# Invitation to Tender (ITT)
# Procurement IaaS+ | OCRE 2024
## Volume 0

Tender ID: 2024 / T76810
Tender procedure: Open procedure

| Date: | 20 March 2024 |
| --- | --- |

GÉANT Vereniging

www.GÉANT.org

GÉANT Procurement

www.supply2.GÉANT.org

procurement@GÉANT.org

***Registered address***
Hoekenrode 3
1102 BR Amsterdam
The Netherlands

***UK Branch address***
City House
126 – 130 Hills Road
Cambridge CB2 1PQ

GÉANT Vereniging (Organisation) is registered with the Chamber of Commerce in Amsterdam with registration number 40535155 and operates in the UK as a branch of GÉANT Vereniging.

# Table of Contents

# Definitions

| TERM | DEFINITION |
|---|---|
| Bidder / Bidders | An Economic Operator who can supply the requested Services (including consortia or joint venture arrangements) who submits an Offer to this ITT. |
| Commencement Date | The date the Services will start to be delivered. Planned: 3 February 2025. |
| Contract | The legally binding agreement held between the contracting authority and a Supplier that establishes the terms and conditions of the arrangement, including the rights and obligations of both the contracting authority and the Supplier. |
| Customer(s) | The contracting authority who is inviting Bidders to participate in the procurement process, consisting of the GÉANT organisation, National Research and Education Networks (NRENs) and their connected Institutions, individual research institutes and other participating entities as set out in the OJEU Notice and Annex A in Volume 0 of the ITT. |
| GÉANT Association | The GÉANT Association – the NREN members, NORDUnet (representing five Nordic countries) and the GÉANT associates supported by the GÉANT. |
| Economic Operator | Means any natural or legal person, public entity or group of such persons and/or entities, including any temporary association of undertakings, which offers the supply of IaaS on the market. |
| eduGAIN | eduGAIN is a service that interconnects research and education identity federations around the world, enabling the secure exchange of information related to identity, authentication, and authorisation. When a service supports federated access via eduGAIN, it offers several benefits to users, particularly in the academic and research communities.<br>Users can access multiple services and resources across different institutions and countries using their home institution's login credentials. This single sign-on (SSO) feature eliminates the need for multiple usernames and passwords, simplifying the login process.<br>Other advantages include:<br>Enhanced Security; Collaboration and Resource Sharing; Customised Content and Services; Administrative Efficiency; Compliance and Privacy; Global Reach and Inclusivity; Reduced Credential-Related Risks; Continuity of Access.<br>http://services.geant.net/edugain/Pages/Home.aspx |
| Framework Agreement | A Framework Agreement is an umbrella agreement that sets out the terms (particularly relating to price, quality and quantity) under which individual Contracts (Call offs) can be made throughout the period of the agreement. As defined in the Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (http://eurlex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32014L0024),<br>Customers (as defined above) may use the Framework Agreements resulting from this ITT. |
| GÉANT Central Purchasing Body | In this Tender, GÉANT functions as a central purchasing body as defined in art. 37 in the Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC, http://eurlex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32014L0024. |
| GÉANT Network | GÉANT interconnects Europe's NRENs with a high-bandwidth, high-speed and highly resilient pan-European backbone – connecting Europe's researchers, academics and students to each other, and linking them to over half the countries in the world. For further info see: https://www.geant.org/Networks/Pan-European_network/Pages/Home.aspx |
| GÉANT Community | The GÉANT organisation, the NREN members, NORDUnet (representing five Nordic countries), the GÉANT associated organisations plus the many users of GÉANT and NREN infrastructures and services. |

| | |
|---|---|
| IaaS+ | Please see the described scope of the Tender in paragraph 1.3 of this Volume 0. |
| NREN(s) | A National Research and Education Network (NREN) is a specialised internet service provider dedicated to supporting the needs of the research and education communities within a country. The NREN provides national connectivity to the community, and the European NRENs are connected to GÉANT. Some countries involved in this ITT do not have an NREN, and will work with a mandated organisation fulfilling the same function as the NREN in this Tender. The NREN acts as intermediary by default, making the Framework Agreements available to connected institutions within its respective country and facilitating purchasing from Suppliers. Some NRENs choose to expand on their activities involving this ITT regarding the contracting and billing of (some of) their Institutions' service orders. The Supplier interfaces primarily with the NREN. The NREN may provide additional value-added services to the end-user institution and represents the aggregated volume, often buying upfront and invoicing the individual institutions. An overview of NRENs, their activities and their institutions will be provided in ANNEX 1 Participating Entities. |
| Offer | An offer submitted by a Bidder to this ITT. |
| OIP | Original Infrastructure Provider. The entity that owns and operates the infrastructure solution (platform) offered. Bids may be submitted either directly from an OIP or an authorised reseller of an OIP. |
| OJEU Notice | The notice published in the Official Journal of the European Union in relation to this ITT. |
| Platform or Solution | The proposed or selected IaaS+ solution to meet the requirements defined in the Tender documentation. The Solution is provided by an OIP. The word Platform is also used in the Tender documents to describe this IaaS(+) solution or Solution. Therefore, when "Platform" is used in the Tender documents it should be read as "This IaaS(+) solution or Solution."<br>A Platform refers to a Solution built on a particular IaaS infrastructure. For example, an IaaS Solution built using OpenStack may be described as the OpenStack Platform.<br>The definitions used for IaaS and PaaS are taken from the U.S. National Institute of Standards and Technology (www.nist.gov) definition of cloud computing (NIST Special Publication 800-145). |
| Point of Presence or PoP | A building which houses terminal equipment to which the Service Items are connected. |
| Portal | The GÉANT eProcurement Portal available via www.supply2.geant.org |
| Procurement Team | A cross-departmental team from GÉANT and NRENs established to manage this procurement. |
| Services | The required services as described in this document, which the Supplier has agreed to offer under the standard contractual terms supporting the assignment of which the Customer(s) has instructed the Supplier to carry out in an order.<br>These Services are further described in the ITT. |
| Service Item | An identifiable component of the Service specified in Volume 2 of this ITT. |
| Supplier | A Bidder who is awarded a Framework Agreement. |

# 1. The assignment

As part of the GN5-1 project, GÉANT, as central purchasing body, intends to run a successive OCRE Framework Invitation to Tender (ITT), to build on the successes of the 2016 GÉANT IaaS tender and the 2020 OCRE tender. Currently, over 925 Research and Education (R&E) institutions in over 27 countries are using Call off Contracts (CoC) within these Frameworks to help them with their digital transformation by procuring commercial cloud services. Both the number of institutions using the OCRE frameworks, and their combined consumption continue to grow rapidly.
The GÉANT Cloud Framework OCRE 2024 Tender (OCRE 2024) directly addresses one of the main challenges faced by the Research and Education community: **how to incorporate commercial digital cloud services in their work, remaining compliant with relevant rules and regulations, including privacy and public procurement, and how to find and acquire suitable services**. Commercial cloud service providers also find it difficult to reach the R&E community with the appropriate service solutions. The aim of this Tender is to remove the barriers inhibiting the demand and supply of cloud services by providing a route to procure commercial cloud services compliant with EU laws and for the suppliers to deliver them.
With the OCRE 2024 Framework, GÉANT endeavours to aggregate the requirements of the pan-European R&E community into a single public procurement / EU Tender to select capable cloud service providers for these areas. GÉANT, with its member NRENs (National Research and Education Networks), endeavours to serve as a bridge between the R&E institutes (demand side) and commercial cloud providers (supply side) using the portfolio of services resulting from this ITT.

*Disclaimer: Bidders and interested parties must realise that:*

- *GÉANT and the NRENs are the trusted advisors for the R&E communities, they are not to be seen as an extension of the Supplier sales and marketing teams.*
- *the R&E institutes are, in general, complex organisations where lead times are long and where the speed of digital transformation may be slower than in commercial organisations.*
- *in addition to self-hosted and community cloud services, researchers are making use of commercial cloud services, buying access to cloud technologies and capabilities provided by the commercial sector. In short, a hybrid approach which is aimed to be facilitated at a large scale by this intended cloud Framework.*
- *the intended Framework Agreement does not create any obligation for the Customers to purchase, through it, goods of any value and quantity. The conclusion of CoC(s) during the duration of the Framework Agreement will take place only if deemed appropriate by the specific Customer(s). In the event of failure to conclude any CoC, the parties to the Framework Agreement shall not be entitled to compensation. Similarly, the parties to the framework agreement shall not be entitled to compensation in the event of non-supply of all the quantities specified in the notice.*

## 1.1 GÉANT – at the heart of research and education networking

GÉANT is a fundamental element of Europe's e-infrastructure, delivering the pan-European GÉANT network for scientific excellence, research, education, and innovation. Through its integrated catalogue of connectivity, collaboration and identity services, GÉANT provides users with highly reliable, unconstrained access to computing, analysis, storage, applications, and other resources, to ensure that Europe remains at the forefront of research.

Through interconnections with over 40 NRENs and other partners, the GÉANT network is the largest and most advanced R&E network in the world, connecting over 50 million users at 10,000 institutions across Europe and supporting all scientific disciplines. The backbone network operates at speeds of up to 500Gbps and reaches over 100 national networks worldwide.

Since its establishment over 20 years ago, the GÉANT network has developed progressively to ensure that European researchers lead international and global collaboration. Over 1000 terabytes of data is transferred via the GÉANT IP backbone every day. More than just an infrastructure for e-science, it stands as a positive example of European integration and collaboration.

GÉANT develops, delivers and promotes advanced networks and associated e-infrastructure services. GÉANT supports open innovation, collaboration, and knowledge-sharing amongst its members, partners, and the wider R&E networking community.

