



INFORMATION AND COMMUNICATION TECHNOLOGY SERVICE

**Open Call for Tenders for the supply of On-Site Services for Support
and Development of Administrative Applications for the European
University Institute**

Ref: *CFT/EUI/ICTS/2015/005*

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Year 2015

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CHAPTER I – GENERAL CONDITIONS

1. Presentation of the European University Institute

The European University Institute (EUI) is a postgraduate and post-doctoral research institute in the field of social sciences, established by a [Convention](#) dated 19 April 1972, ratified by the Member States of the European Community, with the aim of providing advanced academic training for doctoral researchers and of promoting research at the highest levels. The Convention setting up the EUI includes the “Protocol on the Privileges and Immunities of the EUI”.

The EUI Community numbers about 1,000 members. Researchers, academic and administrative staff are for the most part – though not exclusively – citizens of the Member States.

The EUI's headquarters are at the Badia Fiesolana, Via dei Roccettini 9, in San Domenico di Fiesole (near Florence, Italy).

For more information, please see the EUI's official website at www.eui.eu.

2. Definitions

The “Contracting Authority”, the “Institute”, the “Client” shall mean the European University Institute (EUI), which is awarding to the Company the contract for the supply of the services that are the object of these Special Tender Specifications.

The “Contractor” shall mean the Company that is awarded the contract for the supply of the service (or services) that are the object of these Special Tender Specifications (STS); “Competitor”, “Candidate”, “Tenderer” shall mean any company submitting a bid in the tender procedure.

3. Object of this tender procedure

The Institute is launching this procedure in order to enter into a service contract with the Company that is awarded the tender. The object of the contract is the supply of on-site development and support of administrative applications for the Institute. All requested services shall be provided at the existing and future premises pertaining to the Contracting Authority (see Article 7).

The Contractor shall supply the services that are the object of this procedure at its own risk and with its own autonomous organization, in full observance of the terms and conditions of these Special Tender Specifications, including all its annexes, the Invitation to Tender letter, the Service Contract and the documentation submitted by the Contractor as part of its bid.

The on-site support and development is comprised of:

- Collaboration during functional and structural analysis
- Programming and maintenance of web or client-server applications
- Technical and user documentation

4. Information on the contract

Type of contract	<p>The service contract that will be entered into at the conclusion of this tender procedure shall be based on the Draft Contract in Annex H, together with these Special Tender Specifications and annexes, the Invitation to Tender letter and the Offer submitted by Contractor as its bid, including all attached documentation.</p> <p>Any comment and/or request for clarification relating to the meaning and/or interpretation of the Draft Contract shall be submitted, together with clearly formulated explanations and grounds for the query, before the final deadline given in Article 25. Should the Institute not receive any query or request for clarification within the deadline, the content of the Draft Contract shall be implicitly considered fully accepted.</p>
Duration	<p>12 consecutive months, starting from the date on which the contract is signed, renewable up to 6 times, except for the terms outlined in the withdrawal clauses (see Article II.14 in the Draft Contract in Annex H).</p>
Presumed amount of tender	<p>The presumed amount of the tender for the maximum of 7 (seven) years is € 362,250.00 (three hundred and sixty two thousand two hundred and fifty/00).</p> <p>The amount was established on the basis of the mean annual volume of equivalent services provided over the period 2013-2014.</p> <p>This estimate shall be considered valid only in order to establish the overall value of the tender, since it has been calculated based on variables whose future development cannot be accurately predicted.</p> <p>The amount of the tender includes all those services envisaged in the tender specifications, in the Offer submitted by the Company participating in the tender, and any other direct or indirect cost that may be incurred in the satisfactory supply of the services to be provided.</p>

5. Legal obligations to be borne by the Contractor

The Contractor shall comply with all obligations towards its employees, as envisaged in the legal requirements and provisions relating to labour laws, including measures pertaining to health and safety, as well as regulations on social security and accident prevention, fully accepting to bear the responsibilities related to such obligations.

Pursuant to a simple request by the Contracting Authority, the Contractor shall be ready at any moment to provide clear proof of having fully complied with all such obligations.

As far as the services that are the object of these Tender Specifications are concerned, there do not appear to be any risks of interference calling for the adoption of specific safety measures; therefore, it does not appear necessary to envisage the implementation of DUVRI (the Italian interference risk assessment document, or Documento Unico di Valutazione dei Rischi).

For this reason no further costs have been calculated for safety measures in the event of interference with other procedures or operations. Should such interferences occur, the Contracting Authority shall draw up an interference risk assessment document (DUVRI) and calculate any and all costs to be incurred in the elimination or reduction of such interferences.

CHAPTER II – DESCRIPTION OF REQUIRED SERVICES

Part I – General information

6. Description of services and minimum requirements

The principal requirement in this call for tender is for the support and development of web-based and client-server administrative applications.

