



European Securities and
Markets Authority

Technical Specifications and monitoring

Supply and maintenance of a solution for a secure exchange of electronic documents
between financial institutions

Invitation to tender OJ/20/08/2012-PROC/2012/005

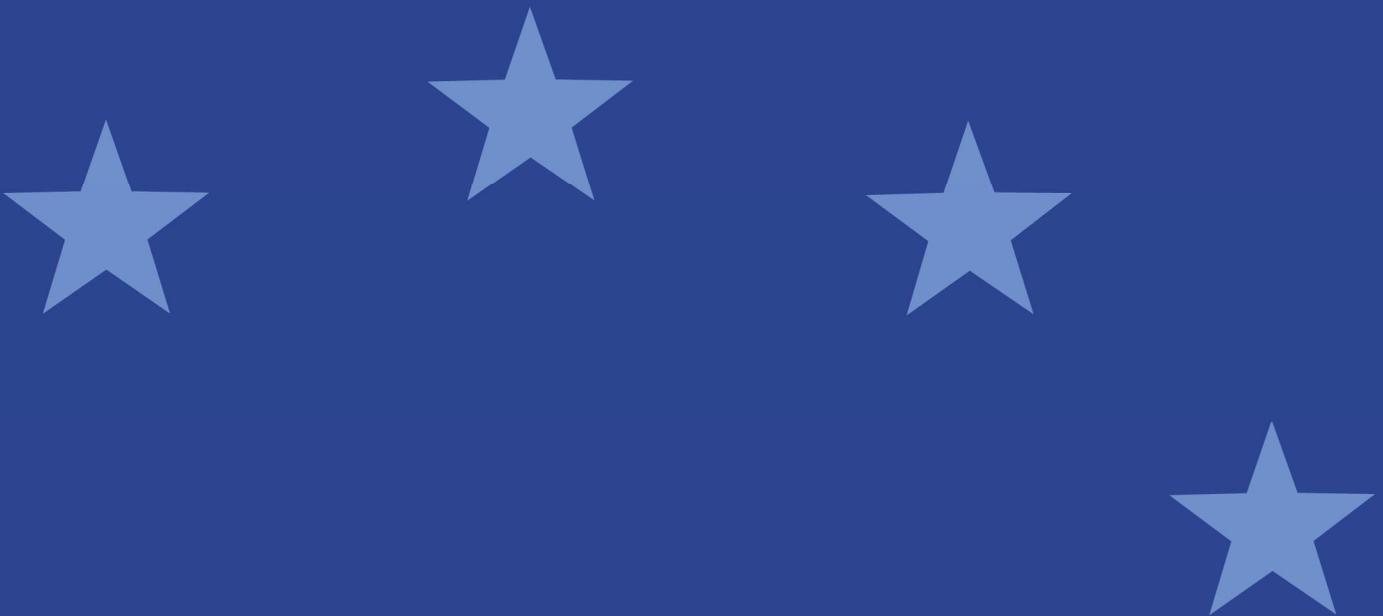


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Introduction to ESMA

ESMA is an independent EU Authority that contributes to safeguarding the stability of the European Union's financial system by ensuring the integrity, transparency, efficiency and orderly functioning of securities markets, as well as enhancing investor protection. In particular, ESMA fosters supervisory convergence both amongst securities regulators, and across financial sectors by working closely with the other European Supervisory Authorities (ESAs) competent in the field of banking (EBA), and insurance and occupational pensions (EIOPA).

ESMA's work on securities legislation contributes to the development of a single rule book in Europe. This serves two purposes; firstly, it ensures the consistent treatment of investors across the Union, enabling an adequate level of protection of investors through effective regulation and supervision. Secondly, it promotes equal conditions of competition for financial service providers, as well as ensuring the effectiveness and cost efficiency of supervision for supervised companies. As part of its role in standard setting and reducing the scope of regulatory arbitrage, ESMA strengthens international supervisory co-operation. Where requested in European law, ESMA undertakes the supervision of certain entities with pan-European reach.

Further information on the Authority can be found on the ESMA website www.esma.europa.eu

The tender process

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

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

The applicable regulations, namely directives **92/50/EEC**, **93/36/EEC** and **93/37/EEC**, oblige the ESMA to guarantee the widest possible participation, on equal terms in tender procedures and contracts

1. Overview of this tender

1.1 Description of the contract

The services required by ESMA are described in the terms of reference in [section 2](#) of the present tender specifications.

In drawing up a tender, tenderers should bear in mind the provisions of the draft contract in **Annex I**. In particular, the draft contract indicates the method and the conditions for payments to the contractor.

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

1.2 Timetable

Activity	Date	Comments
Launching of tender	20/08/2012	Dispatch of contract notice to the OJ
Deadline for request of clarifications from ESMA	20/09/2012	
Site visit or clarification meeting (if any)	-	Not applicable to this tender
Last date on which clarifications are issued by ESMA	28/09/2012	
Deadline for submission of offers	05/10/2012	At 16:00 local time if hand delivered
Interviews (if any)	-	Not applicable to this tender
Opening session	12/10/2012	At 10:00 local time
Date for evaluation of offers	<i>[Opening date plus 1 week]</i>	Estimated
Notification of award to the selected Tenderer	<i>[Evaluation date plus 3 weeks]</i>	Estimated
Contract signature	<i>[Notification date plus 2 weeks]</i>	Estimated

1.3 Participation in the tender procedure

This procurement procedure is open to the natural or legal person wishing to bid for the assignment and established in the EU, the EEA.

Tenderers must not be in any situation of exclusion under the exclusion criteria indicated in section [3.1](#) of these tender specifications and must have the legal capacity to allow them to participate in this tender procedure (see section [3.2.1](#)).

Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or ESMA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his tender and may result in administrative penalties.

1.4 Participation of consortia

A consortium may submit a tender on condition that it complies with the rules of competition.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. Such grouping (or consortium) must specify the company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.