See www.GÉANT.org for more detailed information.

**The GN5-1 Project**
GN5-1 and its sister project GN5-IC1 are the first two projects under GN5-FPA, the 7-year strategic framework under Horizon Europe – the EU's key funding programme for research and innovation.
The 24-month GN5-1 project is the latest iteration of the long-running and highly successful GÉANT Project that, in close collaboration with the European Commission (EC), has supported Europe's R&E communities for over 20 years. The project's mission is to provide scientists, researchers, and students secure access to the world's most advanced connectivity and collaboration services, enabling effective and secure collaboration within virtual research communities around the world.
Vast research initiatives, often involving hundreds of participants across multiple countries utilising advanced computing facilities, continue to rely on the infrastructure provided by GÉANT, its NRENs, and partners, in areas as diverse as climate change, medicine, and energy research.

## 1.2 Background to the procurement

European R&E institutes are eager to use and benefit from cloud services. However, the cloud brings a paradigm shift in distribution and usage models. GÉANT endeavours to establish a service delivery chain, which enables R&E institutes in Europe (also seen as Customers) to increasingly adopt and use commercial cloud services, in an easy, safe, predictable, compliant, and controlled manner, building on work done in the previous GÉANT 2016 IaaS and 2020 OCRE frameworks.

GÉANT, acting as central purchasing body, endeavours to aggregate demand through a European open procurement procedure, and aims to put in place Framework Agreements for cloud services, connecting these to the R&E IT ecosystems and to the European Open Science Cloud (EOSC).
Framework Agreements for cloud solutions may be awarded to Bidders who pass the procurement evaluation, resulting in a portfolio of services for the Customers to consume. The Frameworks will provide standardised contract terms and Call off Contracts for use by the Customers. This will remove, or will at least significantly reduce, the local overheads for technical, commercial or legal activities typically required when engaging new Suppliers. As a result, this procurement will significantly reduce the barriers for the Customers to consume cloud solutions.

GÉANT expects to award Framework Agreements to Bidders (who are selected in accordance with the mechanisms described within this procurement) for a period of up to five (5) years from the Commence Date. This is due to the enormous investment in time and effort on both supply and procurement side of this aggregated procurement. Where possible, GÉANT and the NRENs will contribute to implementation, usage and contracting within the Framework, on an ongoing best effort basis to facilitate enhanced service adoption.

Due to the large number and broad range of participating R&E institutes (Customers), the fact that they are not all aware, nor responsible for drafting the Tender requirements, nor will they approve them prior to publishing. Therefore, neither GÉANT nor NRENs will require these Customers to purchase any services under the awarded Framework Agreements. In other words, there will be no obligation for any Customer to purchase any services, also if within the scope of OCRE. It is assumed that Customers may run their own procurement to purchase any services covered within the scope of the OCRE procurement. Additionally, where estimates for projected (maximum) usage are provided, these are to be considered non-binding and indicative only, and there is no guarantee of such consumption whatsoever. All indications and volumes are provided for information purposes only and are not intended to imply any obligation to purchase services.
The indications for volumes will be used by GÉANT to set an upper overall maximum amount that may be purchased under a Framework Agreement. According to the Court of Justice settled case-law which is implemented in the Dutch tendering law, the Framework Agreement will be considered exhausted, should this limit be reached during the duration of the Framework Agreement. The scope of the intended Frameworks is more extensively described in Section 1.3 and will be available to the participating entities described in the ITT

documents and the OJEU contract notice to follow. In the interim, an indication of the countries in scope for this Framework and the participating entities is set out in Annex 1 of this Volume.

## 1.3 Objective and Scope

The purpose of the procurement initiative is to facilitate the demand and supply of IaaS+ and related services in the European research and education community. It is being conducted as an Open Procedure in accordance with the Dutch Public Procurement Act (Aanbestedingswet 2012, revised 1 July 2016).

The overall goal of this procurement is to ensure that:

- a Framework is established that will make it easy for Customers to consume IaaS+ services in a manner compliant with European procurement legislation and with the best conditions of use. By aiming to aggregate demand across the Customer base, integrating brokerage and service delivery, the Customers will be able to get the best possible value from cloud services.
- a direct route for Economic Operators is provided to more easily and efficiently reach and deliver their IaaS+ services to Customers.
- suppliers offer an IaaS+ feature set which matches the Customers' needs.
- customers get access to a broad range of services fitting their needs from multiple Suppliers.
- data is handled safely and securely, and Suppliers meet European and National regulations.
- services can be acquired and used through the Customers' purchasing and management structures (such as accepting Purchase Orders and post pay billing).
- services are connected to and compatible with the Customer's network and Identity Management capabilities.

As mentioned in the above disclaimer, although it is the objective of GÉANT and all parties mentioned in the OJEU Notice and Annex 1 to promote and utilise the Framework Agreements as much as possible, no guarantee can be given that all institutions (universities, schools, etc.) will actually use the Call off Contracts under the Framework Agreements.

External factors, such as amongst others local procurement rules and regulations, existing technical infrastructure or other Framework Agreements with overlapping scope and better commercial offers from external parties, may cause services scoped in this ITT to be procured elsewhere. Neither GÉANT nor the parties mentioned in Annex A can be held responsible when an Institute decides to procure the scoped services elsewhere.

**Scope**
The scope of the procurement is described in abbreviated terms as IaaS+.
An 'IaaS(+) solution' or Solution is in this Tender defined as follows: An 'IaaS(+) solution' or Solution provides an on-demand availability of computer system resources, especially data storage and computing power without direct active management by the user.

This IaaS(+) solution or Solution consists of:

- IaaS Infrastructure as a Service; provision processing, storage, networks, and other fundamental computing resources, where the consumer (Customer) is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure, but has control over operating systems, storage, and deployed applications, and possibly limited control of select networking components (e.g., host firewalls).

Note: This definition of compute may include server and serverless computing for example virtual machines, FGPAs, ML, AI, etc.

This IaaS(+) solution or Solution may (optionally) also offer:

- PaaS (Platform as a Service)

The capability provided to the consumer (Customer) to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages, libraries, services, and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.

- SaaS (Software as a Service)

End-user solutions delivered by means of licensing or subscription via applications owned, hosted, and managed by the software provider, including enterprise software portfolios, are within the scope of the Framework. This is dependent on the SaaS solution being hosted on the proposed cloud infrastructure and representing the intellectual property of the IaaS provider.

Complementary software services utilising Bidder's Public IaaS / PaaS resources. These complementary software service offerings must utilise (or be based on or directly related to) the Bidder's Public IaaS resources (CPU, memory, storage, networking). For the avoidance of doubt, complementary professional services delivered by the Bidder on the Platform bid for, e.g., design consultancy, onboarding, training, migration services etc. are within scope. Services like colocation and private cloud are out of scope.

Cloud solutions based on specific requirements, where the Bidder offers (in their Service Catalogue and as part of their public price list) equipment with limited capacity to be placed in a Customer data centre (owned, installed, supported, and managed by Supplier), which are directly connected (and offer scale-out) solely to the Platform offered by Bidder are acceptable as these services may meet institutional need for sovereign clouds.

Managed services including those built on open-source technologies or license based services (e.g., VMs with applications pre-installed from a vendor's cloud "marketplace"), and general PaaS and SaaS services available in the marketplace and running in Customer tenancies, may be included but these must be a direct consequence of the usage of IaaS services. Examples are SUSE Linux distributions, hardened VMs, or managed instances of applications or functions where the customer can insert their existing licensing. Usage of these services should conform to internal Customer guardrails on procurement.

Increasingly, SaaS services are included in Platform service portfolios. These may include larger SaaS (suite) services which compete with products of suppliers who, as they may not be offering IaaS+ services, cannot join the OCRE 2024 Frameworks. Whilst there is no obligation for GÉANT, NRENs, and/or Customers to procure through the OCRE 2024 Frameworks, GÉANT wishes to make it clear that GÉANT, NRENs, and/or Customers may at any time procure SaaS services, even if they are within the scope of OCRE 2024, in a separate procurement process and thus these services (or services similar to these) will not be consumed via the OCRE 2024 contracts. Typically, but not necessarily always:

- This will be initiated when analyses show that there is competition between these (new) SaaS services and other available services in the market.
- The procurement process would be a European tender based on the functional requirements met by these SaaS services.
- GÉANT, NRENs and/or Customers will, in these situations, initiate discussions with the Supplier and/or the Platform prior to tendering.

## 1.4 Term of agreement and value

The Framework Agreement that GÉANT intends to award following this Invitation to Tender (ITT) has a term of five (5) years. The exceptional circumstances such as the size, complexity of it, amount of effort and investment required from all involved parties and expected implementation term of this ITT, provides that this is considered proportional and necessary, to require a longer duration than usually is allowed for European framework agreements. The objective extent of this ITT is considered to relate and be also proportionate to the subject matter of the Contract, scope, and number of participating entities.

As cloud consumption in the R&E community varies heavily per country, it is impossible to provide a reliable spend estimate under the Framework Agreement for the next 5 years. The aggregated consumption over 2023 was € 98 million. The total spend between 2024 and 2029 is expected to continue to grow further, which will be partially driven by the expected widespread adoption of generative AI applications. Nevertheless, these growth and expectations are no more than estimations on which no rights can be derived of. Please see the figure below to illustrate.

