



Schola europaea

Office of the Secretary general

Open Procedure Number: BSGEE2018-01

TENDERING SPECIFICATIONS

Licensing Solution Provider (LSP) for Microsoft products

1. TITLE

Provision of Microsoft 365 A3 Education software licenses and services.

2. SUBJECT OF THE FRAMEWORK CONTRACT

2.1 Microsoft 365 A3 Education Product

The purpose of the tender is to provide the Office of the Secretary General for the European Schools – “OSGE” also called “the contracting authority” with a framework contract for the provision of

1. **Enrolment for Microsoft 365 A3 Education and Student Use Benefit M365 EDU**
2. **A3 ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft Services**
3. **ExchgSvrStd ALNG LicSAPk OLV E 1Y Acdmc AP**
4. **SQLSvrStdCore ALNG LicSAPk OLV 2Lic E 1Y Acdmc AP CoreLic**
5. **FrfrntIdnttyMgr ALNG LicSAPk OLV E 1Y Acdmc AP Live**
6. **FrfrntIdnttyMgrCAL ALNG LicSAPk OLV E 1Y Acdmc AP UsrCAL]**
7. **SysCtrDPMSvrMLEnt ALNG LicSAPk OLV E 1Y Acdmc AP**
8. **SysCtrDPMSvrMLStd ALNG LicSAPk OLV E 1Y Acdmc AP**
9. **WinSvrDataCtr ALNG LicSAPk OLV E 1Y Acdmc AP 2Proc**
10. **WinSvrStd ALNG LicSAPk OLV E 1Y Acdmc AP 2Proc**
11. **DsktpOptmztnPkforSA ALNG SubsVL OLV F 1Mth Acdmc AP PerDvc forWinSA**

During all the duration of the contract, the tenderer must provide in the following specifics services exclusively for the

	Type of service	Frequency or Deadline for reply	Deadline for reply	Location
1	Information and guidance session on Microsoft license policy updates and developments	Twice a year	To be determined by OSGES	Brussels
2	MSImgnAcadmy ALNG SubsVL MVL Srvcs	MS Imagine Academy		
3	Request for a meeting on a specific subject related to the EES contract (to be defined by BSGEE)	Upon request of OSGES with a maximum of 4 meetings per calendar year	Maximum 5 working days	Brussels
4	Topics related to different academic contracts or Microsoft licensing	Upon request of OSGES	Maximum 3 working days	Remotely by mail/telephone or in Brussels
5	Microsoft Quotation and Price Request	Upon request of OSGES	Maximum 3 working days	

6	Proof of LSP certification	Once a calendar year	To be determined by OSGES	Brussels
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The tenderer undertakes to set up a single contact address by courier or similar, which will make it possible to centralise all the requests made by the European Schools.

3. COMPLIANCE WITH ENVIRONMENTAL, SOCIAL AND LABOUR LAW

The contractor must respect the applicable obligations under environmental, social and labour law established by Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU¹.

4. DURATION

The contract resulting from the present call for tenders will have an initial duration of three (3) years as from the date of signature by the last of the contracting parties, and may be renewed up to three (3) times, each time for an additional period of one (1) year.

5. PARTICIPATION OF EUROPEAN SCHOOLS AND PLACES OF DELIVERY

This call for tenders is inter-schools. In addition to the OSGES itself, the resulting contract will apply to the following awarding authorities:

BELGIUM
European School of Brussels I (Uccle + Berkendael)
European School of Brussels II (Woluwé)
European School of Brussels III (Ixelles)
European School of Brussels IV (Laeken)
European School of Mol
LUXEMBOURG
European School of Luxembourg I (Kirchberg)
European School of Luxembourg II (Mamer)

¹Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (Text with EEA relevance) (OJ L 94, 28.3.2014, p. 65-242).

NETHERLANDS
European School of Bergen N.H. (Petten)
GERMANY
European School of Frankfurt
European School of Karlsruhe
European School of Munich
SPAIN
European School of Alicante
ITALY
European School of Varese

Participation of European Schools

The OSGES often issues inter-schools calls for tenders. Whenever this is the case, the contract notice and the tendering specifications explicitly state this fact and specify exactly which awarding authorities the resulting contract will apply to.

The participation of European Schools may have important consequences for the future contractor, in particular as regards the volume of the contract and the places of delivery.

In brief, interschools procedures are handled as follows:

- The OSGES publishes the call for tenders, evaluates the offers and signs and manages the resulting framework contract (including any amendments thereto) on behalf of all the participating schools.
- Each European School to which the framework contract applies will avail itself of the contract autonomously by concluding specific order forms with the contractor.