In addition, each member of the consortium must provide the required evidence for the exclusion and selection criteria (see section [3](#) of these tender specifications). Concerning the selection criteria 'technical and professional capacity', the evidence provided by each member of the consortium will be checked to ensure that the consortium **as a whole** fulfils the criteria.

The participation of an ineligible person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

1.5 Subcontracting

If subcontracting is envisaged, the tenderer must clearly indicate in the tender which parts of the work will be subcontracted. The total value of the subcontracted part of the services cannot represent the total value of the contract value.

Subcontractors must satisfy the eligibility criteria applicable to the award of the contract. If the identity of the intended subcontractor(s) is already known at the time of submitting the tender, all subcontractors must provide the required evidence for the exclusion and selection criteria.

If the identity of the subcontractor is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek ESMA's prior written authorisation before entering into a subcontract.

Where no subcontractor is given, the work will be assumed to be carried out directly by the tenderer.

1.6 Presentation of the tender

Tenders must comply with the following conditions:

a) Double envelope system

Offers must be submitted in accordance with the **double envelope system**:

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

- the project title: **supply and maintenance of a solution for a secure exchange of electronic documents between financial institutions**, invitation to tender n°;
- the name of the tenderer;
- the indication “**Offer - Not to be opened by the internal mail service**”;
- the address for submission of offers (as indicated in the invitation to tender letter);
- the date of posting (if applicable) should be legible on the outer envelope.

The outer envelope must contain three inner envelopes, namely, Envelopes A, B and C.

The content of each of these envelopes shall be as follows:

1. Envelope A – Administrative documents

- The signed, dated and duly completed **Tender Submission Checklist** using the template in **Annex IX**;
- The duly filled in, signed and dated **Exclusion Criteria and Non-Conflict of Interest Declaration(s)** as requested in section [3.1](#) and using the standard template in **Annex II**;
- The duly filled in, signed and dated **Legal Entity Form(s)** as requested in section [3.2.1](#) and using the standard template in **Annex III** as well as the requested accompanying documents;
- The duly filled in, signed and dated **Financial Identification Form** using the template in **Annex IV**;
- Financial and economic capacity documents as requested in section [3.2.2](#);
- The technical and professional capacity documents as requested in section [3.2.3](#);
- A statement containing the name and position of the tenderer’s **authorised signatory**; and
- In case of consortia, a **consortium agreement** duly signed and dated by each of the consortium members specifying the company or person heading the project and authorised to submit a tender on behalf of the consortium (please see section [1.4](#) of these tender specifications).

2. Envelope B – Technical proposal

- One original (unbound, signed and clearly marked as “Original”), two copies (bound and each marked as “Copy”) and one copy in electronic form (on CD ROM or USB key) of the Technical Proposal, providing all information requested in section 4.

3. Envelope C – Financial proposal

- One signed original and four copies of the Financial Proposal, based on the format found in **Annex VII**.

b) Language

Offers must be submitted in one of the official languages of the European Union. ESMA prefers, however, to receive documentation in English. Nonetheless, the choice of language will not play any role in the consideration of the tender.

1.7 Confirmation of offer submission

In order to keep track of offers due to arrive, tenderers who do not hand deliver their offers are requested to complete and return the form found **Annex VIII**.

1.8 Contacts between ESMA and the tenderers

Contacts between ESMA and tenderers are prohibited throughout the procedure, except in the following circumstances:

1.8.1 Written clarification before the deadline for submission of offers

Requests for clarification regarding this procurement procedure or the nature of the contract should be done **in writing only** and should be sent by mail, fax or email to:

ESMA
Attn: Procurement Office
CS 60747
103, Rue de Grenelle
75345 Paris, CEDEX France
email: procurement@esma.europa.eu

Each request for clarification sent to ESMA should indicate the publication reference and the title of the tender.

The deadline for clarification requests is indicated in the timetable under section [1.2](#). Requests for clarification received after the deadline will not be processed.

At the request of the tenderer, ESMA may provide any additional information or clarification resulting from the request for a clarification on the ESMA Procurement webpage:

ESMA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or other clerical error in the text of the contract notice or in the tender specifications by publishing a corrigendum on its website.

Tenderers should regularly check the ESMA website for updates.

1.8.2 After the closing date for submission of tenders

If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the submitted tender must be corrected, ESMA may contact the tenderer, although such contact may not lead to any alternation of the terms of the submitted tender.

1.9 Visits to ESMA premises

No site visits at ESMA's premises are deemed necessary for this procedure.

1.10 Interviews

The Evaluation Committee will not conduct interviews for this procedure.

1.11 Division into Lots

This tender is not divided into lots. The tenderer must be in a position to provide all the services requested.

1.12 Variants

Not applicable

1.13 Confidentiality and public access to documents

All documents presented by the tenderer become the property of ESMA and are deemed confidential.

In the general implementation of its activities and for the processing of tendering procedures in particular, ESMA observes the following EU regulations:

- Council Regulation (EC) No. 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents; and
- Council Regulation (EC) No. 45/2001 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.

The tender process will involve the recording and processing of personal data (such as a tenderer's name, address and CV). Such data will be processed pursuant to Regulation (EC) No. 45/2001.

Unless indicated otherwise, a tenderer's replies to questions and any personal data requested by ESMA are required to evaluate the tender in accordance with the tender specifications and will be processed solely for that purpose by ESMA. A tenderer is entitled to obtain access to their personal data on request and to rectify any such data that is inaccurate or incomplete.

1.14 Contractual details

A draft contract is attached to these technical specifications as **Annex I**.

The procurement procedure to which these technical specifications relate is inter-institutional and carried out by the three European Supervisory Authorities (ESAs): ESMA, EBA and EIOPA.

ESMA wishes to conclude a services framework contract for a period of four years.

A framework contract will establish the terms governing specific contracts to be awarded during a given period, in particular with regard to price.