This activity shall be carried out through the On-Site presence of one full-time staff member (about 225 days/yr), present every working day of the year except for the periods when the Institute is closed for holidays (about 35 days/yr – see Annex F), and responsible for the duties described in detail in the paragraphs below.

In order to ensure, however, that this employee can be adequately replaced in case of illness or vacation, the Contractor shall set up a Support Team made up of at least two persons, plus a Supervisor.

The analysis and design of the solutions to be developed will remain the responsibility of the European University Institute, while the implementation, documentation, test plans and quality control are the responsibility of the Support Team.

The development and maintenance of the applications requires knowledge of programming and databases as follows:

Web or client-server application programming experience of at least 5 years in the following context:

- Windows client, Windows server (services) and web (site and services) programming
- Basic administration of Windows Server (version 2003 and greater) with knowledge of Active Directory Domain and IIS (version 6 and greater)

Database administration and programming experience of at least 3 years in the following environments:

- Design and development of databases in Microsoft SQL server (2005 and greater)
- Design and development of databases in Oracle (11g)
- Use of MS Access database

The mandatory and optional requirements are listed below:

Mandatory requirements	Optional knowledge
In-depth knowledge and experience on:	
programming/scripting languages:	knowledge of the following languages:
- C#, ASP.NET, Legacy ASP	- VB NET
- Powershell	- Perl
- Javascript, CSS	- Java
database programming languages:	some experience with the following work tools:
- Standard SQL	- Pentaho Data Integration
- PL/SQL	- EMC Magic SDE
- T-SQL	- MSMQ
libraries and frameworks:	- Barcodes
- .NET Framework	- Eclipse
- NHibernate (or other ORM)	- JBPM
- Data-access APIs (Linq, ADO NET, ODBC, etc.)	- Magento

- JQuery	
- Docx lib	
Knowledge of the following work tools:	
- SVN, Tortoise SVN Client	
- Visual Studio 2010 and greater	
- Office 2010 (Excel and Access) and greater	
- Toad for Oracle / Oracle SQL Developer	
- Crystal Reports (authoring and Server)	
Knowledge of the operational environments and tools:	Knowledge of the Operational environments and tools:
- Windows Server, Active Directory, IIS, web site setup	- Linux Server, Apache/Tomcat
- Windows 7, 8, IE, Chrome, Mozilla	

7. Premises of the On-Site Support service

In order to be able to provide a high quality service, the premises from which the members of the Support Team will normally carry out their activities are located in the EUI building **Villa Il Poggiolo**, Piazza Edison, 11 - 50133 Firenze (FI).

The Company shall be willing to provide the service in any of the other EUI premises, which include:

- **Badia Fiesolana**, Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)
- **Villa Sanfelice**, Via dei Roccettini, 5 - 50014 San Domenico di Fiesole (FI)
- **Villa Paola**, Via dei Roccettini, 5 - 50014 San Domenico di Fiesole (FI)
- **Villa Pagliaiuola**, Via delle Palazzine, 17/19 - 50014 San Domenico di Fiesole (FI)
- **Villa Malafrasca**, Via Boccaccio, 151 - 50133 Firenze (FI)
- **Convento di San Domenico**, Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)
- **Complesso di Villa La Fonte**, Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)
- **Complesso Villa Schifanoia – Casale – Villino – Cappella**, Via Boccaccio, 115/121 - 50133 Firenze (FI)
- **Villa Raimondi**, Via Boccaccio, 111 - 50133 Firenze (FI)
- **Villa San Paolo**, Via della Piazzuola, 43 - 50133 Firenze (FI)
- **Complesso di Villa Salviati – Manica (EUI premises) - Ipogeo (Historical Archives of the European Union)**, Via Bolognese, 156 – 50133 Firenze (FI)

or in any other premises that the Contracting Authority may acquire in the future.

8. Days and working hours for the provision of Support services

The Contractor undertakes to provide the contracted Support services as follows:

On-Site: Work days (about 225 days per year)

Monday to Friday: working hours 9 am to 6 pm with a lunch break normally taking place between 1 pm and 2 pm.

The service shall be suspended on major holidays and on specific dates decided by the Contracting Authority. Generally speaking, services will be suspended on and around the major festivities of 2015 (about 35 days/yr – see Annex F).

9. Interruption of the service

Temporary interruptions of service shall be managed as follows:

a) *Temporary interruption of service due to industrial action by Contractor's staff*

Service continuity shall be guaranteed, even if the staff employed by the Contractor are on strike.

If necessary, the Contractor and the Contracting Authority can agree upon organizational solutions of an extraordinary nature. If this occurs, the Contractor shall not be entitled to make any further requests, neither claims of a financial nature, nor demands relating to organizational or contractual issues.

b) *Temporary interruption of service due to technical failures or breakdown.*

In case of technical failures or breakdowns affecting the structures, such that the services cannot be provided, Contractor's staff will be entitled to temporarily interrupt standard activities and to agree with the Contracting Authority on alternative organizational solutions to be implemented.

c) *Total interruption of service due to events of force majeure*

Total interruptions of service due to events of force majeure shall not be deemed the responsibility of either Party. For a detailed definition of what is meant by force majeure, see Article II.11 of Annex H – Draft Contract.