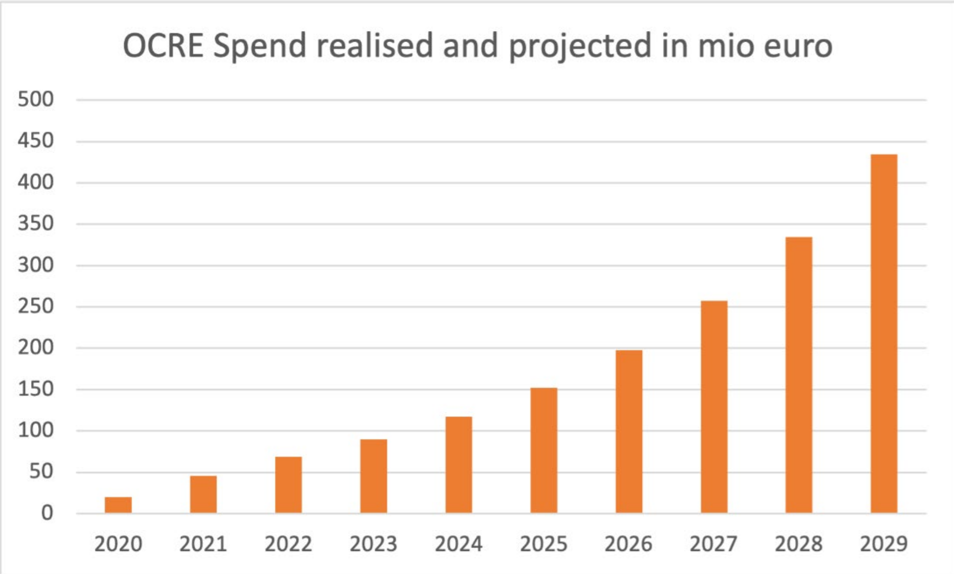


*Figure 1.1: Possible Estimated Spend Projections.*

Bidders need to consider that the value in total and per Lot may be lower than indicated in the published Contract value on Tenders Electronic Daily (TED) at the time of publishing this Tender. GÉANT have based their calculations based on historic data, estimated future growth plussed with a 20% safety margin, to prevent premature retendering of the framework. It is not possible to precisely predict actual future spend or demand. Among other things, this demand is dependent on the requirements of GÉANT's members, their participating entities, and technical- and political developments (including government funding policy changes). This is a proportional mitigation avoiding situations where a sudden rapid increase in consumption in a country necessitates a new procurement exercise. This would complicate adoption among institutions using the Tender outcomes and be an extensive process for both Suppliers and the pan-European Procurement Team. No rights can, therefore, be derived from the estimated displayed value in the Tender document and/or OJEU notice.

Bidders considered that the described estimates are aggregated over countries meaning that specific orders and assignments under the Framework can also vary heavily in size and amount. This means that Small and/or Medium Enterprises (SME) should not be discouraged from bidding as there is also opportunity for these enterprises, as demonstrated under the previous frameworks.

## 1.5 Sustainability

R&E institutes are increasingly aware of their organisation's carbon footprint. Many have (or will have) policies and or legislations, dictating that they record the carbon footprints of individual activities or departments, and define steps to lower these footprints. In addition, organisations are also required to report on sustainability figures.

When looking at the carbon footprint of their IT department, R&E institutes should not only be able to measure the footprint of their own data centres, but also that of the cloud services they use through this Tender. Transparency on sustainability is one of the most desirable additional requirements for institutes and NRENs in multiple countries.

GÉANT recognises that minimising carbon footprints in cloud environments may make for difficult choices. Originally, IT departments often primarily looked at availability (clustering). When cost became a factor, they had to make a trade-off between availability and costs. Now sustainability comes into that equation. This ITT aims to procure cloud services in alignment with the principles of the European Green Deal, promoting environmental sustainability and reducing the carbon footprint associated with IT services. Bidders are encouraged to demonstrate their commitment to environmentally responsible practices in the provision of cloud services.

*Note: Sustainability policies are subject to change based on evolving environmental standards and regulations. Bidders are advised to stay informed about updates related to the EU Green Deal and other applicable EU and national regulations.*

## 1.6 Privacy & Security

Researchers, IT staff, institutes, and NRENs are increasingly expressing concerns about the tightening privacy and data protection regulations, which impact data sovereignty, data control, and technological independence, particularly regarding their reliance on foreign cloud infrastructure providers. In this context, they are seeking assurances on how their data is protected and, if desired, how it can be easily accessed and shared with other researchers and research groups.

To address these concerns and get a better insight, Bidders are requested to fill in the provided GDPR Analyses (see MR14 and Annex D of Volume 2). Taking into account that no relevant data will fall under the Framework Agreement signed between GÉANT and Suppliers, all required actions should be applicable to the Call off Contract phase within the framework. Researchers, institutes, and NRENs require a secure environment for processing and storing data that is bound to a specific jurisdiction and may not be transmitted across borders.

MR14 states that Bidders are to inform GÉANT and Customers on any changes on their role during the lifespan of the Framework Agreements.

Privacy legislation will differ per specific country / Lot. When completing Call off Contracts under the Framework Agreement, specific local privacy legislation will have to be accounted for as well as certain privacy policies of Customers who would like to procure under the Framework. This means that, at the discretion of the Customer, deviating agreements in relation to privacy can be agreed for a specific Call off Contract.

## 1.7 Relevant European development

Due to the close cooperation with the European Commission on the GN5-1 project, interested parties and Bidders should be aware of and be compliant with all relevant European legislation. Below are examples that mark some recent developments which should be taken into consideration.
The European strategy for data aims to create a single market for data that will ensure Europe's global competitiveness and data sovereignty. Common European data spaces will ensure that more data becomes available for use in the economy and society, while keeping the companies and individuals who generate the data in control. On 23 February 2022, the Commission proposed a Regulation for harmonised rules on fair access to and use of data (Data Act). The Data Act is a key pillar of the European strategy for data.

On 12 July 2023, the Foreign Subsidies Regulation (FSR) came into force. This new set of rules enables the Commission to address distortions caused by foreign subsidies and allows the EU to ensure a level playing field for all companies operating in the single market, while remaining open to trade and investment. Please see Volume 1 for the matching capability requirement.

The EU International Procurement Instrument (IPI) lays down the procedures whereby the European Commission can investigate alleged measures or practices negatively affecting the access of EU businesses, goods, and services to non-EU procurement markets, and consult with the non-EU countries concerned. As a last resort, it can impose measures restricting their companies' access to restrict access to the EU public procurement market.

The Anti-Coercion Instrument (ACI) has entered into force, providing the EU with the means to deter and respond to economic coercion, and thereby better defend its interests and those of its Member States on the global stage. The ACI is first and foremost designed to act as a deterrent against economic coercion. Where coercion still happens, the tool provides a structure to respond in a well-calibrated way to stop the coercion. It gives the EU a wide range of possible countermeasures when a country refuses to remove the coercion. These include the imposition of tariffs, restrictions on trade in services and trade-related aspects of intellectual property rights, and restrictions on access to foreign direct investment and public procurement.

The European Union Agency for Cybersecurity (ENISA) launched a public consultation from 22 December 2020 to 7 February 2021 on its first draft of the candidate European Union Cybersecurity Certification Scheme on Cloud Services (EUCS). The scheme aims to further improve the Union's internal market conditions for cloud services by enhancing and streamlining their cybersecurity guarantees. The draft EUCS candidate scheme intends to harmonise the security of cloud services with EU regulations, international standards, best industrial practices, as well as with existing certifications in EU Member States.

*Note: Although EU regulations are taken into account as much as possible in this ITT, they are constantly subject to change. Bidders are solely responsible for fulfilling certain obligations deriving from all relevant legislation and for their own compliancy thereof. It is subject to change based on evolving standards and regulations. Bidders are advised to stay informed of updates related to the relevant European legislate*

2. Tender

## 2.1 Set up of this Tender procedure

This Tender will follow an open procedure as defined in the Directive 2014/24/EU on public procurement[1].

As GÉANT Vereniging (Association) is a Dutch entity and classed as a Contracting Authority, GÉANT is obliged to execute this Tender procedure in accordance with the Dutch Public Procurement Act (Aanbestedingswet 2012[2]). The Aanbestedingswet 2021 implements the aforementioned EC Directive in the Netherlands.

Generic information on public procurement in the Netherlands can be found via this link: https://www.pianoo.nl/en/public-procurement-netherlands

If you wish to participate in this ITT, you are deemed to understand the content of the Aanbestedingswet 2012 and act accordingly.

### EProcurement portal and Tender documents

To execute this Tender procedure, GÉANT uses an eProcurement portal in which all information relevant to this procurement procedure shall be made available.

The eProcurement portal will hold this ITT document, web-based text and instructions, the proposed Contract, the ESPD form[3] in Volume 1, and all other documents relevant to this procurement procedure. For simplicity, this whole set of documents (including any web-based text used in the eProcurement portal) is being referred to an Invitation to Tender, ITT, or Tender.

The eProcurement portal can be reached via https://s2c.mercell.com/today. Alternatively, this Tender can be accessed directly via the link provided in the OJEU notice as published on www.tenderned.nl and https://ted.europa.eu. GÉANT will reach out to its community and NRENs to publish this Tender on local procurement platforms in non-EU countries as far as possible to stimulate the uptake of the Framework.

If you wish to participate in this Tender procedure, you are requested to carefully read all instructions and regulations. Proposals submitted that do not comply with all the procedures and conditions set out in the ITT may be disregarded by GÉANT.

## 2.2 Lot structure

Due to several factors, such as the desire to have local support, market approach and structure, one of the main principles of this ITT remains acting within geographical Lots – i.e., country-based.
The Lot structure incorporates the desire to have additional competition between resellers or similar, per Platform provider. In addition, GÉANT identified the need to have alternative fallback options per specific Lot during the duration of the Framework, for instance if a selected Supplier ceases to trade.