Signature of the framework contract imposes no obligation on the Authority to order services. Only the implementation of the framework contract through specific contracts is binding for ESMA.

Each specific contract will contain details of deliverables and timelines for particular services to be provided.

ESMA may enter into a specific contract once the framework contract is established. Two other specific contracts might be entered into by the two other European Supervisory Authorities competent in the field of banking (EBA), and insurance and occupational pensions (EIOPA), should they decide to do so (see section 2.1 on co-operation between European Supervisory Authorities).

The Contractor must therefore have sufficient capacities to execute in parallel several individual specific contracts.

The European Supervisory Authorities are hereinafter referred to as “the ESAs”.

1.15 Guarantee of the proper functioning of software developed, maintained, configured or implemented

With the exception of latent defects, for which the Contractor shall be liable indefinitely, the Contractor shall guarantee the proper functioning of software for the contractual guarantee period of twenty-four months from the official date of receipt. The Contractor shall be responsible for rectification, without delay and at his/her own expense, of all failures occurring within the contractual guarantee period, insofar as he/she cannot prove that such failures are attributable to causes other than defective performance, manufacturing defects or design faults in that part of the services performed by the Contractor.

The ESAs shall inform the Contractor of the type and extent of the failure as soon as it occurs. If the Contractor does not proceed, without delay, to restoring the system to proper working order, the ESAs may have recourse to a third party to this end, the risks and cost of which shall be borne by the Contractor.

The parties shall define jointly any major problems which may affect the software or the system. The contractual guarantee period shall be extended by a period equal to the time between notification of a major problem to the Contractor and acceptance of its rectification by the ESAs.

1.16 Use of existing software

If the Contractor uses software of which he/she is the proprietor or which is owned by a third party, or if the software provided incorporates software of which the Contractor is the proprietor or which is owned by a third party, the Contractor shall:

- mention this software explicitly in the tender submitted in response to the invitation to tender;
- indicate whether the use thereof by the ESAs gives rise to the payment of development or user licences, and provide an estimate of the cost;
- specify whether the use thereof by third parties (for example, the Member States or other institutions) would give rise to the payment of development or user licences.

The ESAs shall give their agreement in writing to the use of such software within the framework of the Specific Agreement on software development.

The ESAs reserve the right to disseminate and/or distribute the results of any software development to third parties, even where this includes existing software, subject to compliance with licensing rights as regards any software owned by the Contractor or a third party mentioned in the tender submitted in response to the invitation to tender.

1.17 Ownership of source codes

The ESAs shall become proprietor of the sources, objects, documentation and test decks corresponding to payments already made.

1.18 User manuals and documentation

The Contractor shall draw up the manuals and documentation necessary for the satisfactory and proper operation of the software and shall place these at the disposal of the ESAs. In drawing up these documents, the Contractor shall comply with the norms and standards in force. In general, these documents shall include:

- an installation manual;
- an administration manual;
- a user manual;
- installation documentation.

The Contractor shall, as necessary, update and replace the user manuals.

1.19 Interfaces and compatibility

Where mention is made in the Specific Agreement of interfaces to be complied with, any changes to such interfaces by the Contractor shall be subject to the prior written agreement of the ESAs. Where the software provided uses the software of a third party which is subsequently upgraded, the Contractor shall ensure that the software concerned is adapted in accordance with the functional and technical arrangements agreed jointly between the Contractor and the ESAs.

The Contractor shall ensure that all software supplied under the contract is compatible and operates with all other software provided for in the contract through the interfaces.

1.20 Source programs

In the event that one of the scenarios provided for in article 3.1 Exclusion criteria should arise, the Contractor shall:

- insofar as he/she is legally entitled to do so, immediately place in a safe location a copy of the source programs, and of any other information or documentation necessary for maintenance of the software supplied. In the event that the ESAs need the source programs or if it exercises its right to terminate the contract, the access codes and any other information or documentation shall be provided immediately to the ESAs, at no cost and free of charge;
- at the request of the ESAs, supply, at no cost, any diagrams and source programs for the software necessary for the Authority to ensure the satisfactory operation of this software.

2. Terms of reference

The terms of reference will become an integral part of the contract that may be awarded as a result of this tender procedure.

2.1 Introduction: background to the invitation to tender

Context

Over the past few years the need and the legal requirements to gather and analyse large amounts of financial data have expanded in most European Member States.

Obviously, physical mail is significantly slower than the electronic channel. It also makes it difficult to share vast amounts of data. Besides this method of communication is exposed to the risk of losing files or the need to re-type the data if formats used are not homogenous. It implies greater costs and less efficiency in the supervisory function of regulators.

Electronic exchange of data is, of course, technically possible through ordinary email, but this poses serious questions from legal and operational points of view.

As for the legal perspective, some national competent authorities (NCAs) have expressed objections to the idea of exchanging formal communications under the Memorandum of Understanding (MoU, see at http://esma.europa.eu/system/files/05_335.pdf) through ordinary email, since email is not seen as a secure channel suitable for formal communications that may have reflection on an investigation file that could lead to administrative or even criminal procedures.

From an operational perspective, exchanges of confidential information through ordinary email are quite risky. First, emails can be intercepted by third parties. Second, there is a risk that the sender, by misspelling the electronic email address of an intended recipient, sends confidential information inadvertently to third parties not subject to confidentiality rules. Third, the use of passwords for spreadsheets and text files containing the requested data are a very weak protection system. Fourth, the identity of the sender and the date and time of the communication cannot be ascertained through an ordinary email, posing problems of authentication of the real origin and time of the information.

Therefore, there is a need for a secure system to exchange information electronically between regulators under the formal requirements of the MoU but also between ESMA and its various partners.

Choice of an off-the-shelf solution

In 2010 an ad-hoc Task Force was set up to study and make recommendations on a certain number of IT collaborative tools to be implemented at ESMA, among which a system to exchange electronic document securely. The Task Force contemplated the most relevant options for ESMA and eventually proposed, in light of the results of a cost/benefit analysis, to use a centralized off-the-shelf solution that would be selected through a public tender.