10. Costs to be borne by the Contractor

Starting from the date on which service-provision begins, the Contractor shall be entirely responsible for all costs relating to any and all compulsory authorizations (ASL – local healthcare unit, Regional administration, Municipality, etc.), licences, duties and taxes necessary for the implementation of the service.

The European University Institute shall be held harmless and hereby rejects any liability to cover any cost, present or future, for permits or authorizations relating to the service described in these Tender Specifications.

The European University Institute shall not be responsible for and will not reimburse any expenses borne by the Contractor in carrying out the duties of this tender.

11. Breaches, non-compliance and penalties

Except for cases in which the law specifies different penalties, the Contracting Authority shall uphold the terms and conditions of these Tender Specifications by applying the penalties envisaged in this Article.

The Contracting Authority shall submit its complaints according to the procedure described in Article I.10 of Annex H – Draft Contract.

The entity of the penalty shall be established in relation to the severity of the breach. Two levels of severity have been established, based on the financial entity of the breach.

The Contracting Authority reserves the right to apply the penalties listed below. The following list of breaches shall not be considered an exhaustive list of possible instances of non-compliance. The Institute reserves the right to sanction other behaviours that may affect and/or interrupt the normal provision of services.

1st level: € 250.00

- *for each instance of failure to observe working hours, without suitable justification, reiterated more than three times within one month;*

2nd level: € 1,000.00

- *loss of the result of work with serious impact on schedules or risk of defaulting on safety and security of confidential data;*
- *for each case of failure to observe strict confidentiality rules regarding facts and circumstances which the Contractor's staff may have become acquainted with in the performance of their duties.*

Should more than three penalties be applied during one semester, the Contracting Authority reserves the right to terminate the contract, enforcing and taking possession of the Contractor's performance bond.

In such an event, the Institute is entitled to enter into an agreement with another supplier, beginning with the other Tenderers in this procedure, following the classification assigned in the tender award itself; the Contracting Authority also reserves the right to undertake any form of legal action envisaged by the law.

Part II – Specific characteristics of the services

12. Activities of the On-Site Development Support service

The main activity of this tender procedure shall consist in ensuring development support with a daily presence of 8 hours On-Site during working hours, between 9 am and 6 pm, on all days on which the Institute is open.

The Support Team must be comprised of at least 2 (two) technical members and one (1) person in a supervisory role and in such a way that one technical person can be substituted by another for holidays/sick leave or for specific technical skill requirements. The Supervisor must be in a position to substitute the technical personnel involved in the normal provision of the service in case of necessity.

Further details regarding the characteristics of personnel (skills, qualifications) are described in Part III of this Chapter II, dedicated to personnel. The areas of competence of the service include the following:

- Writing technical implementation documentation where the European University Institute is responsible for the analysis
- Autonomous programming/development of approved solutions using technology agreed with the EUI person responsible for the project
- Using SVN for software version management
- Technical and functional documentation of solutions developed
- User documentation (in English or Italian) of the solutions developed and put in production
- Use of ticketing system for user support
- Deploying web applications on Windows or Linux servers and client-server applications on Windows (version 7, 8+ 32 or 64 bit)
- Updating Windows operating systems and application server.

13. Coordination meetings

The Company shall prepare coordination meetings in collaboration with the staff of the EUI, to ensure continuity of operations in case of the substitution of the technical members, and the coordination of work carried out with the Supervisor.

The meetings will analyze the progress of projects, and will resolve technical and analytical problems. The meeting agenda will be forwarded to EUI staff in advance. The meetings will be held quarterly unless agreed otherwise with the person responsible within the European University Institute.

The Company will write the minutes. The minutes will include the findings, actions to be taken and decisions made, as well as the update on the progress and planning of projects.

Part III – Staff involved in the service provision

14. Staff

The services envisaged in these Special Tender Specifications shall be provided by the Contractor, under its own liability, and using its own staff.

The Contractor shall entrust the service to persons whose skills, honesty and integrity are proven, and who are capable of correct and irreproachable behaviour, as well as displaying restrained, discreet and polite manners, and who must also show their readiness to collaborate willingly both with the Contracting Authority's in-house staff and with the users to whom the services are provided directly.

As mentioned in Article 12, the Support Team must be comprised of at least 2 (two) technical members and one (1) person in a supervisory role and in a way that one technical person can be substituted by another for holidays/sick leave or for specific technical requirements.

The service Supervisor shall both coordinate the activities of the technicians, and intervene first-hand in case of the unforeseen absence of an employee, or the simultaneous absence of more than one, while ensuring the same quality of service.