6. INDICATIVE VOLUME

1. **M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr: 4000**
2. **A3 ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft Services (student use benefit)**
3. **ExchgSvrStd ALNG LicSAPk OLV E 1Y Acdmc AP: 5**
4. **SQLSvrStdCore ALNG LicSAPk OLV 2Lic E 1Y Acdmc AP CoreLic: 20**
5. **FrfrntIdnttyMgr ALNG LicSAPk OLV E 1Y Acdmc AP Live: 2**
6. **FrfrntIdnttyMgrCAL ALNG LicSAPk OLV E 1Y Acdmc AP UsrCAL: 345**
7. **SysCtrDPMSvrMLEnt ALNG LicSAPk OLV E 1Y Acdmc AP: 1**
8. **SysCtrDPMSvrMLStd ALNG LicSAPk OLV E 1Y Acdmc AP: 1**
9. **WinSvrDataCtr ALNG LicSAPk OLV E 1Y Acdmc AP 2Proc:32**
10. **WinSvrStd ALNG LicSAPk OLV E 1Y Acdmc AP 2Proc: 111**
11. **DsktpOptmztnPkforSA ALNG SubsVL OLV F 1Mth Acdmc AP PerDvc forWinSA: 698**

Please note that the above figures are given for estimation purposes and that the total value of the contract depends on the quantities the OSGES and each European School will order. However, the OSGES cannot commit to exact quantities to be ordered.

I. ADMINISTRATIVE INFORMATION CONCERNING THE INVITATION TO TENDER

I.1. Participation in the tendering procedure

Participation in this procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties.

Submission of a tender implies acceptance of the terms and conditions set out in this invitation to tender, in the tendering specifications and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

Once the ES has accepted the tender, it shall become the property of the ES and the ES shall treat it confidentially.

The ES shall not reimburse expenses incurred in preparing and submitting tenders.

I.2. Contact between the tenderer and the ES

Contacts between the ES and the tenderers may take place only in **exceptional circumstances**. For the details, please refer to point 10 of the Invitation to tender.

I.3. No obligation to award the contract

This invitation to tender is in no way binding on the ES. The ES' contractual obligation commences only upon signature of the contract with the successful tenderer.

Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure. This decision must be substantiated and the tenderers notified.

No compensation may be claimed by tenderers whose tender has not been accepted, including when the ES decide not to award the contract.

I.4. Data Protection

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data, and in compliance with applicable national legislation on the protection of privacy. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in

accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the ES' Procurement Unit, acting as data controller.

You are informed that for the purposes of safeguarding the financial interest of the ES, your personal data may be transferred to internal audit services, to the European Court of Auditors and/or to the European Anti-Fraud Office (OLAF).

I.5. Variants

No variants or substitutes for the contracting authority's model solution are allowed. Furthermore, tenderers may not submit a tender only for part of the services required.

I.6. Confidentiality

All members of the provider's staff shall abstain from any action and, in particular, any public expression of opinion which may be detrimental to the public image of the European Schools in general or to any of its members'. All members of the provider's staff may not, in any manner whatsoever, disclose to any person any document, fact or information of an administrative or educational nature not considered public. They shall exercise the greatest discretion and treat them as confidential. They shall continue to be bound by this obligation after the expiration of contractual bonds.

The contracting authority and the contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the contract and identified in writing as confidential.

The contractor shall:

- a. not use confidential information and documents for any purpose other than fulfilling its obligations under the contract without prior written agreement of the contracting authority;
- b. ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;
- c. not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the contracting authority.

The confidentiality obligation shall be binding on the contracting authority and the contractor during the performance of the contract and for five years starting from the date of the payment of the balance unless:

- a. the disclosing party agrees to release the other party from the confidentiality obligation earlier;
- b. the confidential information becomes public through other means than in breach of the confidentiality obligation, through disclosure by the party bound by that obligation;
- c. the disclosure of the confidential information is required by law.

The contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the contract, an undertaking that they will comply with the confidentiality obligation.

II. ASSESSMENT OF TENDERERS AND OFFERS

All the requested documents have to be provided for each lot in a separate envelope, even if applying for both lots.

Tenderers and their tenders will be evaluated in stages as follows:

- 1) Exclusion of tenderers in the cases listed in point 1.1 below;
- 2) Selection of tenderers on the basis of the selection criteria listed in point 1.2 below;
- 3) Technical and financial evaluation of the tenders on the basis of the award procedure and criteria described in point 4.3 below;

Award of the contract.