In 2011, ESMA launched an IT project to set up such a system and the conclusions of a risk analysis reinforced this orientation.

This is therefore ESMA favoured option.

Co-operation between European Supervisory Authorities (ESAs)

One of ESMA objectives is to foster supervisory convergence across financial sectors by working closely with the other European Supervisory Authorities competent in the field of banking (EBA), and insurance and occupational pensions (EIOPA). In particular, the three Authorities collaborate in the field of Information Technology where possible.

As a result, ESMA wishes to establish a framework contract to leave the possibility to EBA and EIOPA to enter into a specific contract with the contractor once they have assessed their need for such a solution and the relevance of the solution awarded by ESMA to those needs.

2.2 Description of the goods/services & scope of the contract

2.2.1 Contract objectives and scope

The objective of this contract is the purchase of services for the supply and maintenance of a solution for a secure exchange of electronic documents at the ESAs.

Considering the sensitive nature and the confidentiality of the information exchanged between the stakeholders, the solution must propose a very high security level.

As a consequence, **the ESAs are launching the present tender with a view to implementing a digital vault, which must notably:**

- **guarantee that the confidentiality and the integrity of the data are preserved during the exchange;**
- **enable users to prove that the confidentiality and the integrity of the data have been preserved during the exchange. The solution must include mechanisms to ensure that the data can be used as proof in legal proceedings.**
- **ensure access control to data (only authorised individuals can read a document).**

Tenderers are expected to give details, in their offer, on the various mechanisms or features they suggest putting in place to meet the above requirements, as well as the range of mechanisms they can offer.

Tenderers are also invited to state and present any certifications their solution might have gained in the field of security.

Data exchanges will be done via secure protocol.

In addition, the ESAs wish to implement a user-friendly solution, for both end users and administrators. It is therefore highly desirable that the web pages browsing for upload/download and the configuration of the system be intuitive.

Tenderers are strongly encouraged to consult the detailed business requirements document and to indicate how those requirements will be fulfilled by means of their offer.

Requests to receive this document may be submitted to ESMA **in writing only** by mail, fax or email to:

ESMA
Attn: Procurement Office
CS 60747
103, Rue de Grenelle
75345 Paris, CEDEX France
email: procurement@esma.europa.eu

Such a request must be accompanied by the signed non-disclosure agreement attached in Annex X.

Other functional and non-functional requirements are outlined below.

Availability

The application must be available 24*7 with an availability rate of 98% (maximum 7.4 days unavailability / year) except for scheduled maintenance.

Notifications and reports

Users and administrators should be able, respectively, to follow the successful delivery of sent files and to monitor the proper functioning of the application. Tenderers are expected to present in their offer the range of notifications and reports supported by their solution.

Number of users

It is anticipated that around 400 business users will use the system but this number may increase in the future. The system must be able to deal with at least 1000 users in the traffic conditions stated below. Users can be ESAs' staff or any external person with a valid email address.

Traffic estimate

The system must be able to cope with regular exchanges of documents (around 100 documents per day).

The size of the exchanged documents will range from a few KB to 1 GB with an average size of 10MB. A user must at least be able to send files up to 1 GB each.

Document format

Any kind of document may eventually be exchanged as the variety of business users expand. The solution is therefore required to support the most common document formats (including text, spreadsheet, presentation, image, audio, video, zip, XML, database formats, etc.).

Security

The contractor and its staff, when performing tasks in execution of this contract, commit to comply 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;
- Commission decision of 16 August 2006 C(2006) 3602 concerning the security of information systems used by the European Commission;
- Implementing rules adopted on 29/05/2009 and Standards and Guidelines related to the Decision C(2006) 3602.

Any deliverables supplied in execution of this contract must also comply with the security requirements derived from the above mentioned EU regulation and implementing rules.

Backup

The contractor must provide a backup policy, integrated with the ESAs' overall backup strategy and technical standards. In the case of a failure, the system must be restored exactly as it was before the break-down. The system must be able to be recovered according to a provided backup/restore procedure and continue to be stable, without loss of data.

Architectural requirements

The system is to be integrated in the ESA's IT infrastructure. This implies that the solution must support frontal reverse proxy integration, LDAP backend, failover Disaster Recovery Plan site and virtual infrastructure.

In addition, it would be desirable that the application can be integrated with the ESAs' websites and document management systems where relevant. The solution should offer Application Programming Interfaces (APIs) with access to the main functionalities of the software.

The ESAs will provide for the new system:

- A test platform;
- A production platform;
- A disaster recovery platform (asynchronous storage replication).

Browser and protocol compatibility

Compliance with standards must be a crucial element of the technical solution proposed by the Service Provider (XML, XHTML, etc.... W3C).

The web interfaces should be compatible with the following web browsers in different operating systems: Internet Explorer (7 and more), Firefox (3.6 and more), Safari (5 and more), Opera (11 and more), and Google Chrome (11.0 and more). It should therefore meet the CSS and XHTML standards to be W3C standards compliant.

The communication protocol must be standard.

As the ESAs may implement user access control via Single Sign-On (SSO), the application should be SSO compliant.

Ergonomics

The technical documentation and functional graphical interfaces are to be built and provided in English.

The Service Provider shall comply with the graphic design that the ESAs will communicate to him. The name and brand of the Service Provider will not appear on the graphical user interfaces.

2.2.2 Description of the work/tasks

The contractor shall execute the following tasks under each specific contract:

Implementation

- supply the software and, if necessary, the extra modules needed to fulfil the business requirements document in Annex X;
- assist the Authority in integrating the tool(s) in its Information System;
- assist the Authority in configuring the tool(s) to fulfil business requirements;
- bring support to the Authority during the internal test phase and the test phase with national competent authorities where needed;

- assist the Authority in defining the system security plan;
- assist the Authority in preparing the go-live of the system;

Maintenance

The Contractor will provide during the contractual period a full maintenance service of all modules they will deliver. The maintenance of the applications will form part of the Contractor's responsibilities and be defined in the specific contracts.

