ENTITY AND OFFER(S)**

The assessment of the candidate and of its offer(s) will be conducted based on the rules set out in the Financial Regulation and its Rules of Application.

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

The tenderer shall provide with its tender the declaration on honour, signed and dated, stating that it is 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.

The template form for the declaration on honour is provided in Annex 1 of this document.

All identified subcontractors and entities on whose capacity the economic operator intends to rely must also provide a declaration on honour signed by an authorised representative.

Furthermore, the tenderer shall provide, preceding the signature of the contract, the evidence referred to in Article 141 of the Rules of Application of the Financial Regulation.

Any identified subcontractor at the stage of submission of tender will have to provide the same set of evidences before the signature of the framework contract.

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

The Commission may waive the obligation of a tenderer to submit the documentary evidence referred to if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the documents are not more than one year old starting from their issuing date and that they are still valid.

In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in his situation have occurred.

### **7.2. Legal and regulatory capacity**

The tenderer must prove that it is allowed to pursue the professional activity necessary to carry out the contractual duties subject to these negotiated procedures. The tenderer must provide the following information if it has not been provided with the Legal Entity Form:

- For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

The tenderer must furthermore prove that it holds all relevant intellectual property rights to an extent that is necessary to fulfil all contractual obligations and to transfer rights related to software products and services as described in the specifications.

### **7.3. Economic and financial capacity**

The tenderer must have the necessary economic and financial capacity to perform the resulting Framework Contract(s) until its end. In order to prove its capacity, the tenderer must comply with the economic and financial selection criteria as specified hereunder:

- To hold - and uphold for the whole duration of the framework contracts – a professional indemnity insurance with a minimum cover of €5,000,000 per year;

*Or alternatively*

To commit to obtain such insurance in time before the contract award

- To still have at its disposal the economic and technical resources necessary to fulfil the contractual obligations in continuity of Framework Contracts DI/07280 and DI/07300

Evidence or supporting documents 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 1 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.

### **7.4. Technical and professional capacity**

For any subcontractor, the tenderer will produce a commitment by the said subcontractor that it will have at its disposal the resources necessary for the performance of the contract.

Would the subcontractor not be an employee from a local Microsoft entity, the tenderer will provide the proof that the said subcontractor has access to the Microsoft resources and information necessary for the performance of the contract.

For the services provided at a facility directly under the oversight of one contracting authority, the contractor will indicate the names, contacts and authorised representatives of subcontractors involved.

### **7.5. Negotiation procedure**

Negotiations will be conducted in an iterative way, based on the successive tenders submitted for each negotiation round.

Details concerning the submission of the tenders are provided in the invitation to tender.

The Commission reserves the right to further elaborate the procurement documents, including these tendering specifications, adding or removing details and requirements.

Negotiations will entail a series of regular hearings (i.e. face-to-face meetings on EC premises) with written record of the hearings signed by both parties. In addition, negotiations may also be conducted in writing (preferably via email). The frequency of these hearings will be communicated at the start of the negotiations.

Negotiations may address the technical and financial conditions of the tender as well as non-substantial aspects of the conditions of the contract.

Tenders shall be assessed to ensure that they are in order and particularly to ensure that they meet the essential requirements of the contract, taking into account the strict satisfaction of the EUIs needs and their limited budget.

The correction of irregularities may also be the subject of negotiations.

An escalation procedure is foreseen, would the negotiation block on irregular or unacceptable tenders. The tenderer will indicate in his tender how to initiate such escalation procedure and who

will be representing its party in such case, noting that the escalation level for the Commission will be at management level.

## **7.6. Timeline for the initial offers**

The first round of negotiation has the following deadlines for submission:

- The initial proposal for licences: Wednesday 20 September 2017.
- The initial proposal for high-level services: Wednesday 20 September 2017.

## **7.7. Evaluation of offer and award criteria**

Each offer in each negotiated procedure will be assessed by the Evaluation Committee in regard to its accordance with the minimum requirements as they are defined in this document and possibly adapted in the course of the negotiations. To be found acceptable, an offer needs to provide a reasonable and adequate value for money.

For both negotiated procedures, the value of the contracts to be published will be estimated based on the final financial offer and the volumes announced during the negotiations.

## **7.8. Award and signature of the framework contracts**

The award decision for both negotiated procedures will be based on the evaluation report of the final tender by the Evaluation Committee, which will be submitted for validation to DIGIT Senior Management and the GAMA Inter-institutional Committee.

The resulting framework contracts can only be signed after a standstill period of 10 days running from the day after the relevant contract award notice has been published in the Official Journal of the European Union.

## **8. LIST OF ANNEXES**

Annex 1a – Declaration on Honour on Exclusion and Selection

Annex 1b – Cover letter for tenderer

Annex 2 – Service Level Requirements (for high-level services)

Annex 3 – EMAS Environmental Policy

Annex 4 – Cloud Services Security Framework

Annex 5 – Cloud Services Requirements

Annex 6 – Cloud Services Questionnaire

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