The Lot structure shall be formed as shown below and will work with sub-Lots per Platform per country.
For Example – country X = Lot 1
Lot 1a = Platform / Solution A
Lot 1b = Platform / Solution B
Lot 1c = Platform / Solution C
Etc. Also as illustrated per example in *Figure 2.2*:

1 https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32014L0024

2 https://wetten.overheid.nl/BWBR0032203/2019-04-18

3 https://ec.europa.eu/docsroom/documents/17242/attachments/1/translations

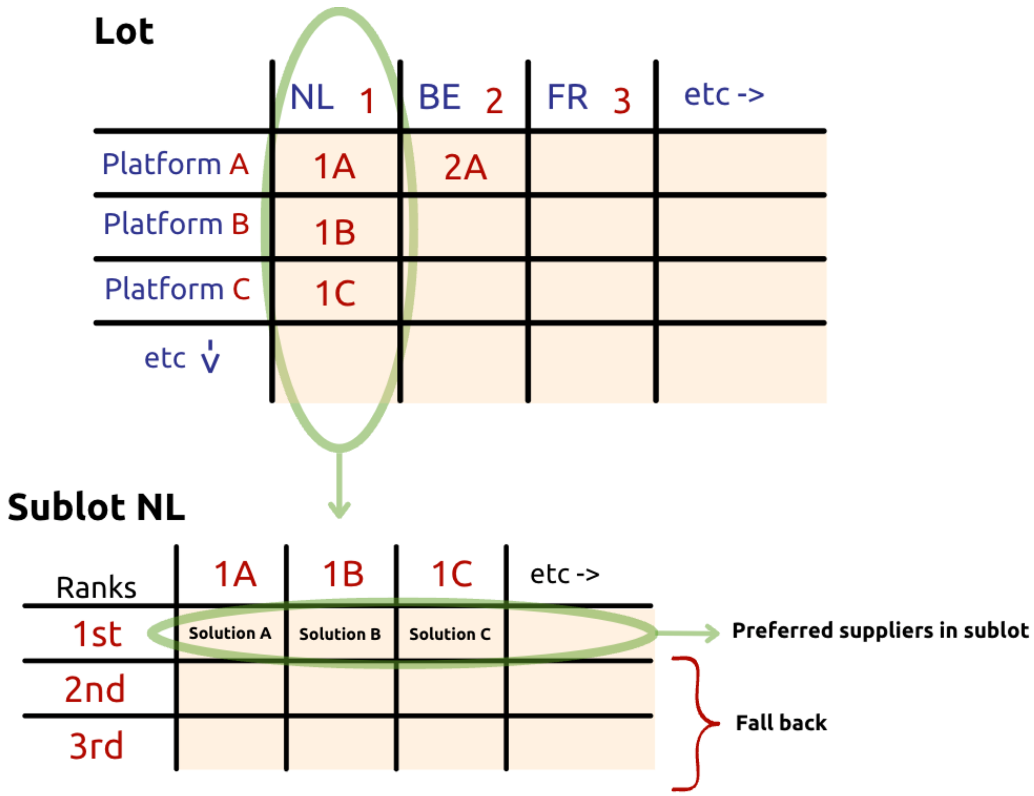


*Figure 2.2: Lot Structure Example.*

Any offered and awarded specific Platforms will be assigned to additional sub-Lots per country. This means that the number of sub-Lots will depend on the received and awarded Bids. Examples of expected sub-Lots are, but are not limited to, IONOS, GCP, Oracle, AWS, Azure, and solutions that base their offers on other platforms. Some platforms offer more than one underlying technology, for example some Platforms may offer VMWare in addition to their main offering. In this case, the Bidder may offer both in their service catalogue but will only be eligible for consideration for the sub lot relating to their main offering. Any other Platform(s) that are not already listed in the Annex C spreadsheet should be messaged to the procurement team via the messaging system in the EProcurement portal.

Bidders whose IaaS+ service portfolio is identical or near identical will compete for a Framework Agreement in the same sub-Lot, even though their support services may differ. An example would be Microsoft Azure resellers. Bidders who use the same underlying technology (e.g., Openstack) but whose service portfolio differs will be placed in a sub-Lot for their specific Solution. As an example, two bidders, both using Openstack as underlaying technology, each offering their own Service Portfolio, will each get a sub-Lot.

Note: for those bidders who have seen the GÉANT OCRE 2024 market consultation PIN, GÉANT has refined its thoughts on the above sub-Lot architecture based on, amongst others, market feedback. Obviously, the process described above differs from and supersedes the process described in the PIN.

Bidders will only be awarded one Platform per Lot / country where they are ranked highest in a contested Platform sub-Lot. Contested means that there is more than one Bidder bidding on that Platform in a country offering the same IaaS+ solution. Bidders are able to bid on more Platforms per country and, if they choose to do so, they must rank the Platform bids submitted per country which they would prefer to be awarded in their Offer.

The awarded Suppliers will be ranked per sub-Lot based upon the outcome of the evaluation of this ITT. With a maximum of three Suppliers represented in total per Platform / Solution / sub-Lot. Each highest ranked Bidder per sub-Lot, will become the preferred Supplier of that sub-Lot and will be added to a per country Lot, e.g., Lot 1 = highest ranked Bidder of lot 1a, 1b, 1c, etc.

If a Bidder scores highest in two or more contested sub-Lots, they will be awarded the sub-Lot with their highest preference. Their bid for the other sub-Lot(s) would be scored down making them the 2nd highest Bidder for that sub-Lot. This means that they could, if the highest scoring / preferred Bidder in that sub-Lot would be disqualified for whatever reason, become the new highest scoring / preferred Bidder for that 2nd platform.
Uncontested platforms may be awarded to any Bidder, even if the Bidder already has been ranked highest in another competed sub-Lot.

## 2.3 Methods for awarding CoCs within the Framework

A Customer can award a Call-off Contract using one of the following three methods:

- By cascade method, without re-opening the competition within the sub-Lot; or
- Via mini-competition:
    - within a sub-Lot.
    - between the Platforms in a country.
- Via desktop mini-competition without re-opening the competition.

Customers may use a decision tree as illustrated in *figure 2.3* to come up with an appropriate award mechanism to use. Further guidance on which award method fits which use case is detailed in the sections below.

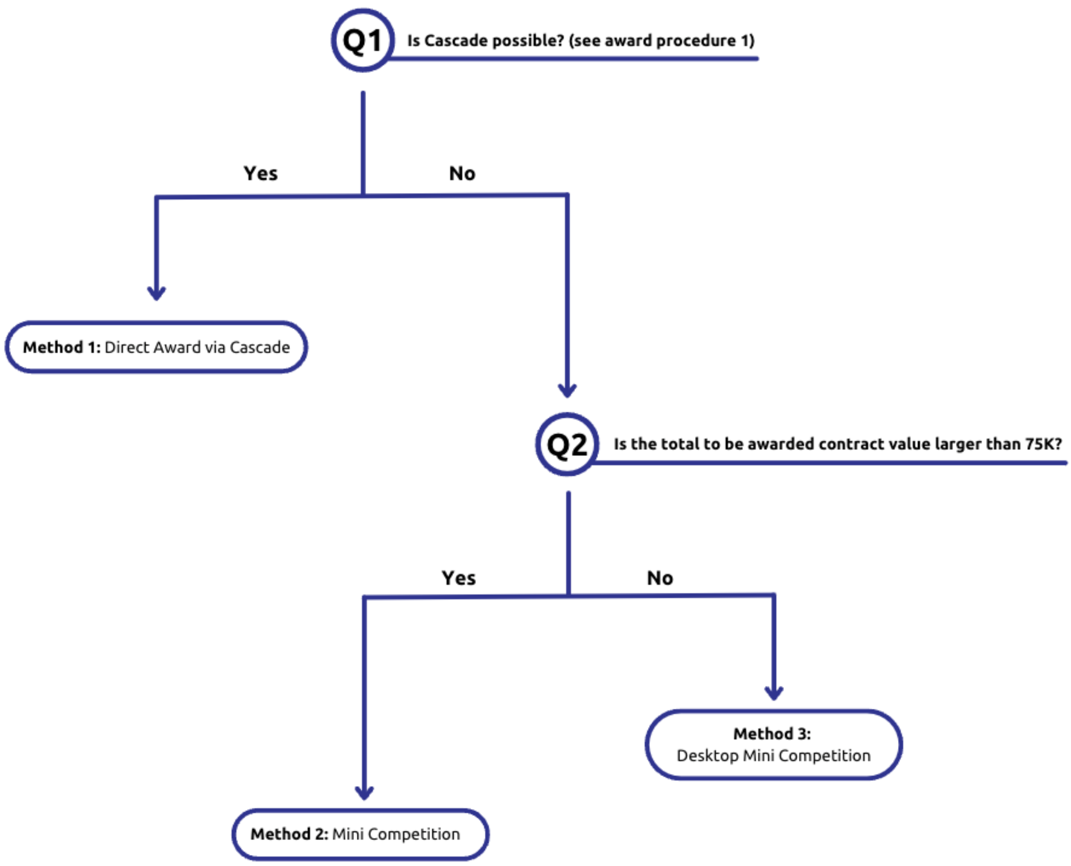


*Figure 2.3: Decision Tree for Award Mechanism.*

## The Pan-European Procurement Approach

The Framework Agreements are established through a collective pan-European procurement involving many organisations in many countries using a central purchasing body, GÉANT. Customers are to award Call off Contracts pursuant to Article 39 of the European Procurement Directive, *Directive 2014/24/EU*. This implies the Regulations as defined in the Framework Agreement apply to all award methods.