The off the shelf products maintenance services must be carried out following the guidelines and recommendations of the commercial vendor or open source community behind the product. This includes due and timely upgrades to supported versions of the product, as part of the preventive maintenance activities. It will be the Contractor's responsibility to inform the Authority with due advance notice, in order for the Authority to raise the appropriate work orders for the upgrades to be carried out in time.

- Services in critical corrective maintenance

The critical corrective maintenance covers defects and deficiencies which seriously affect the usage of a particular system. Incidents are usually discovered during the use of the system by end-users or by the administrators who assure the operation of the system. End-users will usually detect defects or deficiencies interactively when using the user-interface (related to the user-interface itself, to the execution of functions provided by the interface or to the reaction of the system) or when analysing the results provided. Operators will detect or be informed about malfunctions of the system during operation or by analysing the log files. In the event of such occurrences, the Authority will contact the Contractor and indicate the problem with a given priority.

The primary task of the Contractor in the event of a critical system defect or deficiency is to restore operability of the system either by resolving the problem or by providing a workaround, within the shortest timeframe possible, resulting in the minimum disruption to the business processes. In the event that a workaround was applied, the original problem still must be resolved as soon as possible. Additionally, the Contractor must be available to lend technical support to the production administrators.

- Fixing an urgent incident

An urgent incident has the highest priority of all incidents. It is expected to be fixed within a very short timeframe, typically 48 hours.

A specific patch is expected from the Contractor in order to fix the incident. This patch is expected to be installed without prior regression testing, so it should contain as little functionality updated as is needed in order to fix the issue. The documentation delivered with the patch should be limited to what is necessary for installing: typically short release notes, installation instructions and a brief description of a test case showing it fixes the incident.

The Contractor is expected to inform proactively, at least once a day, on the progress and/or delays to the fixing of an urgent incident.

The impact of urgent incidents do not allow for the conclusion of a specific contract for each incident before the work can start. Consequently the Authority may request the Contractor to prepare a technical and financial offer to fix a number of such critical incidents, and consume the contract as incidents are declared.

- Fixing a high-priority incident

A high-priority incident has a smaller impact than an urgent incident. It is expected to be fixed for the next go-live, if it is declared before the cut-off date or the following go-live if it is declared after the cut-off date.

The scope of a release is closed several days before the go-live in order to allow the Contractor for its packaging, internal testing, delivery to the Authority and quality control by the Authority. The date at which a release scope is fixed is known as the cut-off date. Note that the cut-off date depends on the timing of the packaging, testing and delivering procedures of the Contractor as well as the Authority's quality control duration.

In the case where several high-priority incidents are declared for the same release, the Contractor is expected to bundle them all in one single release and not deliver several ones (one per incident). Should there be other non-critical, small adaptive or big adaptive scheduled maintenance for the same release, then all is expected to be bundled and delivered together, in order to attain a maximum of one release per go-live (note this does not affect urgent incidents which have their own patch).

Given that high-priority incidents are fixed as part of the normal delivery mechanism, all documentation associated with a release is expected.

The short delays involved in fixing high-priority incidents do not allow for the conclusion of a specific contract for each incident before the work can start. Consequently the Authority may request the Contractor to prepare a technical and financial offer to fix a number of such high-priority incidents, and consume the contract as incidents are declared.

- Services in non-critical corrective/preventive maintenance and small adaptive/perfective maintenance

Non-critical corrective maintenance covers fixing defects and deficiencies which do not seriously affect the usage of a particular system. Incidents are discovered by users or operators, as previously described. In the event of such occurrences, the Authority will contact the Contractor and indicate the problem with a given priority. The primary task of the Contractor in the event of a non-critical system defect or deficiency is to resolve the incident as properly as possible, with a high-level of quality. Preventive maintenance constitutes the modification of the software prior to the manifestation of a latent fault.

Small adaptive maintenance covers all requests, not exceeding a threshold value of man-days, for enhancing and adapting existing functionalities to improve the software's usability and applicability, or for extending the application by new functionalities. It also includes all measures to ensure compliance of the application with modifications of the environment and underlying software, such as version upgrades. Perfective maintenance provides enhancements for users, improvements in the documentation and recoding to improve performance, maintainability or other attributes of the software.

Reversibility

The contractor will ensure the technical and functional handover of the solution to a third party in case of termination of the contract.

To that end, the contractor will prepare and update whenever necessary (such as after a major evolution) a reversibility plan. The reversibility plan will contain:

- A planning for the reversibility phase;
- An updated set of documentation (installation, configuration and operation);
- Migration strategy to the new provider.

The reversibility/transition of applications concerns the transfer of one or many applications to another contractor or to the Authority. The reversibility/transition of applications will form part of the Contractor's responsibilities and be defined in the specific contracts.

At a time during the contract or at the end of the contract, the Authority may request the Contractor to prepare a transition out technical proposal to transfer the IT systems to a third party or to the Authority.

The Authority will request the Contractor to transfer all related software, up-to-date documentation and knowledge to a third party or to the Authority, whereby the time given to carry out the transfer will be determined by the Authority at the given time.

The Contractor will carry out a process of knowledge transfer between him and the Authority or a new Contractor, such that the new Contractor can assume responsibility for maintenance of the IT systems provided by the initial Contractor.

The preliminary work will be based on establishing a solid view of the architecture, including all hardware and software details. This information would be stored in a knowledge base, whereby it can be easily retrieved and changes can be recorded easily.

The knowledge base must be validated by the Authority. The knowledge base must contain all associated documentation, including but not limited to functional and technical specifications, software architecture and configuration documents, integration contracts, test plans, installation instructions, test routines and monitoring routines.

Once the Authority has validated the knowledge base completed by the Contractor, the transfer of responsibility from the Contractor to the Authority or to the new Contractor may take place.

