

2017-02-02

## Tendering Process for ENGENSEC TEMPUS project 544455

### Background

The EU ENGENSEC project (<http://engensec.eu/>) aims at development and implementations courses of future Master Programs in Cyber Security. The project is managed and coordinated by Blekinge Institute of Technology (BTH). On 2016-09-26 EACEA extended the eligibility period of the project by twelve months, that is, until 30th November 2017.

### Propose

The equipment is purchased to implement and run the labs for master courses (direction information security), developed in the ENGENSEC TEMPUS project 544455-tempus-1-2013-1-se-tempus-jpcr as described in WP 4

The tendering process should be conducted in accordance with instructions from the project officer (EACA) and the corresponding regulations at BTH. The tendering process has to be supervised and coordinated by BTH.

### Delegation

BTH and the project Coordinator hereby give formal delegation to a **Tendering Committee (TC)** to coordinate and carry out the tendering process to acquire equipment to the three universities KhNure, LPU, SUT-Kiev, one micro cloud and a set of classroom PC's of according to WP4.

Eligible partners are:

- **Kharkiv National University of Radio Electronics (KNURE), Kharkiv**
- **State University of Telecommunications (SUT), Kyiv**
- **Lviv Polytechnic National University (LPNU), Lviv**

Members of the TC are:

Chairman of TC Anders Carlsson, Project Coordinator, BTH, Karlskrona Sweden  
stand by is Prof Rune Gustavsson, BTH

Secretary of TC Elena Tkachova KhNure, Kharkiv Ukraine

Arkadiy Snegurov Ukrainian Coordinator KhNure, Kharkiv Ukraine

Vladimir Sokolov, SUT, Kiev Ukraine

Stepan Voytusik, LPNU, Lviv Ukraine

The delegation by BTH to TC defines the setting up and implementing of the tendering process. That is relevant documentation of collecting and evaluating bids.

The delegation gives rights to prepare and coordinate and carry out the tendering processes, for the use of the grant in Ukraine according to the following *Guidelines*.



## Guidelines

If the value of the invoice/contract exceeds Euro 25 000, TC must obtain quotations from at least three suppliers. The Beneficiaries must clearly document each tendering procedure and retain all the documentation, in particular for audit purposes in accordance with *Article II.27 of the General Conditions* of the grant.

The processes must be documented explaining how the tendering procedures have been in line with the principles of transparency, proportionality, equal treatment and non-discrimination and how the national/international regulations existing in the country has been respected. The beneficiary (TC) shall award the contract to the tender offering the best value for money or, appropriate, to the tendering offering the lowest price and argue or document how conflict of interest have been avoided.

## Before the tendering process

The TC coordinators should sign this invitation contract. Start of tender is 2017-02-06 with end 2017-02-28 24:00 hours Ukraine time. This invitation document has to be signed and returned to BTH. Furthermore the TC should send out the Requirements of the call (Annex 1) to identified suppliers and regularly publish information in the project website engensec.eu.

The invitation letter to tender to companies should state:

*ENGENSEC TENDER "cloud-ReSeLa+"*

*Name of company*

*Name and phone number of contact person*

*Duration of the tender 2017-02-06 with end 2017-02-28 24:00 hours Ukraine time*

The letter should be put in a sealed envelope. This envelope should then be put in another envelope to be sent to BTH. At the back of the first envelope *on the lines of closing* there should be *signatures and stamps of company contact person*, taped with clear tape over the signatures.

The envelope's should be sent by (paper) mail to:

Kharkiv National University of Radio Electronics

ENGENSEC,

Prof Arkadiy Snegurov

Nauka Ave, 14,

61166, Kharkov,

Ukr. Coordinator Prof Arkadiy Snegurov, will register the incoming BIDs from companies and notify BTH and the TC as well as the contact persons that the BID is received.



### Website

To facilitate communication between BTH and TC during the tendering process the following website should be used for uploading and/or downloading of documents.

Website: <http://www.engensec.eu/tender/ua>

Question could be sent to: [tender\\_ua@engensec.eu](mailto:tender_ua@engensec.eu), all questions will be answered on the website above in the "Q&A" section.

### During the tendering process

BTH and the project Coordinator will monitor the tendering process.

The Official receiver - Ukraine Coordinator Prof. Arkadiy Snegurov will collect and store all incoming bids in safe, call at an opening meeting with T.C. 1 of March.

The tender will be opened by the TC the 1st of March 2017.

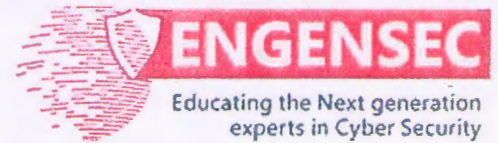
The TC will create a protocol of opening and summary of the different company's BIDs. the 2<sup>nd</sup> of March the TC will conduct a evaluation meeting.

Furthermore:

1. A protocol of meeting will be produced
2. A process of evaluation will be establish
3. A result of the evaluation process is established and sent to BTH

### Documents

- Tender specification. Exclusion and selection criteria, award criteria, technical requirements (Annex 1)
- Minutes of the tender opening
- Tender evaluation report from the national evaluation committee
- Commercial offers
- Certificates of origin



### After the TC tendering process

BTH will assess available information. Relevant documentation of the call, biddings of the call and selection of the successful bidder have to be sent to BTH.