## Award compliance

Each Customer is solely responsible to ensure they:

- award their Call off Contracts in compliance with the applicable procurement legislation and the internal policies of the Customer, and
- properly document all awarding decisions, and
- shall not change the Call off Contract substantially.

## Award method 1: Direct award via cascade method without re-opening competition

A Call off Contract may be concluded under Framework Agreement sub-Lots with the highest ranked / preferred Supplier in each sub-Lot/country via cascade. Cascade procurement[4], also known as sequential or staged procurement, is a method used in public procurement to award contracts in multiple stages based on the ranking of Suppliers per sub-Lot. If the preferred – highest ranked- Supplier is unable to complete the Call off process for whatever reason, the next highest (#2 etc.) scoring Supplier within a sub-Lot will be offered a Call off Contract.

**When to use this Award method**
A Customer may make a direct award via cascade to the preferred Supplier in a sub-Lot if they:

- have workloads deployed where it is technically or economically infeasible to migrate to a different Platform; or
- wish to (re-)purchase a (new) product or service from among the suite of products and services available on that Platform; or
- have licensing arrangements (outside the scope of the Framework) with a Platform and/or Supplier.

This method is also available to facilitate alternative fallback options. If a preferred Supplier fails to perform according to the Framework Agreement terms and conditions and has their Contract revoked, or for example goes bankrupt, this Supplier will be removed from Lot 1a and Lot 1 automatically. If a Framework Agreement is revoked or terminated, then the next ranked Supplier (#2) will be considered the highest ranked – preferred Supplier of the sub-Lot and will start participating in the Lot as preferred Supplier of that specific sub-Lot Platform / Solution.

**How to use this Award method?**
Customers can approach the highest ranked / preferred Supplier in each sub-Lot directly to finalise the Call off Contract.

## Award method 2: Mini-competition

The Customer may also execute procurements through a regular mini-competition by re-opening the competition amongst all Platforms in the specific Lot or sub-Lot, using other awarding criteria based on the specific Customer's needs. All capable Suppliers are invited to participate in that Lot or sub-Lot. Only non-substantial changes are permitted to the Call off Contract.

**When to use this Award method**
Due to the effort level required by a Customer and by Suppliers, running a mini-competition should be proportional and effective. A Customer can run a mini-Competition within Platforms when they for example:

[4] As defined in the 'Explanatory Note – Framework Agreements – Classic Directive', CC/2005/03, 14 July 2005

- have a new workload.
- have a new specific project with, for example, new funding and / or requirements.
- would like to have an additional Platform.
- have internal policies that require running a competition.

The highest ranked, preferred Supplier in each sub-Lot (for example, 1a) in this case will be added to the "all Platform country"- Lot, e.g., Lot 1. A Customer can also run a mini-competition within a sub-Lot initially offering the same Platform when it is objectively determined that the highest ranked within a Sublot – the preferred supplier – is not capable of performing the services as required. For example, when the preferred supplier (temporarily) has no availability to deliver in time and in full.

To summarise:

The Customer **shall conduct a non-discriminatory, transparent, and objective procedure which shall include at least the following steps**:

- Invite all Suppliers in the relevant Lot or sub-Lot to participate in the mini-competition.
- Run the mini-competition in writing via email or other (electronic) platform by choice.
- Provide Suppliers a reasonable timeframe to respond, which will depend on the circumstances of the specific case. For example, the complexity of the demand, etc.

Customer **may also include elements in the non-discriminatory, transparent, and objective procedure such as:**

- Collaborative mini-competitions on behalf of and/or with other Customers in their (sub-)Lot.
- The use of a modified Call off Contract with non-substantial changes.
- The requirement that certain documentation requirements are used for (EC) financial audits.
- Cancel the mini-competition at their discretion.
- Award the second runner-up Supplier if the initial awarded Supplier fails to deliver in time and/or in full.
- Apply a standstill term of approximately one week upon preliminary awarding of the CoC.

During the implementation of the OCRE2024 Framework GÉANT will provide trainings and practical guidelines, sharing best practices and lessons learned on running mini-competitions. Suppliers cannot derive any rights from these activities.

## Award method 3: Desktop mini-competition based on Awarding Criteria in Tender and Supplier Bids

Customer may also use a desktop mini-competition without re-opening the competition among all available Suppliers within a sub-Lot (specific Platform per country), re-using the awarding criteria from this ITT.

**When to use this Award method**

The desktop mini competition is a lightweight method for awarding limited projects, where a full mini competition is not proportional to the project value, recognising the efforts needed on both Customer and Suppliers sides for creating and responding to a mini competition.

The *Desktop mini-competition* may be used for awarding Call-off contracts with a total value no larger than 75.000 (seventy-five thousand) Euro excl. VAT per project/assignment/etc. or as set by Customer procurement policies. The desktop mini-competition will be held via the desktop mini-competition spreadsheet, reusing the awarding criteria from this tender within the sub-Lot or Lot to select the Supplier that is most suitable.
Customers can run a Desktop mini-competition in two ways:

a) Within a Platform sub-Lot in a country; or

b) Within the country Lot containing all Platforms' preferred (highest scoring) Supplier.

All capable Suppliers within the sub-Lot or preferred suppliers within a Lot will be accessed through this desktop mini-competition to conclude the Call off Contract with the most suitable Supplier based on the outcome. In a Desktop mini-competition, the Customer will collect required (price) information, in the manner specified below, which is needed to make a Supplier selection through a self-service exercise, requiring no other than specific information pertaining to the case at hand and / or confirmation of the Suppliers' offering.

Customer will evaluate Suppliers by reusing the scoring of most the Awarding Criteria (ACs), calculate the total cost of ownership (TCO) based on the specific requirements of the demand by using the online cost calculators in combination with the AC5 rate cards for professional services submitted.

**How to use this Award method**
To make an award decision using a Desktop mini-competition, the Customer will use information contained in the Supplier's Offer, GÉANT's scoring, and information from the Supplier's online cost calculator. Suppliers are not contacted for further input.

The Customer will:

- evaluate all Suppliers in their sub-Lot, unless a Supplier is clearly unable to meet a specific requirement, in which case this Supplier may be excluded.
- reuse GÉANT's scores to the Offer of the Supplier for the following Award Criteria (ACs):
  - AC1 - Service and Support
  - AC2 - Marketing and Adoption
  - AC3 - Exit Support
  - AC6 - Cloud in the classroom
  - AC7 - Web Content Accessibility Guidelines
  - AC8 - Sustainability
- calculate the score in relation to a TCO calculation (replacing AC4 and AC5).
- use the standard Call off Contract template without modifications.

The Customer may:

- Adjust the relative weight given to each Award Criterium (AC) within the range specified in the Allowed Weight Range column.

**Desktop Mini-Competition Award Criteria and Weight Ranges**
The table below, *Table 1: Desktop Mini-Competition Award Criteria and Weight Ranges*, shall be used for scoring Suppliers using *Award Method 2 - Desktop Mini-Competition*.

| Award Criterium as specified in Vol 2 of the Tender Documents | | | | |
|---|---|---|---|---|
| AC | Description | Original Weight (in %) | Allowed Weight Range (in %) | Score |
| AC1 | Service and Support | 30% | 15% - 40% | As scored by GÉANT |
| AC2 | Marketing and adoption | 20% | 5% - 25% | As scored by GÉANT |
| AC3 | Exit Support | 5% | 5% - 25% | As scored by GÉANT |
| TCO | Total calculated cost (AC4 and AC5) | 28% | 15% - 60% | Calculated by Customer |
| AC6 | Cloud in the Classroom | 5% | 0% - 15% | As scored by GÉANT |
| AC7 | Web Content Accessibility Guidelines | 2% | 0% - 10% | As scored by GÉANT |
| AC8 | Sustainability | 10% | 5% - 25% | As scored by GÉANT |

*Annex D, Table 1: Desktop Mini-Competition Award Criteria and Weight Ranges*

The definition of all ACs can be found in Volume 2 of the Tender documents
A Supplier's TCO is calculated as follows:

- Calculate the IaaS+ costs using the Supplier's online cost calculator.
- Add professional services, if needed, using the submitted AC5 rate cards.
- Marks for TCO will be allocated using the following formula:
  (Lowest TCO/Calculated TCO)*Marks Available

## 2.4 The OCRE 2024 user groups

The OCRE Framework primarily targets the community of GÉANT's affiliated NRENs. Although R&E is very dominant within the NREN community, there are also non-for-profit institutions affiliated to NRENs that would like to benefit from the Framework procurement. Based on the demonstrated interest and the fact that GÉANT wishes to accommodate as many members and affiliated organisations linked to the NRENs as possible, GÉANT wishes to define the following three groups of institutions:

**Group A:**

All involved NREN and its members. NRENs are often associations or cooperatives which are governed and controlled by their members. All members are eligible with the exception of local and central government bodies not involved in Research and or Education (R&E all levels). For avoidance of doubt, this group may include institutes which report directly to, or are fully financed by the government, but which have a research focus. Examples are statistics organisations, environmental assessment agencies, and meteorological Institutes.

**Group B:**

All institutes with a Research and / or Education focus that are, for whatever reason, not a member of the NREN. These may include University Medical Centres, libraries, museums, primary- and secondary (or further) education institutes. These may also include private universities.

**Group C:**

All institutes that are affiliated with the NREN, but that are not members nor have a Research and / or Education focus. These may include central government bodies funding the NREN and must be non-profit organisations. Examples: ministry of education, public television etc.