The transfer is expected to take no longer than two or three months. The Contractor must have completed the transfer of responsibility of all systems to be maintained within this time frame, unless otherwise agreed with the Authority.

After the transition out is finished, the Contractor will no longer receive requests for the maintenance service of the systems.

2.2.3 Deliverables, reporting and project schedule

Required deliverables

- Software
- Project Quality Plan (to be defined at the inception of the implementation phase)
- Technical specifications / Technical Architecture Document
- Installation manual
- Software configuration documentation
- Acceptance booklet
- Training material
- User and operation manuals
- System security plan
- Maintenance Service Level Agreement (to be defined before start of maintenance)
- Reversibility plan. The reversibility plan will contain:

- A planning for the reversibility phase
- An updated set of documentation (Installation, configuration and exploitation)
- Migration strategy to the new provider

All above deliverables will be defined in conjunction with and approved by the Authority.

After reception of each report/deliverable included in section 2.2.3 above, the Authority will have 45 calendar days in which to approve it or to reject it and request a new report/deliverable.

If the Authority does not react within this period, the report/deliverable shall be deemed to be approved.

Where the Authority requests a new report/deliverable because the one previously submitted has been rejected, this must be submitted within 21 calendar days. The new report/deliverable shall likewise be subject to the above provisions.

The contractor may commit to deliver any extra deliverables if need be.

Reporting

Regular steering committee meetings will be scheduled during the contract. Frequency and required attendees shall be defined in the Project Quality Plan.

Project schedule

At ESMA, the integration and configuration phase will start as soon as the contract is signed by both parties. It must be completed by the end of March 2013 at the latest.

The test phase with national competent authorities will take place in March-April 2013.

The system will go live by the end of June 2013 at the latest.

The maintenance phase will start as soon as the integration phase is completed and will last until the end of the contract.

2.3 Duration of the contract

The initial framework Contract will be concluded for one year with effect from the date on which it enters into force.

The contract shall enter into force on the date on which it is signed by the last contracting party.

The Contract shall be renewed automatically up to three times each one for a period of 12 months, for a maximum duration of 4 years under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other.

Execution of the tasks may under no circumstances begin before the date on which the contract enters into force.

Execution of the tasks shall start from date of entry into force of the contract.

2.4 Place of performance of the contract

The main place of delivery/performance will be the contractor's premises, however the contractor may occasionally perform some tasks in the ESAs' premises where required.

Steering committee meetings will take place in the ESAs' premises, both during the implementation phase and the maintenance phase.

2.5 Prices

2.5.1 Estimated price

The estimated price per specific contract is between 200,000 and 700,000 Euros, with a maximum price for the supply and the implementation phase of 300,000 Euros.

2.5.2 Currency of tender

Prices must be quoted in Euro.

The Financial Proposal Form in **Annex VII** must be used to submit a tender.

2.5.3 All-inclusive prices

Prices submitted in response to this tender must be inclusive of all costs involved in the performance of the contract (e.g. to include delivery, supply and installation, maintenance, travel, subsistence, etc). No expenses incurred in the performance of the services will be reimbursed separately by the ESAs.

2.5.4 Price revision

Prices submitted in response to this tender shall be fixed and not subject to revision for Specific Contracts concluded during the duration of the Framework Contract.

2.5.5 Costs involved in preparing and submitting a tender

The ESAs will not reimburse any costs incurred in the preparation and submission of a tender. Any such costs must be paid by the tenderer.

2.5.6 Protocol on the Privileges and Immunities of the European Union

The ESAs are, as a rule, exempt from all taxes and duties, and in certain circumstances are entitled to a refund for indirect tax incurred, such as value added tax (VAT), pursuant to the provisions of articles 3 and 4 of the Protocol on Privileges and Immunities of the European Union. Tenderers must therefore quote prices which are exclusive of any taxes and duties and must indicate the amount of VAT separately.

2.5.7 Payments

Payments under the contract shall be executed only if the contractor has fulfilled all their contractual obligations by the date on which the invoice is submitted, including specified deliverables. Please see for details the draft Framework Service Contract, Article I.4 – Payments and implementation of the contract.

Maintenance services will give rise to quarterly payments.

2.5.8 Financial guarantees

The ESAs may require a pre-financing guarantee or a performance guarantee from the Contractor chosen as a result of this tendering procedure. When such guarantee is requested, the specific conditions related to the provision of a guarantee are included in the draft contract (Annex I). The costs for the guarantee shall be borne by the Contractor.

3. Exclusion and selection criteria

3.1 Exclusion criteria

Tenderers shall be excluded from participation in procurement procedure if they are in any of the following situations:

- a) are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- c) have been guilty of grave professional misconduct proven by any means which ESMA can justify;
- d) have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of France or those of the country where the contract is to be performed;
- e) they have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

In addition to the above, contracts may not be awarded to tenderers who, during the procurement procedure for this contract:

- are subject to a conflict of interest;
- are guilty of misrepresentation in supplying the information required by ESMA as a condition of participation in the procurement procedure or fail to supply this information.

Declaration and means of proof

All tenderers must certify that they are not in any of the situations listed above by completing and signing the attached Exclusion Criteria & Non-Conflict of Interest Declaration in **Annex II**.

The tenderer to whom the contract is to be awarded shall provide in addition, within 15 days following the notification of award and preceding the signature of the contract, the following documentary proofs to confirm the declaration referred to above:

- For points a), b) and e), a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- For point d) a recent certificate issued by the competent authority of the State concerned.

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

3.2 Selection criteria

Tenderers must submit evidence of their legal, economic, financial, technical and professional capacity to perform the contract.

3.2.1 Legal capacity

Requirement

A tenderer is asked to prove that they are authorised to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

Evidence required

The tenderer shall provide a duly filled in and signed Legal Entity Form (see **Annex III**) accompanied by the documents requested therein.