After a successful tendering process, BTH will set up and process:

- Contract of Delivery Between Contractor (Supplier) Payer (BTH), Buyer (Receiving University)
- Delivery/Acceptance certificate of the Equipment between Contractor (Supplier) Payer (BTH), Buyer (Receiving University)
- Delivery /Acceptance Report between Contractor (Supplier) Payer (BTH), Buyer (Receiving University)

Signatures of BTH:

Anders Carlsson, Project Manager

Date: 2/2 2017

Signatures of KNURE:

Arkadiy Snegurov, Ukraine Coordinator

Date: 2/2 2017

Signatures of BTH:

Anders Hederstierna,  
vice-chancellor, BTH

Date: 7/2 2017

BTH Stamp



Blekinge Institute of Technology  
SE-371 79 Karlskrona  
[www.bth.se](http://www.bth.se)

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Appendix 1: Technical Specification

Appendix 2: Contract of Delivery

Appendix 3: Delivery/Acceptance certificate of the Equipment between Contractor (BTH) Payer and Buyer

Appendix 4: Delivery /Acceptance Report between Contractor (BTH) Payer and Buyer

Appendix 5: Project Registration in Ukraine tax exemption, Nr: 3379 extended to 31 Nov 2017

## **Appendix 1**

### **Technical Specification (Annex 1)**

#### **The call specifies the following equipment**

1. Control node
2. Compute node 1 (minimum 20 core)
3. Compute node 2 (minimum 20 core)
4. Other equipment for installation
5. Optional equipment

#### **Duration of call**

Start date and end date have to be set.

#### **Evaluation criteria**

A successful bid must meet the minimal requirements of item 1 – 4. The bids will then be ordered depending on the total costs, including deployment, among accepted bids. Lowest bid listed first.

A successful bidder has also to fulfil the following criteria

- The company has been the official distributor for the computer brand on the Ukrainian market last three years (since January 2014)

#### **Annex 1 Technical specification**

*Excel document*

## Appendix 2

### Contract of Delivery

Date and place: xxx

XXX represented by the XXX, acting under basis of the Charter, hereinafter referred to as "Contractor" on the one part, and Blekinge Institute of Technology represented by Anders Carlsson hereinafter referred to as "Payer" on the other part, and XXX represented by xxx, acting under power of attorney NQ 38/333D from 31 December, 2011, hereinafter referred to as "Receiver" on the third part, have concluded the present Contract within the ENGENSEC, EU-Tempus project N544455-2013 as follows:

#### 1. The Subject Matter of the Contract.

1.1 The Contractor agrees to deliver and transfer into ownership to the Receiver, and the Payer agrees to pay delivered goods according to Specification.

#### 2. The Quality of the Goods.

2.1 Delivered goods must follow the quality according to corresponding standards.

2.2 In the case of inadequacy of the quality of goods with paragraph 2.1, detected during the acceptance procedure and also in the case of detection of hidden defects after this procedure, the goods must be returned to the Contractor during 20 days from the date of delivery.

#### 3. Terms of delivery.

3.1 The goods are dispatched to the Receiver not later 60 (sixty) calendar days from the date of execution of the present Contract by Parties.

3.2 Date of delivery is considered to be the date of the receipt of goods by the Receiver.

3.3 The goods are accompanied by following documents: bill of landing; invoice.

#### 4. Prices and Procedure of Settlements.

4.1 Payment under the present Contract is made 10 days after the Receiver has confirmed in writing to the Payer the installation and smooth running of the goods at the Receiver's premises. Prices are not allowed to include any VAT or other taxes.

#### 5. Responsibility of the Parties.

5.1 In case of impairment of obligations under the present Contract, the Parties bear responsibility in accordance with the existing laws of the Ukraine.

5.2 The Parties will try settle all disputes which may arise out of this Contract, by negotiates. If found impossible to settle disputes by negotiates, it is subject to justifiability in accordance with the existing laws.

5.3 In case of force majeure no party shall be liable for breach of its obligations under the present Contract, which is a result of such force majeure.

## **6. Currency of the Contract.**

6.1 The Contract becomes effective from the day of its signing by Parties till the 31 March 2013.

6.2 The Contract can be cancelled by adoption of the Parties, or unilaterally by one of the Parties if the other Party does not fulfil the conditions of the present Contract.

## **7. Supplementary conditions.**

7.1 Any changes or additions to the present Contract are valid on conditions that they are done in writing and signed by authorized representatives of the Parties. Enclosures to the present Contract constitute an integral part of it.

7.2 The present Contract is executed in three copies in English language. All copies are identical, each has equal power. Each Party has one copy of the present Contract.

## **8. Legal addresses and bank details of the parties**

CONTRACTOR

PAYER

RECIEVER

Place of seal

Place of seal

Place of seal

### Appendix 3

#### DELIVERY / ACCEPTANCE REPORT

Date: 20yy-xx-xx

This is to confirm the delivering of the equipment by the Contractor to the Buyer according to the invoice and the contract concluded between XXX represented by the XXXXX, acting under basis of the Charter, herineafter referred to as "Contractor" on the one part, and Blekinge Institute of Technology represented by Anders Carlsson hereinafter referred to as "Payer" on the other part and the xxx represented by XXX, acting under power of attorney xxxxx (vet ej vilket kontraktnummer det är), hereinafter referred to as "Receiver" on the third part.

Signatures and seals of the Parties

CONTRACTOR

PAYER

BUYER

Place of seal

Place of Seal

Place of Seal