Each technical member of the Support Team shall fulfil the requirements listed in Articles 6 and 12. They must also have sufficient knowledge of English to be able to carry out the necessary technical research and to be able to read manuals available for the platforms and tools in use.

The Company must supply any device (e.g. laptop, tablet, cell phone, etc.) necessary for the members of the team to carry out their work in complete autonomy.

15. The role of Supervisor

The expert technician selected for the task of Supervisor shall have adequate professional qualifications, suitable for the role he/she is called upon to perform, as well as prior experience in a similar function.

The Supervisor shall oversee all activities, ensuring that services are provided according to the terms and conditions of these Tender Specifications, including the Annexes, and the detailed commitments undertaken by the Contractor in the Offer it submitted as its bid. The Supervisor is responsible for ensuring that employees engaged in service-provision comply fully with the functions and tasks to be performed, as defined by the contractual terms.

The Supervisor shall be the sole person in charge of the services that are the object of this tender and shall ensure that there is a constant communication with the Contracting Authority's offices, whose task it is to oversee that the service is carried out in a satisfactory manner.

Any communication, including any complaint for non-performances or breaches, submitted by the Contracting Authority to the Supervisor, as the Contractor's designated representative, shall be considered as submitted to the Contractor directly.

The Supervisor shall communicate any and all information relating to activities carried out, to problems incurred and to their possible solutions, only and exclusively to the Person responsible for the contract and the Reference person appointed by the Institute (Articles 28-29 of these Tender Specifications); non-compliance shall lead to the application of specific sanctions and/or disciplinary measures, at the Institute's discretion.

16. Staff selection process

In order to evaluate accurately the technical skills of each member of the Support Team, the Contractor shall be required to provide the Contracting Authority with detailed information on each one, including at least the following:

- Name and surname of the person, Place of residence/address;
- Curriculum Vitae;
- Type of employment contract with the Contractor;
- Professional experience;
- Professional certifications in the pertinent technological areas;
- Language certifications;
- Type and category of Driving Licence.

All of this information shall be clearly provided in the Technical Report, in a specific chapter describing the staff members who will be involved in providing the services. In this specific chapter, tenderers may include the staff members' CVs and their qualifications (Diplomas, Degrees, Certifications, etc.), and any other document that may be useful in providing relevant information regarding the Tenderer's candidates' qualifications.

Some of this information shall also be included in Annex G "Candidate Evaluation Form".

Annex G also includes a table that must be used to list the possession (or not, or only in part) of some of the requirements that are considered indispensable in the evaluation of the candidates.

Together with the Technical Offer (Annex D), this document contributes to the basic information required in order to determine whether the Tenderer has complied with the minimum threshold of technical admissibility (see Table I, Article 24 below).

All staff proposed as part of the Support Team shall be invited for an interview in order to verify that they possess the qualifications listed in the preceding article and stated in the Technical Report.

Article 25, "Indicative Timeline for the Procedure", gives the time frame envisaged for the sessions during which candidates can be interviewed.

17. Staff training

In order to ensure that the service meets the quality standards required by the Contracting Authority, the Contractor shall plan to hold training sessions and updates for all its staff members that are involved in providing the services that are the object of this tender, for a minimum of 5 (five) and a maximum of 10 (ten) working days per year.

Training can take place for a maximum of 5 (five) consecutive days per session. The training course must be proven by a certificate of participation accompanied by the course syllabus. Participation in training can be considered as normal hours of service with the Contracting Authority.

The timetable for training, mode of delivery and type of course must be agreed in advance with the Contracting Authority. The Contracting Authority reserves the right to request information regarding the type of training and the provision thereof.

The Tenderer shall include in its Technical Report a chapter describing in detail its plan for training courses for its staff, mentioning:

- Estimated cost for training
- Any training partner or internal resource used for this purpose

- Delivery method

18. General provisions relating to employees

At least five days before the implementation of the contract begins, the Contractor shall provide the Contracting Authority with the following documentation relating to all the staff members that it plans to employ in providing the service:

- a complete list of the names of all the staff members that the Contracting Authority has selected as members of the Support Team, including for each person the place and date of birth, the professional qualification and all information on the employee's insurance and social security standing;
- a copy of the extract of the Employee Register relating to every staff member who will be involved in the service that is the object of this tender (in Italy, Libro Unico del Lavoro or LUL);
- copy of the personal employment record book of each of the employees (showing that they are on the payroll);
- disclosure from the Prosecutor's Office and the Criminal Records Bureau showing that no charges are pending against the employee;
- copy of the D.M. 10 form – Receipt for the UNIEMENS form (monthly report to INPS, Italian Social Security agency).

This same documentation shall be submitted by Contractor every time a change occurs in the workforce providing the service, either because an employee needs to be replaced or because further employees are assigned to the service: documentation relating to the new employees shall be submitted within three days from the change.

