

# Call for tender

## Lecture capture and video management system 2013

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## Appendixes

1. SUNET connected organizations
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## 1 Background

SUNET (the Swedish University Computer Network) started in the 1980s as a research project for Swedish computer scientists. Today the aim for SUNET is to provide the Swedish research and higher education community with access to world class national and international data communication and related services. SUNET is dedicated to support the needs of the research and education communities within Sweden. Apart from offering high-capacity computer networks, SUNET also hosts a wide variety of different services for connected organizations. SUNET is mainly financed by contributions from the participating organizations, but do also receive direct government funding.

The Swedish Research Council is administratively responsible for SUNET. The Swedish Research Council is an authority inside the Department of Education and Culture, and is the largest Swedish funding agency for basic research at Swedish universities, colleges and institutes. The services of SUNET are government funded and connected organizations are charged for services. SUNET supports several high-demand eScience projects; SUNET is a vital part of the Swedish Research Infrastructure.

## 2 General information

The offered service shall be a SaaS for production, encoding, transcoding, curation<sup>1</sup> and distribution of digital media content including audio and video recordings with optional synchronized presentation material. The end user is Swedish universities and university colleges and therefore shall the service be made available for purchase by all SUNET connected organizations, as listed in Appendix through SUNET. The potential number of users exceeds 40 universities/university colleges, but SUNET is not able to guarantee the level of purchase at this time. A medium sized university approximately adds 1TB of data per year. This approximation will evolve over time and is not necessarily reflecting the actual use.

### 2.1 Contracting authority

The contracting authority is:

SUNET

Tulegatan 11

113 53 STOCKHOLM

SUNET:s contact person: Fredrik Persson Jonhed

e-mail: Fredrik.persson@kau.se

phone: +46(0)708-107501

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<sup>1</sup> the preservation and maintenance of digital assets

### 3 Procurement directives

The procedure chosen for this procurement is the Open procedure in accordance with Chapter 4, Section 1 of the Swedish Act (2007:1091) on Public Procurement ("LOU").

#### 3.1 Form and content

All answers shall be written in the Appendix 2 Requirements and answers and follow the guidelines given there. If the Tenderer needs to submit extra information in an appendix, this must be clearly stated in the answers.

#### 3.2 Timing

Tenders shall be sent by email to: tender-lcs2013@sUNET.se with the text "Tender Lecture Capture System" in the subject field no later than 17:00 UTC, Friday the 13<sup>th</sup> of December 2013. Tenders not received by email before the end of the deadline will not be considered. The procurement process including submittal of tenders, evaluation and signing of contracts is expected to be completed in January 2013. The schedule is preliminary and may be subject to changes.

Contact SUNET immediately if there is any problem when submitting the tender.

#### 3.3 Opening of tender

The opening of tenders will be in accordance with Chapter 9 Section 7 LOU and take place at 10:00 UTC, Monday the 16<sup>th</sup> of December 2013 at Tulegatan 11, 2tr SE-113 53 Stockholm Sweden.

#### 3.4 Language

The language in the tender must be in English.

#### 3.5 Currency

The cost given in the tender shall be in Euro.

#### 3.6 Clarification and questions

If the tender document is unclear or if some of the required criteria is deemed unreasonable, excessive or limiting the competition in any respect, it is important that the SUNET contact person is contacted as early as possible so that any misunderstandings can be avoided.

All questions regarding the procurement, contract documents or tender *should* be asked via e-mail to: tender-lcs2013@sUNET.se no later than the 4<sup>th</sup> of December. Answers will be sent to the email address submitting a question, and anonymized answers to questions of general interest will be published at the SUNET tender wiki.

<https://portal.nordu.net/display/SUNETtender/SUNET+Course+Capture+tender+Questions+and+Answers+page>

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### 3.7 Evaluation

See Appendix 2, Requirements and answers for details.

All pre-requisites shall be full filled or the tender is disqualified. However, SUNET will only qualify the Tenderer intended to contract. Therefore, SUNET first evaluates the tenders and then qualify the Tenderer ranked as number one.

The tender evaluation will be based on a points system for both financial and quality criteria as specified in the Appendix 2. The contract award criteria will be “the most economically advantageous tender” and the tender with the highest point score when cost and quality is combined will win the evaluation.

### 3.8 Validity of tender

The tender shall be valid for at least 90 days after the last day to submit.

### 3.9 Decision

SUNET will decide which tender that is preferred without prior negotiations. The Tenderer must therefore present its best offer in the tender from the beginning. Contract award decision will be communicated with the Tenderers and the contact person specified in their tender. Along with the contract award decision a procurement protocol on the evaluation will also be distributed according to Chapter 9 § 12 LOU.