Based on the outcome of the Prior Information Notice and market consultation, GÉANT will not need the concessions it requires for Group A and B to apply to user group C.

**Please note that only non-profit Group C institutes may use the Framework Agreements. Any commercial Group C organisation which might be included as a participating entity in a country, is listed by error and cannot sign any Call-off Contract.**

There is no exact definition of the Research and Education community by GÉANT, NRENs or by the market (different suppliers use different definitions). GÉANT expects that the given Group definitions will be sufficiently clear, for all parties, to match largely the Customers to the right group. As such, GÉANT and the NRENs will not classify in which groups each institute resides. In those situations where Customer and Supplier do not agree on the group the institute should fall under, the NREN and/or the GÉANT can review on a case by case bases upon request.

Group A encapsulates the inherent spirit of the research and educational institutions, which are primarily NREN members. Group B comprises institutions with a research or education focus but that are not NREN members as such. At the same time, Group C includes institutions that are not research-oriented but are non-profit organisations affiliated with the NREN.

For each country, the NREN has submitted a list of participating entities or a URL. Where a URL was submitted, GÉANT will record the institutes present there at the date of publication of this tender. The list of submitted participating entities per country can be found here: https://clouds.geant.org/ocre2024entities.

## 2.5 Roles of the NREN

No two NRENs are alike. Although they all serve R&E and offer network connectivity, the types of services they offer in addition to this differ. NRENs supporting this ITT may not have the structural funding to support these services with dedicated staff.

The 2016 and 2020 OCRE tenders introduced a cost recovery fee, a percentage on the cloud consumption for the NREN to fund their efforts around the cloud services. For this ITT, all NRENs in principle have by default an equal role and similar responsibility depending on the amount of cost recovery fee (CRF), with some acting as underwriter as explicit exception. This means that the NREN will act as an intermediary by enabling participating entities to use the Frameworks and sign Call off Contracts with Suppliers.

NRENs could opt for a larger role by acting as an underwriter, meaning that the NREN will sign Call off Contracts with Suppliers. Participating entities (Customers) would use the services through this NREN. This means that the NREN as underwriter carries all contractual and financial obligations, and liabilities. GÉANT recommends that NRENs only choose this role if they have a mature cloud team supporting the participating entities and have secured collaboration from participating entities on risks to mitigate such as security measures. Annex 1_a provides an overview of the roles and CRF of the NRENs and the CRF. NRENs may change their role and / or CRF once per years, starting 1 January 2026. All suppliers will be notified in this will be the case.

## 2.6 Dates and deadlines

*Table 2 - Dates and deadlines* presents an overview of all important preliminary dates and deadlines in this Open Procedure procurement process.

| Tender actions | Days | Start | Finish |
|---|---|---|---|
| Publish OJEU notice & ITT (Open Procedure) incl. Contract terms | 0 | 20 March 2024 | |
| Webinar | 14 | 3 April 2024 – 15:00 CET | |
| Period that questions can be sent in | 30 | 20 March 2024 | 19 April 2024- 12:00 CET |
| GÉANT will answer questions continuously. Final notice released | 11 | 30 April 2024 | |
| Bidder response time | 54 | 20 March 2024 | 13 May 2024 |
| Deadline for sending in Offers | 54 | 13 May 2024 11:00 CET | |
| Evaluate submitted Offers* | 158 | 13 May 2024 | 18 October 2024 |
| Intent to Award Letter(s) sent out & debrief failed Bidders via correspondence* | 30 | 21 October 2024 | 22 November 2024 |
| Standstill term from date sent out correspondence | 20 | 22 November 2024 | 12 December 2024 |
| Contract production and completion* | 50 | 12 December 2024 | 31 January 2025 |
| Start Date Framework Agreements* | | 3 February 2025 | 3 February 2030 |

*Table 2: Dates and Deadlines.*
*Preliminary target dates.*[5]

[5] *Please note: Some of the dates displayed above are also published as web-based text in the eProcurement portal. In case there is a discrepancy between the dates in the table above and the dates in the eProcurement portal, the dates in the eProcurement portal prevail.*[5]

All dates in the table are mentioned as guidance only. The commence date of the framework for now is planned beginning of February due to the expected complexity and labour intensity of the contracting process, as well as the fact that experience learns that January is not expected to be used for Call-off contracting by participating entities

On the 3th of April 2024, a webinar will be hosted by the GÉANT Procurement Team. It will be available to all interested parties to join via the provided link on the EProcurement portal and recorded.

The webinar will comprise a short overview of GÉANT, the NRENs and the communities they serve, the project, and the Tender with an explanation of the objectives of this Tender and the procurement procedure being undertaken. Attendance will be anonymous; there will also be a possibility to ask generic questions by chat, which will not form a part of this ITT, as official questions should be submitted through the eProcurement portal as described in the Information phase in 3.1 of this Volume.

To attend the webinar please register via this link: https://events.geant.org/event/1644/ the webinar will be recorded and publicly available afterwards.

After the event, a recording of the webinar will also be made available via the GÉANT eProcurement portal.

## 2.7 General Tender conditions

The following general conditions apply to all stages of this procurement:

- By submitting a Proposal in response to this ITT, the Bidder declares that they unconditionally agree and meet all stated conditions and requirements in all Volumes. By submitting a Proposal, the Bidder declares that they can supply the tendered services unconditionally against the stated requirements in all ITT documents. They also declare that all information they have provided is accurate and true.

- The Bidder shall bear their own costs of bidding.

- Participation in this Tender is entirely at the Bidder's own risk and cost. GÉANT shall not reimburse any costs or fees without a mutually signed contractual arrangement.

- GÉANT reserves the right to withdraw from this Tender procedure at any time prior to a Contract being fully signed. If GÉANT pauses or withdraws the Tender, GÉANT shall not be liable for any costs the Bidder incurred, neither directly nor indirectly, for the preparation and/or submission of your Proposal.

- GÉANT has no obligation to award a Contract following this Tender procedure.

- All communications in this Tender procedure shall take place via the eProcurement portal unless otherwise indicated. This is to provide a complete audit trail of communications, fair play and consistency for all, and to ensure transparency in document exchange.

- Any questions for GÉANT must be sent through the eProcurement portal. It is prohibited to contact a GÉANT employee, the Procurement Team (or any other party involved in the execution of this Tender), to ask questions on or through other platforms where this tender is published, besides the indicated contact person. GÉANT can exclude you from participating from this ITT if you contact other persons at GÉANT (or other third parties) directly.

- Unless otherwise stated, all communication between you and GÉANT shall be in English language only. ITT documents will be made available in English only. Only Offers in English will be evaluated; Offers received in other languages will be disregarded.

- In case a Bidder is awarded a Contract following this Tender, the Bidder is obliged to make sure that all staff involved in the execution of that Contract, specifically the named contact person(s), have sufficient knowledge of the English language to execute the required tasks following the Agreement.

- In case a Bidder is awarded a Contract, GÉANT may choose to digitally sign that Agreement using an eSign platform. By submitting a Proposal, the Bidder agrees that they are able to sign Agreements digitally and agrees to deliver the name, email address and mobile phone number of the authorised signatory to GÉANT to facilitate this process.

- Organisations that form part of a group of companies (or corporate group) may only submit an Offer for sub-Lots in a Lot if there are no internal group agreements and/or concerted practice that is preventing fair competition. If GÉANT receives Offers from more than one (1) organisation that is part of the same group of companies, the Bidder must disclose to GÉANT in full the measures they have put in place to prove that fair and open competition was not hindered. If according to GÉANT this cannot be demonstrated, GÉANT will invalidate all Offers submitted by all organisations of this group of companies.

- Where a Bidder is part of a group of companies or a subsidiary or an affiliated company only one bid per country/platform/sublot may be made. Also, this group cannot be awarded first place in more than one competed sublot in a country. If this occurs, the bidder must select the platform/sublot they wish to contract.

- All submitted prices following this ITT exclude VAT (taxes).

- All Bids made in response to this ITT have a validity period of at least twelve (12) months after the deadline for submissions as indicated in this ITT.

- Bidder agrees that in case legal action is taken against GÉANT's award decision by a 'kortgeding procedure' at a Dutch court, the validity period is automatically extended to twenty (20) days after the court has published its verdict.
- This ITT and the resulting obligations are governed by Dutch law. All disputes arising from this ITT, or the obligation(s) arising from it, shall be brought solely before the Amsterdam District Court. For the sake of clarity it is mentioned that all disputes related to Framework Agreement or Call-Off Contract, including any disputes regarding the awarding of Call-Off Contracts, are settled in accordance with the provisions of the Framework Agreement or Call-Off Contract.

## 2.8 Confidentiality

The information in this ITT is being made available by GÉANT on the condition that:

- you shall not undertake (or permit) at any time, whether at this stage or after any Contract award, any publicity activity without the express approval of GÉANT in writing.

- GÉANT is acting as a Central Purchasing Body (CPB) and has indicated in the OJEU publication that it is executing this Tender procedure beneficial to others. Offers will be threatened as commercial confidential. GÉANT may disclose detailed information received in the Offers to relevant staff of the participating contracting authorities.

## 2.9 Complaints Procedures

Following Dutch procurement legislation, GÉANT is obliged to have a complaint procedure in place for matters on public procurement.

GÉANT is committed to ensure its procurement activities are compliant, fair and transparent, respecting the interests of all involved parties.

If a Bidder believes that GÉANT in this Tender procedure is making any mistakes or harms their interest, they are invited to make their objections known via the information procedure described in paragraph 3.1. If the objection is not resolved, the Bidder can submit their complaint via e-mail to complaint@GÉANT.org.