In the case of the necessity to replace one or more members of the team, the Contracting Authority reserves the right to refuse the proposed replacement(s) after a technical interview, and in case of disagreement or if the Company cannot provide a substitute considered adequate by the Contracting Authority, the latter reserves the right to cancel the contract.

The Contracting Authority reserves the right to ask the Contractor to replace any employee that may not be considered suitable for the service for specific and demonstrated reasons. In such an event, the Contractor shall provide for a replacement within 10 (ten) working days, and such a replacement shall not give rise to any further expenditure for the Contracting Authority.

While they are at work providing the service, the members of the Support Team shall display an ID badge and any other means of identification required; they shall be fully informed as to the rules governing the implementation of the Contract and be fully aware of the specific features of the premises where they are expected to provide their services.

The members of the Support Team shall have access to the premises of the Institute and are required to observe all existing safety and security rules, including the Institute's internal Safety and Security Policy, which can be consulted at: <http://www.eui.eu/About/SafetyandSecurityPolicy.aspx>. The Contractor shall ensure that all employees are fully informed of the provisions in the regulations.

The Contractor is further liable for the personal safety of its employees: it shall provide members of its staff with all necessary information and training, and shall hold the Contracting Authority harmless, exempting the Institute from any liability or consequence of any accident that may occur during the performance of the services that are the object of this tender.

The members of the Support Team shall observe rules of strict confidentiality regarding facts and circumstances that they may have become acquainted with in the performance of their duties, in full compliance with the existing laws as well as in observance of the Institute's own internal regulation which

can be consulted at: <http://www.eui.eu/AboutTheWebsite/DataProtection.aspx> .

In its relationship to all staff members engaged in providing the services, the Contractor shall apply contractual and remuneration conditions that are at least equivalent to those envisaged by the applicable (Italian) national collective labour agreements, valid at the time of signing the Contract, as well as any conditions that may be introduced by later amendments and improvements and, in general, by any other successive collective labour agreement for the relevant category of workers valid in the Province of Florence. The Contractor shall furthermore continue to apply the conditions of the collective agreements even after their expiry, until they are replaced or renewed. These obligations shall be considered binding for the Contractor, even if the Contractor is not a member of a professional association that has signed the collective agreements, or has resigned from one.

Should the Contracting Authority ask for it, the Contractor shall submit all necessary documentation proving that the treatment – in terms of salary conditions and social security contributions – of its employees engaged in the service for the EUI is in full compliance with the conditions agreed upon. Should the Contracting Authority find that Contractor is in violation of the labour laws, it will first communicate its findings to the Contractor and then report the matter to the Labour Inspectorate competent for the question. It shall further reserve the right to enforce and take possession of the performance bond, and the Contractor shall be obliged to produce a new performance bond. The sum taken over by the Contracting Authority shall only be returned when the Labour Inspectorate declares that the Contractor has remedied its violations of the labour laws.

The Contractor declares that it is aware that the EUI's calendar of activities, holidays and vacation periods differs from the national Italian calendar; and it undertakes to observe the EUI's calendar, taking note that the 2015 calendar is included in Annex F.

The Contractor shall ensure that services are correctly provided under all circumstances, with the sole exception of circumstances of force majeure (see Article II.11 Annex H – Draft Contract).

CHAPTER III – SUBMISSION AND EVALUATION OF OFFERS

19. Procedures for submitting an Offer

Offers must be submitted in English or Italian. Both the technical and the economic Offer shall be signed by the Company's legal representative, and must be perfectly legible, so as to avoid the risk of ambiguities and misunderstandings.

Offers shall be sent to the following address:

EUROPEAN UNIVERSITY INSTITUTE
PROTOCOL OFFICE
Via dei Roccettini, n. 9
50014 San Domenico di Fiesole (FI)
Italia

The entire documentation for the bid shall be sent in a sealed package, on pain of exclusion from the tender procedure. The package must be sent via express courier (the date on the delivery slip to the courier shall be considered as the delivery date), or delivered by hand to the EUI's Ufficio del Protocollo, the incoming mail registration service (opening hours: Monday-Friday 8.30 am – 1 pm and 2 pm – 5 pm), no later than **3 pm on 1 July 2015** (absolute deadline). Any other means of delivery and/or shipment shall warrant exclusion from the tender procedure.

All Tenderers are required to notify the EUI that they have sent a bid, by writing to the email address ICTS.Tender5@EUI.eu. The Institute shall acknowledge receipt of this message.

Once the Offer has been received by the EUI, all the documents become the property of the Institute and shall be treated with the strictest confidentiality.

On pain of exclusion from the tender procedure, every Offer submitted must comply with the following instructions.

Offers must be submitted according to the method of the double envelope.

The outer envelope must be sealed with adhesive tape and signed across the tape. It must contain the following information:

- The code referring to this tender procedure: CFT/EUI/ICTS/2015/005;
- The title: *Open Call for Tenders for the supply of On-Site Services for Support and Development of Administrative Applications for the European University Institute*;
- The name of the Tenderer;
- The name and address of the Institute (see above).