(Where the tenderer has already signed another contract with ESMA, they may provide instead of the legal entity file and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in his legal status occurred in the meantime).

3.2.2 Economic and financial capacity

Requirement

The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract.

Evidence required

Proof of economic and financial capacity shall be furnished by the following documents:

- balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed (where publication of the balance sheet is required under the company law of the country in which the economic operator is established);
- a statement of overall turnover and turnover concerning services/supplies covered by the contract during the last three financial years.

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

The Authority reserves the right to request any additional documentary evidence it deems necessary or useful in order to verify a tenderer's economic and financial standing.

3.2.3 Technical and professional capacity

Requirement(s)

The tenderer's technical and professional capacity will be evaluated using the following criteria:

- A) Suitability of the organisation and staffing structure available for the activities covered by the contract;
- B) Relevant technical experience, knowledge, capability and expertise in the field of secure exchange of electronic documents and expertise of key personnel allocated to the project;
- C) The ability to prepare and present clear and concise technical documents in the English language and to work in an European (international) environment;
- D) Relevant certifications in the field of security, notably against the Common Criteria;
- E) Involvement in relevant projects, particularly for the financial and regulatory sector.
- F) The tenderer, including all consortium members and any proposed subcontractors, shall in no way be subject to a conflict of interest concerning the implementation of the contract.

Evidence required

The following documents or information shall be presented as evidence of compliance with the technical and professional capacity criteria:

- A) Details of the structure of the organisation (including the number of staff) and relevant subcontractors;
- B) Professional accreditations or references held by the tenderer and relevant subcontractors; CVs of the key experts to carry out the study (preferably using the template in **Annex VI**), covering work experience, education and training, organisational and technical skills as well as an excellent level of English, attesting the drafting and presentation skills;
- C) Product Security Certification documents issued by institutions or official services recognised as competent in the field of security and/or verification of compliance with standards applicable;
- D) A list and description of recent activities (in the last 3 years) in the field of security standards; including 2 examples of projects on subjects related to this tender conducted in an international environment.

4. Award of the contract

Offers are opened and evaluated by a committee, possessing the technical and administrative capacities necessary to give an informed opinion on the offers. The committee members are

nominated on a personal basis by the ESMA under guarantee of impartiality and confidentiality. Each of them has equal voting rights. Only the tenders meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price.

4.1 Technical proposal

The assessment of technical quality will be based on the ability of the tenderer to meet the purpose of the contract as described in the terms of reference. To this end, the technical proposal shall contain the following information to allow evaluation of the tender according to the technical criteria mentioned in section 4.2:

- A description of the solution proposed and the proposed methods to be applied; IT components and means to be used to meet the objectives of the terms of reference and assessment of the main issues and limitations against business requirements where relevant;
- Work organisation and planning (including major milestones and dates for meetings with ESMA to report on progress, as requested in section 2.2.3 of these tender specifications);
- Description of the involvement of the proposed key experts (roles and responsibilities) to execute the planned activities, in particular to cover the solution implementation phase.

The information in the technical proposal must be consistent with the terms of reference and must be signed by the tenderer.

4.2 Technical evaluation

The quality of technical offers will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid below.

No	Criteria	Max points	Awarded score
1	<p><i>Understanding of the tasks required</i></p> <ul style="list-style-type: none"> - <i>Credibility, control and understanding of the work to be carried out (listed in section 2.2). The tenderer should explain the way in which they intend to achieve these objectives.</i> - <i>Value added in respect of information included in the tender specifications.</i> 	10	
2	<p><i>Technical quality of the offer</i></p> <ul style="list-style-type: none"> - <i>Coverage of the requirements and proposed methods;</i> - <i>Completeness and full coverage of the scope of the tasks;</i> - <i>Evaluation of the difficulties and limitations against business requirements.</i> 	50	
3	<p><i>Work organisation and planning within the tenderer/consortium:</i></p>	20	

	<ul style="list-style-type: none"> - <i>Description of activities and planning of tasks/work packages (sequence, duration);</i> - <i>Related inputs and outputs;</i> - <i>sequence, timing of major milestones in execution of the contract, including in the case of consortium/subcontracting description of the key contributions from each of the consortium members, subcontracting arrangements foreseen.</i> 		
4	<p><i>Involvement of key personnel:</i></p> <ul style="list-style-type: none"> - <i>Description of the involvement of the proposed experts (roles and responsibilities) to cover the main project activities;</i> - <i>Previous experience in the area of tender.</i> 	20	
	TOTAL	100	

Only tenders scoring 70 points or more (of a maximum of 100) points against the technical award criteria will have their financial proposal evaluated.

Offers scoring less than 60% for any award criterion will be deemed to be of insufficient quality and eliminated from further consideration.

4.3 Financial proposal

The financial proposal should be presented in the format found in **Annex VII**.

4.4 Choice of the selected tender

The contract will be awarded to the tenderer offering the best value for money, taking into account the awarding criteria listed above. No award criteria and sub-criteria other than those detailed above will be used to evaluate the offer.

The weighting of quality and price will be applied as follows:

Score for tender	=	$\frac{\text{cheapest price}}{\text{price of tender}}$	x	40	+	Total quality score of tender	x	60
		100				100		

4.5 No obligation to award

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

4.6 Notification of outcome

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

If tenderers are notified that a tender has not been successful, tenderers may request additional information by fax or mail. At the discretion of ESMA, this information can be given in a follow-



up letter providing further details in writing, such as the name of the tenderer to whom the contract is awarded and a summary of the characteristics and relative advantages of the successful tender. However, ESMA would like to stress that it is not free to disclose any information affecting the commercial interests of other tenderers.