### 3.10 Secrecy

All documents submitted to SUNET is considered incoming document under the Freedom of Press Act Chapter 2 § 6. Under this law, Swedish citizens have the right to inspect public documents. This also means that the Tenderer is unable to recover a tender in original. The Swedish Secrecy Act (2009:400) (“SSA”) regulates issues concerning document privacy and confidentiality. During a public procurement an absolute secrecy applies until the contract award decision is made public according to Chapter 19 § 3 SSA. This means that all data e.g. on the number of tenders, the content of the tenders and information about the Tenderers are secret until the contract award decision has been made public or the public procurement is completed in any other way. The Tenderer may, under certain circumstances, claim continued secrecy after this period according to Chapter 31 § 17 of the SSA. The assessment of continued secrecy can only be made by SUNET. However, it is possible for a Tenderer to make a request for continued secrecy in the tender. By this the Tenderer informs SUNET how the Tenderer has assessed the material. Such information may also be helpful for SUNET:s oncoming decision on the continued secrecy. Such a request from the Tenderer for continued secrecy shall be in writing and contain:

- a request that the document shall be kept confidential
- a specification on what parts of the document that are subject to the request.
- a specification on the damage that may occur if the information is disclosed.

Such information which the Tenderer would like to keep confidential should be collected in a separate annex, which easily can be separated from the rest of the tender. It should be noted that a request for continued secrecy will not automatically lead to such a decision by SUNET. Such a request is information for SUNETs future assessment on the matter. Therefore SUNET cannot guarantee that a document will not be disclosed and the Tenderers should also be informed that a decision on continued secrecy by SUNET can also be altered after an appeal and a court decision that a document should be disclosed.

### **3.11 Tender reply form**

Answers shall be given in Appendix 2 and a separate Word-document following the numbering under each spreadsheet in the appendix.

### **3.12 Testing**

The Tenderer shall on request provide a test instance of the service to be used by the evaluation team.

### **3.13 Stand still period and Contract**

After communicating the contract award decision SUNET will observe the legally binding standstill period of ten days according to Chapter 16 § 6 LOU. After this a contract will be signed with the most economically advantageous Tenderer in accordance with the tender documents and the contract award decision. However such signing of contract is dependent on that the contract award decision is not subject to an appeal under Chapter 16 of the LOU.

## **4 Pre-requisites**

All documents and information, where applicable, may be submitted in the form that is available in the country where the Tenderer is established. The tender shall be filed in the English language. The Tenderer shall provide the information requested in accordance with the enclosed application form.

Exclusion criteria under Chapter 10 LOU.

Tenderer shall not be convicted of the offenses specified in Chapter 10, section 1, LOU, i.e.

1. such crime as referred to in Article 2.1 of the Joint Action of 21 December 1998 adopted by the Council on the basis of Article K.3 of the Treaty on European Union, on making it a criminal offense to participate in a criminal organization in the Member States of the European Union (1) (98/733/JHA);
2. corruption as defined in Article 3 of the Council Act of 26 May 1997 drawing up, on the basis of Article K.3 (2) (c) of the Treaty on European Union, the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 3.1 of the Joint

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- Action of 22 December 1998 adopted by the Council on the basis of Article K.3 of the Treaty on European Union, on corruption in the private sector (98/742/JHA);
3. fraud within the meaning of Article 1 of the Convention Drawn up on the basis of Article K.3 of the Treaty on European Union, on the protection of the European Communities' financial interests, or
  4. money laundering as defined in Article 1 of the Council Directive of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering (91/308/EEC), amended by Directive 2001/97/EC of the European Parliament and of the Council.

If the Tenderer is a legal person, the Tenderer shall be excluded if a representative of the legal person has been sentenced for the offense.

Tenderer shall not be subject to conditions specified in Chapter 10, Section 2, LOU, i.e.:

1. is bankrupt or is being wound up, is under compulsory administration or is the subject of a composition or has indefinitely stopped their payments or is subject to a prohibition on conducting business,
2. is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or composition or any other similar proceedings,
3. has been convicted by a judgment which has the force of res judicata for an offense relating to professional practice,
4. has been guilty of grave professional misconduct and the contracting authority can prove this,
5. has not fulfilled their obligations relating to social insurance charges or tax in their own country or in the country where the procurement is being conducted, or
6. in some essential respect has failed to provide information requested or provided incorrect information required pursuant to this provision.

By signing the contract, the successful Tenderer verifies that it complies with the conditions above. False statements are cause for SUNET to void the contract and SUNET will also seek damages. The Tenderer shall also be prepared to verify some or all prerequisites if SUNET deems that necessary.

The Tenderer shall also state some prerequisites in Appendix 2 Requirements and answers.

## 5 Requirements

See Appendix 2 Requirements and answers.

## 6 Contract terms

### 6.1 Documents

In a contract between SUNET and the awarded Tenderer the documents shall have the following priority if they have contradicting information:

1. The contract
2. Appendix to the Contract including SLA
3. SUNETs Request for Tender
4. Tenderers bid

### 6.2 General terms

The agreement between the parties shall largely be based on the standard contract from IT & Telekomföretagen (IT & Telekomföretagen is a Swedish trade association whose members are companies from the IT and telecom sector) called Cloud Computing Version 2010 and Cloud Computing Special Conditions. See Appendix 3 and 4.

### 6.3 Nature of agreement

SUNET expects to award one framework agreement with a potential term of up to six years from frame contract signature. The agreement will be awarded for three years initially, with the option of three discrete 12-month extensions. Any extension beyond the initial period will be subject to a performance, technical and price review.

The Tenderer shall be responsible for maintaining and providing unrestricted access to the data stored in the services for six months after contract has expired.

### 6.4 Distribution of licenses

All transactions shall be made between SUNET and the Tenderer.