The inner envelope must bear, in addition to the name of the Service to which it is addressed, as indicated in these STS, the words 'Bando di gara — Non deve essere aperto dal servizio postale interno'. If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across that tape.

The content of the inner envelope must be subdivided into four envelopes, according to the following instructions, on pain of exclusion from the tender procedure.

Envelope no. 1: sealed with adhesive tape and signed across the tape, bearing on the outside the name of the Tenderer and the words "**Envelope no. 1 – Administrative Documents**"; this envelope shall contain 1 original and 4 paper copies (clearly distinguishable from the original), as well as a digital copy of the following documents:

1. **Checklist**, filled in and signed (Annex A).
2. **Request to participate in the tender procedure**, dated and signed by the Company's Legal Representative, or by a person entitled to sign on behalf of the Company; this request may only be submitted using Annex B.
3. **Declaration on Honour** concerning the Company's legal status, signed by the Company's Legal Representative, using Annex C.

In the case of a Temporary Grouping of Companies (TGC) the Declaration shall be signed by the Legal Representative of each of the Companies that have formed the Temporary Grouping for the purpose of submitting a bid for this tender.

A photocopy of a valid identity document of the signatory shall be attached to the Declaration.

4. Copies of the **Invitation to Tender Letter, of the Special Tender Specifications and of the Draft Contract**, without any additions, amendments or changes, initialled on each page and bearing the Tenderer's stamp and full signature of the owner or Legal Representative on the last page.
5. In the case of an already established TGC: a special collective mandate with powers of representation, conferred upon the lead company by the participating companies in a certified private deed, which shall also be included, either in original or in an authenticated copy. Also included shall be a proxy, conferred upon the person that legally represents the lead company, as well as a statement by the lead company defining which portions of the service will be performed by the individual companies, including the lead company.

In the case of a TGC not yet formally established: the undertaking, should the tender be awarded to this TGC, to confer a special collective mandate with powers of representation upon one of the companies (explicitly indicating which one), subsequently designated the mandate holder or the lead company, which will sign the contract in the name of and on behalf of itself and the others, as well as a statement as to which portions of the service will be performed by the individual companies, including the lead company (or designated as such).

No company shall participate in the tender procedure both as an individual company and as a member of a TGC, on pain of exclusion from the tender not just of the individual company, but of the entire TGC as well.

Companies that are in a controlling relationship (either as a parent company or as a subsidiary) with other companies participating in the tender procedure, may not participate in the tender procedure either as individual companies or as members of a TGC, on pain of exclusion not only of the individual company, but also of the entire TGC that they are a part of.

6. **A provisional bid bond** for 2% of the presumed annual amount of the tender, or € 1,035.00 (one thousand thirty-five/00).

The bid bond shall be:

- a bank guarantee or insurance policy or a policy issued by financial brokers included in the registers of authorized brokers. The bid bond provides a guarantee against the risk that the contract may not be signed.

The bid bond shall be operational within fifteen (15) days, upon a simple written request by the Contracting Authority, and must have a validity of one-hundred-and-eighty (180) days from the deadline for submission of bids. The bid bond shall further contain the clause that it will only cease to be valid once the Contracting Authority has issued a specific release statement, even after the expiry date as described above. The bid bond must also envisage the waiver of the right to enforce prior payment from the main debtor.

No form of bid bond other than the above-mentioned will be accepted. Any tenderer submitting a guarantee issued by financial brokers that the Bank of Italy has forbidden from undertaking new

transactions shall be excluded from the tender procedure.

7. Copy of the tenderer's Anti-Mafia certificate.

Envelope no. 2: sealed with adhesive tape and signed across the tape, bearing on the outside the name of the Tenderer and the words "**Envelope no. 2 – Technical Offer**"; this envelope shall contain 1 original and 4 paper copies (clearly distinguishable from the original), as well as a digital copy of the detailed description of the services offered and the CVs of the candidates.

In evaluating the technical Offer, special consideration will be given to the level of detail, to the clarity and accuracy of the description provided in the technical report, as well as to the most detailed descriptions of the candidates being proposed as members of the Support Team.

The content of the envelope shall be structured as follows:

1. Detailed technical-organizational report describing the management and the provision of the service requested. This report shall not be longer than 50 pages, A4 format, with every element needed for a correct evaluation of the project clearly specified.

The report shall introduce and elaborate on the following topics, on pain of exclusion:

- a. General description of the organizational structure envisaged for the service, with a clear indication of the management and procedural strategies that will be implemented in the service provision.
 - b. Detailed Curriculum Vitae (CV) for each candidate proposed as a member of the Support Team.
 - c. A plan for the training, education and updating of the staff members who will perform the services, including a calendar of such activities for the entire duration of the contract.
 - d. Description of any further proposals, providing additions and/or improvements over and above the minimum level as established in these Tender Specifications.
2. The two documents that sum up the content of the bid, Annex D and Annex G, shall be properly filled in and enclosed.