List of Annexes

Annex I – Draft framework service contract

Annex II – Exclusion criteria and non-conflict of interest declaration

Annex III – Legal entity form

Annex IV – Financial identification form

Annex V – Authorised signatory form

Annex VI – Curriculum Vitae template

Annex VII – Financial proposal form

Annex VIII – Confirmation of offer submission

Annex IX – Tender submission checklist

Annex X – Non-disclosure agreement



Annex I – Draft contract

Annex II – Exclusion criteria and non-conflict of interest declaration

TO BE COMPLETED AND SIGNED BY THE TENDERER

The signed: _____ under-

- in his/her own name (if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator)

or

- representing (if the economic operator is a legal person)

official name in full (only for legal person):

official legal form (only for legal person):

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents he/she:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract;
- k) that the information provided to ESMA within the context of this invitation to tender is accurate, sincere and complete;
- l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above.

For situations described in (a), (b) and (e), production of 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 of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

Annex III – Legal entity form

Please download and complete the appropriate legal entity form:

For individuals:

http://ec.europa.eu/budget/library/contracts_grants/info_contracts/legal_entities/legEnt_indiv_en.pdf

For private companies:

http://ec.europa.eu/budget/library/contracts_grants/info_contracts/legal_entities/legEnt_privComp_en.pdf

For public entities:

http://ec.europa.eu/budget/library/contracts_grants/info_contracts/legal_entities/legEnt_public_en.pdf



Annex IV – Financial identification form

Please download and complete the financial identification form available at:
http://ec.europa.eu/budget/library/contracts_grants/info_contracts/financial_id/fich_sign_ba_gb_en.pdf



Annex V – Authorised signatory form

Address and contact details

Tenderer Name	
Address	
Post Code	
Tel	
Fax	
Email	
Web Site (if applicable)	
Legal Status	
Contact person for this tender	
Legal signatory(ies)	



Annex VI – Curriculum Vitae template

A template of ESMA's preferred Curriculum Vitae format is available from:

<http://europass.cedefop.europa.eu/europass/home/vernav/Europass+Documents/Europass+CV.csp>

Annex VII – Financial proposal form

Company: _____
Date: _____
Signature: _____

The estimated budget for this assignment is between 200,000 and 700,000 Euros per institution.

Prices should be quoted free of all duties, taxes and other charges including VAT, as the ESAs are exempt from such charges under Article 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. (See section 2.3.5).

The total price must be fixed and **include all costs** (project management, quality control, training of the contractor's staff, support resources, etc.) and **all expenditure** (management of the firm, secretarial services, social security, salaries, etc.) incurred directly and indirectly by the contractor in performance of the tasks. In particular, unit prices for services provided on the contractor's premises and in **the Contracting Authorities' premises must also include travel and accommodation costs.**

<i>Description of the software (add rows if needed)</i>	<i>Number of licenses</i>	<i>Cost per license</i>	<i>Total cost of licenses in Euros</i>
1.			
2.			
3.			
4.			

<i>Integration phase (The list of unit prices per profile will be used for the specific agreements, should the contract be awarded. The tenderer is not allowed to create new profiles.)</i>	<i>Cost per man/day in Euros</i>	<i>Number of man/days</i>	<i>Total cost per profile in Euros</i>
1. Project Manager			
2. Project support officer			
3. IT Senior Expert (Systems integrator / Developer)			
4. 3. IT Expert (Systems integrator / Developer)			
5. IT Architect			
Total price			

Description of the software <i>(add rows if needed)</i>	Number of licenses	Yearly maintenance per license	Total cost of yearly maintenance in Euros
1.			
2.			
3.			
4.			

Maintenance phase <i>(The list of unit prices per profile will be used for the specific agreements, should the contract be awarded. The tenderer is not allowed to create new profiles.)</i>	Cost per man/day in Euros	Number of man/days	Total cost per profile in Euros
1. <i>IT Senior Expert (Systems integrator / Developer)</i>			
2. <i>IT Expert (Systems integrator / Developer)</i>			
3. <i>IT Architect</i>			
Total price			



Annex VIII – Confirmation of offer submission

In order to keep track of offers due to arrive, tenderers who do not hand deliver their offers are requested to complete and return this form by fax or email.

Secure exchange of electronic documents between financial institutions

Publication Reference: OJ/20/08/2012-PROC/2012/005

Attn: ESMA, Attention to the Procurement Office

Email: procurement@esma.europa.eu

I have submitted an offer for this call on ____/____/____ using the following delivery service:

- Registered mail
- Express mail
- Courier Service
- Other _____

Tenderer name:

email:

Telephone number:

Annex IX – Tender submission checklist

The checklist must be used to ensure that you have provided all the documentation for this tender and in the correct way. This checklist should be signed and included in **Envelope A** of your offer.

You must submit your offer in one outer envelope which contains 3 separate inner envelopes clearly marked **Envelopes A, B and C**.

Please Tick ✓ the boxes provided

Envelope ‘A’ – Administrative documents – must contain

- The duly completed, signed and dated **Exclusion Criteria and Non-Conflict of Interest Declaration**.
- The duly completed, signed and dated **Legal Entity Form(s)**
- The duly completed, signed and dated **Financial Identification Form**
- The **economic and financial capacity documents** requested in section 3.2.2
- The **technical and professional capacity documents** requested in section 3.2.3.
- The duly completed **Authorised Signatory Form**
- In the case of consortia, a **consortium agreement** and any other documents as requested in section 1.4
- This **tender submission checklist**, completed, signed and dated.

Envelope ‘B’ – Technical proposal – must contain

- One original signed copy and 4 copies of the **technical proposal**.

Envelope ‘C’ – Financial proposal – must contain

- One original signed copy and 4 copies of the **financial proposal**.

You should also ensure that:

- Your offer is formulated in one of the official languages of the European Union.
- Both the technical and financial proposals of the offer are signed by the tenderer or his duly authorised agent.
- Your offer is perfectly legible in order to rule out any ambiguity.
- Your offer is submitted in accordance with the double envelope system as detailed in section 1.6.1.
- The outer envelope bears the information detailed in section 1.6.1.

Name: _____
Signature: _____
Date: _____



Annex X — Non-disclosure agreement