When submitting a complaint, please make sure this e-mail contains:

- The Tender procedure to which the complaint relates and the deadline for sending in proposals.
- Your complaint and the request/suggestion(s) you might have.

The Complaints Committee will confirm receipt of the complaint as soon as possible and will deal with your complaint appropriately.

GÉANT Compliant regulations:

- Complaints will relate to a specific act or omission by GÉANT about a specific Tender procedure(s).
- Complaints can only be filed by an interested party about the specific Tender procedure(s).
- Complaints are filed directly towards GÉANT as contracting authority.
- Complaints cannot be filed anonymously.
- The GÉANT Complaint Committee consists of two people and will advise all parties as soon as practically possible.
- The submission of a complaint will not automatically hold or stop the Tender procedure.
- GÉANT reserves the right to suspend the relevant Tender procedure(s) based on the complaint until further notice.
- All parties involved reserve the right to bring the proceedings before the relevant court of law within all stages of the complaint procedure.

**Submitting a complaint to the Dutch Committee of Procurement Experts**

An interested party can submit a complaint in relation to this Procurement procedure to the Dutch Committee of Procurement Experts as set out in the Public Procurement Decree which constitutes part of the 2012 Dutch Public Procurement Act. Submitting a complaint does not automatically suspend the OCRE 2024 ITT procedure.

Complaints must relate to certain acts or omissions on the part of GÉANT that contravene statutory provisions or other requirements applicable to this OCRE 2024 ITT. For more information about this procedure, GÉANT refers you to the website http://www.commissievanaanbestedingsexperts.nl.

Please note: anonymous submission of complaints is not permitted. Similarly, the Committee of Procurement Experts will not deal with a complaint if the complainant has not first apprised the GÉANT of the complaint in writing, making it sufficiently clear that it is a complaint, and if the complainant has not first given GÉANT the opportunity to respond to the complaint within a reasonable period of time.

# 3. The Offer

| **Note:** |
| --- |
| GÉANT is unable to accept any Offers that are not fully submitted before the indicated deadline for submission of Offers.<br><br>For the avoidance of doubt: if your Offer is not fully uploaded and submitted via the eProcurement portal before the indicated deadline **and time,** your Offer will not be accepted and evaluated.<br><br>Make sure you reserve sufficient time to submit your Proposal and that your staff submitting the Proposal have the needed rights to the GÉANT eProcurement Portal! |

## 3.1 Information phase

Bidders may submit clarification questions at any time between receiving this ITT and the indicated deadline to submit questions to GÉANT.

*During the Information phase, when asking questions through the e-Procurement portal, please ask one (1) question at a time and do not combine questions.*

All received clarification questions raised and responses given by GÉANT will be published on the eProcurement portal by default and will be made available to all interested parties. GÉANT will anonymise all questions to ensure that enquiries cannot be traced back to an individual or an organisation.

If you do not wish for your question to be publicly published (e.g., if your question contains commercially sensitive information), you can submit a private question via the eProcurement portal. You must indicate the reasons why GÉANT should treat your questions as confidential.

If this justification is accepted by GÉANT, you will receive a response in confidence. If not accepted, GÉANT will not answer the question. You will then have the option to ask a non-confidential question that will be published and answered by GÉANT following the standard procedure.

Please contact GÉANT as soon as possible using the eProcurement portal if you see or suspect an inconsistency in any of the ITT documents.[6]

Since GÉANT has the obligation to make sure all participants in a Tender procedure have access to the same information, the possibilities to answer confidential questions are very limited.

### 3.1.1 Information notice

GÉANT will answer questions continuously during the period that questions can be sent. On the date indicated in paragraph 2.6, GÉANT will publish the final Information notice.

This Information notice contains an overview of all received and answered questions during the Information phase.

As questions can lead to adjustments in the Tender documents (including requirements and the proposed Contract), all Tender documents are definitive after the publication of the Information notice only.

In those circumstances, where crucial information becomes available after the initial publication of the Information notice, the Information notice will be updated accordingly and re-published. Changes made, including possible consequences for the submission deadline, will be clearly indicated.

The Information notice becomes an integral part of the Tender documents.

[6] *Note: You are requested to keep confidential questions to an absolute minimum*

## 3.2 Submitting your Offer

This ITT may contain forms or other documents that you need to upload as part of your Offer. You are requested not to change the layout of these forms and/or other documents.

| **Note:** |
| --- |
| Based on questions received in the Information phase, GÉANT may choose to alter or change any forms or documents. If this occurs, GÉANT will change the version number of the applicable form or documents and make them available in the eProcurement portal.<br><br>Before submitting your Offer, you are requested to verify if you are indeed using the most recent version of the forms and documents. Not using the latest documents may lead to an invalidation of your submitted Offer. |

You submit your Offer to GÉANT by answering all questions and uploading all requested documents to the eProcurement portal. Make sure you do this before the indicated date and time.

On the indicated date and time, the eProcurement portal closes automatically. Uploading or answering questions is no longer possible immediately after the deadline has passed.

GÉANT only accepts Offers submitted via the eProcurement portal. Proposals received by other means, such as, but not limited to, mail, e-mail, courier, or fax will not be accepted.

Your Proposal should contain as a minimum the following documents / information:

- All Appendix in Volume 1 – Customer references, completed ESPD form, ISO certifications, FSR declarations / notifications, declaration of no Russian involvement, etc.
- Answers to all questions in the ITT, including any related documents and spreadsheets. If applicable in your situation, proof is also required that the Platform you are bidding for allows you to offer these services in that Lot.

# 4. Evaluation phase

After the deadline for sending in Offers, GÉANT will unlock the digital vault in the eProcurement portal allowing your Offer to be accessed by GÉANT and the Procurement Team. This is the start of the evaluation and scoring procedure. GÉANT will award the Framework Agreements to the Bidders with the most economically advantageous bid.

The evaluation and scoring of received Proposals will take place as described in Volume 2.

## 4.1 Preliminary awarding and standstill

After the Procurement Team reaches consensus on the qualitative Awarding Criteria, the scores of the quantitative Awarding Criteria are calculated and the weights indicated are applied, the preliminary score per Bidder is calculated. This preliminary score is determined by adding up all Weighted scores per Bidder. The Bidder with the highest Final score has submitted the economically most advantageous bid. The Final scores of all Bidders will be ranked in a league table. The Bidder with the highest score will be ranked first and is the preferred Supplier of that sub-Lot.

- The first three ranked Bidders per sub-Lot, per Lot will be preliminarily awarded the Framework Agreement.
- In the event that two or more Bidders are deemed to have the same highest Total Overall Score, the following tie-break approach will be adopted:

a) The Offer which has been awarded the highest number of marks for the overall Qualitative Award Criteria will be deemed to be the Most Economically Advantageous Tender (MEAT).

b) In the event of the application of the above rule not resulting in the determination of a preferred MEAT, the following approach will be applied; the Offer that has been awarded the highest number of the total marks available for the first criterion, set out in the list below, will be deemed to be the MEAT. This approach will continue to be applied to each of the criteria in the descending order listed below until a preferred MEAT can be determined.

1) AC1A

2) AC2A

3) AC3

4) AC4

5) AC5

6) AC6

7) AC8

8) AC7

In the event that no winning Offer can be established having examined the results for each criterion, then the result will be determined by the drawing of lots.

The Bidder preliminarily awarded a Framework Agreement will receive a notification via the eProcurement portal.

Bidders that have not been awarded a Framework Agreement will receive a notification of such via the eProcurement portal. This notification contains as a minimum:

- the Weighted scores and Final score of their Proposal.
- the relative ranking of their Proposal.
- motivation of the Weighted consensus score awarded by the Procurement Team if scored below 80.
- the name of the highest ranked successful Bidder that is awarded a Contract and the Weighted scores and Final score of that Proposal.
- a standstill period.

## *4.2* Preliminary relief proceedings (*kort geding)*

During the standstill period referred to above GÉANT will not implement the awarding and will not proceed to sign the Framework Agreement, in order to give each Bidder during this period the opportunity to initiate any preliminary relief proceedings (*kort geding)* against the awarding in a proper and timely way. The standstill period is an expiry period, after which the right to lodge preliminary relief proceedings against the awarding lapses. This means that, after this period, the right to lodge preliminary relief proceedings against the Award Decision lapses. Bidders who (preliminarily) are not awarded a Contract can challenge the award decision of GÉANT by taking legal proceedings. Following Dutch Procurement law this must be done by starting a '*kort geding procedure*' at the district court of Amsterdam. This *kort geding* procedure must be started within the indicated standstill period and should also be done by having a writ served at GÉANT 's address. After the standstill period has elapsed, it is no longer possible to challenge the award decision.

For an adequate response to the summons, service of the summons should be confirmed to the indicated contact person.
All (temporary) suspensions resulting from any legal proceedings will be restricted to the specific Lot / country it concerns.

**Substantive proceedings**

In view of the elaborate market consultation and the impact that legal proceedings may have on timely delivery of the IaaS+ Services, a Bidder wishing to lodge substantive proceedings with the competent court must do so no later than 45 calendar days after the date of the awarding. This is an expiry period, after which the right to commence substantive proceedings lapses.

# ANNEXES Vol.0

## Annex 1 Participating entities

In this Annex per Lot all entities are mentioned that are eligible to use the framework. Per Lot the named NREN is eligible to procure against the frameworks together with all Institutes, Organisations, and other entities that are listed by the NREN.

The GÉANT organisation is eligible to procure under each of the 39 Lots.

See https://clouds.geant.org/ocre2024entities

## Annex 2 Netherlands-specific considerations

SURF (https://www.surf.nl/en), is a collaborative organisation for ICT in education and research in the Netherlands, and is one of the oldest and most innovative NRENs in Europe.