The technical Offer shall be signed by the Tenderer's Legal representative.

Each and every element of the technical Offer submitted shall be deemed an integral part of the contract, and the successful Company shall be obliged to comply with it.

The Tenderer must declare which information in the documentation is an industrial and/or commercial secret, and must therefore be considered strictly confidential.

Envelope no. 3: sealed with adhesive tape and signed across the tape, bearing on the outside the name of the Tenderer and the words "**Envelope no. 3 – Economic Offer**"; this envelope shall contain 1 original and 4 paper copies (clearly distinguishable from the original), as well as a digital copy of the economic Offer, to be detailed in the form Annex E, and signed by the Company's Legal representative.

The Offer must provide an overall price for the services described in Articles 12-13 of these tender specifications.

Each economic Offer submitted shall be assessed in a comparative evaluation together with all Offers received. Scores will be assigned according to the detailed scoring criteria described in Article 24, item B.

Envelope no. 4: sealed with adhesive tape and signed across the tape, bearing on the outside the name of the Tenderer and the words "**Envelope no. 4 – Further documentation**"; this envelope shall contain any other document, providing additional information in support of the Offer, that was not explicitly mentioned as being part of the content of the other envelopes (e.g., brochures, illustrated prospectuses, etc.).

20. Additional information concerning the submission of Offers

All the documentation explaining the procedure for participating in this tender can be accessed by anyone interested at: www.eui.eu/About/Tenders.aspx.

Any queries or requests for clarifications, submitted by the tenderers in order to ensure they have a clear understanding of the content of the documents, must be addressed to ICTS.Tender5@EUI.eu and sent no later than **3 pm on 24 June 2015**. Any query or request for clarification received within this deadline will be answered: the queries will be posted, without identifying the sender, together with the answers, on the webpage of EUI Tenders (see above).

Envelopes containing offers are sent at sender's risk, and the EUI takes no responsibility for any package that does not reach its destination within the deadline.

No remuneration or reimbursement shall be due to the companies for having drawn up their bid, for having elaborated projects or for having supplied any other documentation as part of their bids.

None of the documentation submitted for the tender procedure will be returned, not even that pertaining to bids that were not awarded the contract.

The name of the Tenderer who is awarded the contract shall be published on the Institute's website. Subsequently, all the companies participating in the tender procedure will be duly informed of the results.

The Institute reserves the unappealable right to cancel the tender procedure, or to extend its deadline, and none of the companies participating in the procedure can exercise any right over these decisions.

Neither the award of the tender, nor the invitation to participate in the procedure, imply an obligation upon the Institute to sign the contract.

Tenderers are reminded that false statements will lead to criminal charges. The Institute will check the truthfulness of information contained in the statements and declarations submitted; should any such statement be found to be untrue, the tenderer shall lose any benefit that may have been gained and the Institute shall enforce and take possession of the bid bond put up by the tenderer, as well as submit a formal report to the authorities denouncing the criminal offence.

In compliance with the Institute's internal regulations on Data Protection, which can be consulted at www.eui.eu/AboutTheWebsite/DataProtection.aspx, all personal data and information provided by tenderers and candidates shall be used exclusively for the purposes of this tender procedure.

21. Opening of Offers

The opening of the Offers shall ascertain that:

- Offers were submitted within the established deadline;
- Offers submitted were presented in the form requested, using the "method of the double sealed envelope" (as specified in Article 19).

The Institute will not hold public sessions for the opening of the Offers.

22. Grounds for exclusion

Tenderers shall not be in any of the following situations, which are grounds for exclusion:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an

arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

- b) has been convicted of an offence concerning grave professional misconduct by a final judgment of a competent judicial authority or administrative decision or decisions of international organisations.
- c) is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of Italy being the country of establishment of the Institute or those of the country where the contract is to be performed. This breach needs to have been established by a judgment or administrative decision having final and binding effect in accordance with the legal provisions of the country in which the economic operator is established or of Italy being the country of establishment of the Institute.
- d) has been the subject of a final judgment for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or other forms of trafficking in human beings or any other illegal activity, where such illegal activity is detrimental to the Institute's financial interests.
- e) has been in serious breach of a contract financed by the Institute or has been the subject of an offense of serious irregularity established by a final judgment of a competent judicial authority or administrative decision.
- f) is subject to an administrative penalty for being guilty of grave professional misconduct, or for having made substantial errors or committed irregularities or fraud, or has been declared to be in breach of its obligations under contracts covered by the Institute's budget (Article 41 of the EU's Public Procurement Regulation (President's Decision No. 44/2014 of 5 December 2014)).

Except for cases provided for in point (d) above, the Institute may decide not to exclude the economic operator where it can provide evidence that it has taken remedial measures to demonstrate its reliability.