II.1. Exclusion criteria

II.1.1. DECLARATION OF HONOUR

It is requested that each tenderer provide a declaration, dated and signed by a duly authorised legal representative, stating that they are not in one of the situations referred to in 106 and 107 of Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council of 28 October 2015 amending Regulation (EU, Euratom) No 966/2012 on the financial rules applicable to the general budget of the Union (hereinafter “the Financial Regulation”) in accordance with Article 66 of the European Schools’ Financial Regulation. The declaration can be found in Annex 1.

In the case of a joint tender, this declaration must be submitted - dated and signed by a duly authorised legal representative - by each member of the group.

The exclusion criteria apply to each member of the group and to each subcontractor concerned.

In accordance with Article 66 of the FR and pursuant to Article 141 of the rules of application of the Financial Regulation applicable to the budget of the European Union, before the contract is signed, the successful tenderer(s) will be invited to submit the supporting documentation referred to in the declaration by the deadline set by the contracting authority.

II.1.2. EVIDENCE

In case of award, evidence with a view to corroborate the aforementioned Declaration(s) of Honour is deemed necessary by the Contracting Authority. The following *evidence* in relation to items mentioned previously shall specifically be supplied:

For situations described in (a), (c), (d) or (f) of the declaration,

- A recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country where the person is established, showing that these requirements have been met.

For situations described in (a) or (b),

- Recent certificates issued by the competent authorities of the State concerned are required. These documents must provide proof of payment of all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.
- Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or a notary or, failing that, by a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

If the tenderer is unable to provide the documents requested within the time limit specified by the contracting authority and cannot therefore prove that it is not in one of the exclusion situations, the tender may be rejected and the contracting authority reserves the right to sign the contract with another tenderer.

Evidences confirming the declaration on their honour will be requested by the European Schools to the winning tenderer, within a defined time limit and preceding the signature of the framework contract.

II.2. Selection criteria

II.2.1. ECONOMIC AND FINANCIAL CAPACITY

In order to prove that the tenderers have sufficient economic and financial capacity to perform the contract, they will be asked to present the following documentation signed by the authorized representative of the tenderers:

- a) Evidence of **professional risk indemnity insurance**;
- b) A statement of overall turnover concerning the services covered by this contract, during the last **three** financial years, establishing that, on yearly average, the following applicable financial thresholds (minimum values) are complied with 560.000,-€.

II.2.2. TECHNICAL AND PROFESSIONAL CAPACITY

Tenderers are required to prove that they have sufficient technical and professional capacity to perform the contract.

Evidence of the technical and professional capacity is to be furnished on the basis of:

1. A statement from Microsoft editor:
 - a) Evidence will have to be produced regarding that the tenderer is qualified as a Microsoft LSP (i.e. Licensing Solutions Provider). The LSP must provide evidence that they are able to deliver to European schools and provide references thereto.
 - b) who certifies that the maintenance of the licenses is guaranteed in case of termination of the tenderer's business.
2. The bidder must provide an ordered list of at least **2** references. Each reference consists of an individual client with whom the tenderer has signed one or more contracts in the period 1/1/2015 - 31/12/2017 totalling at least **250 000 €** for the rendering of services.

II.3. AWARD CRITERIA

Once tenderers have provided evidence that they have the capacities, experience and skills required for performance of the tasks mentioned in the present call for tender by having furnished all documents mentioned in the Exclusion and Selection Criteria fields, their offer will be assessed by a committee appointed by the OSGES.

The contract will be awarded to the tender offering the lowest price among the formal and conformed tenders.

II.3.1. FINANCIAL EVALUATION

The financial evaluation will be based on the analysis of the price among the admissible tenders.

The volume estimates provided in the Price schedule form are not binding to the contracting authority with regard to actual orders to be placed. The tender is awarded the framework contract, only the unit price will be binding.

The tenderer commits to apply these discounts to the awarding authorities as described above, for the whole duration of the framework contract, and irrespective of the conditions the tenderer receives from Microsoft (even if these conditions might change during the lifetime of the framework contract). To present its financial offer, the tenderer must complete the Price schedule form in Annex II with the utmost care.

The price for the tender must be made up of the unit of the supplies, expressed in euro (to two decimal places). The total price of all supplies will be taken into account for awarding the framework contract.

Tenderers from countries outside the Eurozone must also quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

Where a service is provided free of charge, the tenderer must indicate EUR 0,00.

The prices quoted must be unit prices, inclusive of all costs.

As the European Schools are exempt from all taxes and dues, including value added tax (VAT), prices must be quoted free of duties, taxes and dues.

LIST OF ANNEXES

Annex	Description
I.	Declaration of honour
II.	Price schedule