### SURFcumulus

The SURFcumulus service, created based on the results of the 2016 GÉANT IaaS tender, has become the default for public cloud usage among Research and Education (R&E) in the Netherlands and is used by 94% of SURF members. Using a dedicated team of advisors and technical specialist (7 FTE), SURFcumulus assists 145 institutions in the choice of cloud supplier(s) which fit their needs best and supports them during their cloud journey, removing or lowering barriers along the way. SURFcumulus gives institutes access to their own landing zone or virtual datacentre.

### SURF Research Cloud

SURF Research Cloud is a service to facilitate scientists' collaborative work. It is a one-stop shop for building Virtual Research Environments (VREs) on multiple cloud providers without the need for specific cloud knowledge. Research communities and research support organisations can create catalogue items in SURF Research Cloud which will fully configure virtual machines and scientific application stacks. This contributes to reproducible science and FAIR (Findable, Accessible, Interoperable, and Reusable) software standards. SURF Research Cloud integrates with SURF Research Access Management for worldwide identity and access management, and functions as a science gateway to SURF data and compute services, including the services provided by the IAAS+ Tender. This allows researchers and students to collaborate in multidisciplinary teams, and across institutional and national boundaries.

Advise on how to create an efficient virtual research environment is given by a dedicated team of research advisors (7+ FTE) at SURF. The SURF Research Cloud service is available for all institutions that are allowed to apply for the Dutch national compute facilities.

### SIVON

SIVON is the ICT cooperative of schools in primary and secondary education and often acts as a central purchasing body (wholesaler or intermediary) for its members. All primary (PO) and secondary (VO) education institutes that are financed by the Dutch government are eligible to order IaaS+ services. These lists are managed by the Dutch Government agency "DUO" which publishes the current list of qualifying institutes at:

- Primary education: https://duo.nl/open_onderwijsdata/images/03.-schoolbesturen-basisonderwijs.xlsx
- Secondary education: https://duo.nl/open_onderwijsdata/images/03.-bevoegde-gezagen-vo.xlsx

Qualifying institutes are designated by their "Bevoegd Gezag Nummer" as listed.

## Why SURF includes the delivery of cloud services to primary and secondary education

Cloud services are not only widely used in higher education but increasingly also in primary and secondary education. Over the last decade we have seen the merging of schools into larger school federations. This trend is visible in both primary and secondary education. Given the growth in size and in cloud consumption, the thresholds for tendering will likely be crossed by many of these school federations during the lifespan of these frameworks. By letting these school federations participate, they do not need to run their own tender for cloud services. SURF will not deliver these services to primary and secondary education in the Netherlands itself, but this will be done through SIVON, the SURF member (also not-for-profit) which delivers services to primary and secondary education comparable to how SURF delivers them to vocational and higher education and research.

## Spend expectations

Neither SURF nor SIVON can make commitments to a spend in the Netherlands over the OCRE 2024 Framework. However, we can share the spend over the last years and our expectations for the future in *figure 3*:

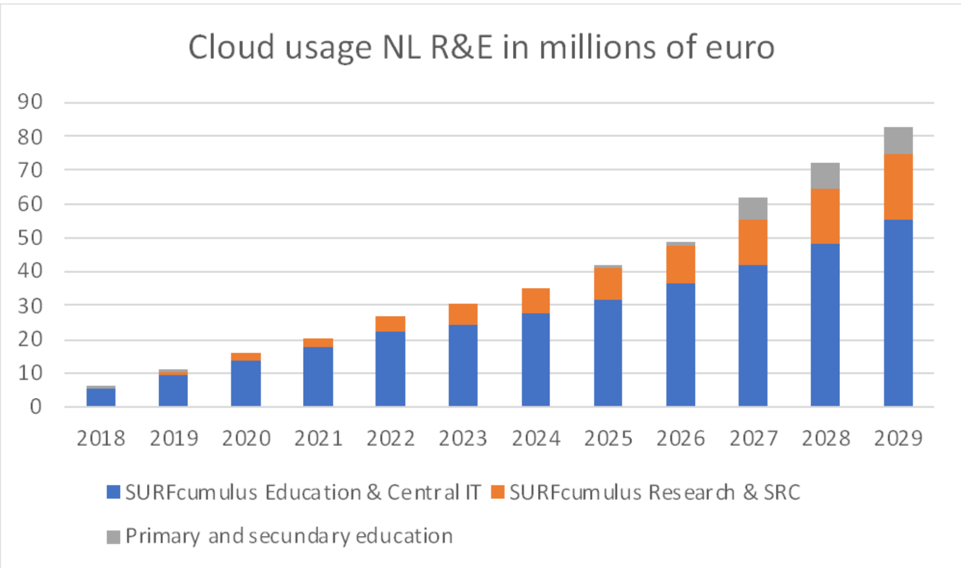


*Figure 3: Cloud Usage NL*

It is our expectation that the total spend in the Netherlands, over the duration of the OCRE 2024 Frameworks will be between 200 and 300 million Euro (excluding VAT). These values are indicative only and no rights can be derived from these spend expectations.

We foresee three situations which may impact this expected spend:

1. One or more of the larger suppliers fail to qualify for a framework contract in the OCRE 2024 tender.

2. Submitted offers by suppliers in the OCRE 2024 tender do not meet requirements and / or do not contain conditions of use that are sufficiently attractive, including pricing discounts and privacy considerations; hence are not a valuable proposition.
3. Severe issues around data privacy and security: such as a ‘Snowden like revelation’ or rulings on, e.g., the Cloud Act, which lead to shifts in legislation and / or sourcing policies and decisions in SURF and the Dutch education and research institutes.

### SURF and Sivon will both act as underwriter and as “referrer”

After assessing the risks associated with the underwriter role, SURF and SIVON have decided not to act as an underwriter for all participating entities. The role per institution is identified, per institute, in the list with the NL participating entities. In essence:

- SURF will act as underwriter for all its current and future members, for SURFcumulus and SURF Research Cloud.
- SURF will act, solely for SURF research cloud, as underwriter for some non-members. For SURFcumulus, SURF will act as referrer to all non-members.
- SIVON will act as underwriter for all its members and will act as “referrer” for all non-members.

### NL definition of underwriter and additional commitments

For the Netherlands, a specific definition of the underwriter role will be used. SURF requires bidders (in Volume 2 MR17 for NL only) to agree with the following:

- SURF offers the cloud services listed in the Suppliers Service Catalogue (MR5) to its Institutions directly or with added services such as, but not limited to: the billing of the services to the institutions, professional and consultancy services, bulk buy, identity and access management, network services, deployment services and software configuration services. As a Supplier, you and your terms and conditions offer no impediment to SURF to offer the cloud services to its Institutions.
- Since SURF’s mission is to provide its institutions with safe cloud solutions which are GDPR-proof, the Supplier agrees to periodically update the information submitted on how their Services terms comply with GDPR for the duration of the Call off agreements.

### Cost Recovery Fee

SURF tariffs, including the cost recovery fee for the cloud services from the OCRE tenders, are governed by its members. SURF may propose changes annually, but the members must approve any changes. For 2024, it has been agreed that, for members of SURF, a cost recovery fee of 5% will be levied by SURF. The cost recovery fee for non-members is set at 7%. This is higher than the SURF members ’cost recovery fee, who also contribute to SURF in other ways. As the primary role of SURF towards non-members changes to that of referrer, SURF might initiate a change request on the CRF to non-members from 2025 onwards. Please note that no rights can be derived from this intention as the members of SURF have to approve this change.

SURF will invoice the cost-recovery fee for the participating entities served as underwriter itself. For participating institutes which consume through the referrer role, the Supplier is tasked with the invoicing of the cost recovery fee. SIVON will use a cost recovery fee of 5% for all members and non-members, and will be invoicing these to its institutes.

## Exclusions

Besides its participation in OCRE, SURF has a long history of procuring ICT services for and on behalf of education and research institutes, its members, and other associated institutes. These tenders and purchasing activities take place outside of OCRE. They are organised by SURF itself. Some of these services are similar or identical to those described in the OCRE 2024 tender. Where such services were already procured or are to be procured by SURF for research and education institutes mentioned in those tender documents, they are out of scope for the OCRE 2024 tender for the Netherlands.

Procurements completed and currently planned which have an impact on the scope for OCRE 2024 in the Netherlands include but are not limited to:

- In 2021 SURF published a public tender on Microsoft services, which encompasses all Microsoft services except for Microsoft Azure, for Dutch education and research institutes. SURF and the institutes referred to in this public tender, will honour the commitments given in contracts resulting from this tender. Hence, no Microsoft services within scope of this SURF consortium Microsoft tender (which include Office 365 and Dynamics 365) will be procured through the OCRE tender by SURF and its institutes. The term of the framework agreement of this public tender ends on 1 January 2027 (or on 1 January 2028 after an extension). SURF will also run procurements for these Microsoft services in the future. Consequently, these services are out of scope for the OCRE 2024 tender and frameworks for the Netherlands.
- The above tender also included Microsoft Azure for primary and secondary education, delivered through consortium members. Until at least 2027 (latest 1 January 2028), these consortium members will continue to serve primary and secondary education. Thereafter SIVON may deliver the services from OCRE 2024 tender to primary and secondary education. The bidders awarded a Framework agreement for the Azure sub-lot in the Netherlands will be informed, at least 4 months in advance, of the exact date if and when Azure will be contracted under the OCRE 2024 contracts through SIVON.
- Google Workspace is out of scope for the OCRE 2024 tender and frameworks for the Netherlands.