The Institute may also provide for a derogation from the mandatory exclusion provided in point (c) where an exclusion would be clearly disproportionate, in particular where only minor amounts of taxes or social security contributions are unpaid or where the economic operator was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions at such time that it did not have the possibility of taking measures as to demonstrate its reliability before expiration of the deadline for submitting its tender.

Furthermore, tenderers in the following situations shall also be excluded:

- a) where they are in a situation of conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest, including conflicting professional interests; at present or occurred over the past 5 years.
- b) of not immediately notifying the EUI of any situation considered a conflict of interest or which could give rise to a conflict of interest.
- c) has been granted, sought, attempted to obtain or accepted any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in as much as it is an incentive or reward relating to award of the contract.
- d) has undertaken to undertake to unduly influence the decision-making process of the EUI or obtain

confidential information that may confer upon them undue advantages in the procurement procedure.

- e) has undertaken to enter into agreements with other candidates and tenderers aimed at distorting competition.
- f) has undertaken to deliberately provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.
- g) has deliberately provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
- h) has provided inaccurate, insincere and incomplete information to EUI within the context of this procurement procedure.

Documents proving eligibility in relation to the grounds for exclusion listed above:

The Contracting Authority will accept, as satisfactory proof that the tenderer is not in any of the situations described above, a formal signed Declaration on Honour concerning exclusion criteria, as in Annex C.

The Institute reserves the right to verify the accuracy of this information and to request documents providing further evidence before the contract is signed.

23. Selection criteria

To be eligible for the tender procedure, companies must possess all the following requirements.

Companies in default in even one of the requirements listed below will be excluded from the procedure.

General requirements

- a) Enrolment in the Chamber of Commerce, Industry, Arts and Crafts Registry of Companies (CIAA), or in an equivalent registry in the country where the Company has its official and legal headquarters, registered as practising business activities in the field that is the object of this tender procedure, or at least a field that is consistent with the object of the tender.
- b) Anti-mafia certificate.
- c) To be in compliance with the provisions aimed at legalizing the position of undeclared employees (Individual legalization plans - Piani Individuali di Emersione).
- d) To be in compliance with all obligations relating to the payment of social security and insurance contributions in favour of its employees, in full observance of existing legislation; and to apply the employment conditions envisaged in the sector's national collective labour agreement.
- e) To be in compliance with the labour regulations applicable to people with disabilities.
- f) To undertake, in the event it is awarded the tender, to provide any and all required documentation in order to prove that it is fully up-to-date in its payment of social security and insurance contributions (e.g., through a DURC certificate), in compliance with existing legislation.
- g) Declaration confirming that it has taken note of all general, particular and local circumstances, barring none, and of all other elements which may directly or indirectly influence the performance of the service, or the calculation that has led to the Offer submitted with its bid; and that this Offer is profitable, and that the Company undertakes to hold said Offer valid and binding for one-hundred-and-eighty (180) days, starting from the deadline for submission of its bid.

Technical, economic and financial capacity requirements

- h) To be in possession of two (2) bank references from prime banks, or financial companies included in the registers of authorised brokers, issued after the date of the Invitation to tender and the publication of these Tender Specifications, proving that Tenderer has always met its economic and financial obligations punctually and regularly.
- i) To be in possession of the necessary insurance certificates for the life of the contract. These will include as a minimum:
 - a. Public Liability Insurance: - minimum of € 5m
 - b. Employer's Liability Insurance: - minimum of € 5m
 - c. Professional Indemnity Insurance: - minimum of € 5m
- j) To be in possession of a full set of company accounts (audited if applicable) that cover the last three years of trading or for the period that is available if trading for less than three years, for the **organisation submitting this tender**. Please ensure it is a signed copy of the full accounts and NOT an abbreviated version.
- k) A statement of the organisation's turnover and profit & loss position for the most recent full year of trading (or part year if full year not applicable) and an end period Balance Sheet, **where this information is not available at (j)**.
- l) **Where (k) cannot be provided**, a statement of the organisation's forecast turnover and profit & loss position and cash flow forecast for the current year and a bank letter outlining the current cash and credit facility position.
- m) To have performed *on-site development and support services in Italy or elsewhere* in the period 2012/2013/2014.
- n) To have performed, over the past three calendar years (2012-2013-2014), services related to the services that are the object of this tender for an amount, excluding VAT, of at least € biii.00 (one hundred and fifty five thousand two hundred and fifty/00) for the overall three-year period, also providing a list of the more important services, including the sum, the duration and the recipient, attaching copies of the certificates of due performance (in the case of a consortium and/or TGC, this requirement must be possessed to the value of at least 60% by the lead company and/or mandate holder).
- o) To be in possession of or to have initiated the procedure to obtain the following certifications or equivalent qualifications (do not attach the certificates, indicate the name of the certifying body and the certificate registration data pertaining to the qualification obtained, or information necessary to verify and evaluate any equivalent qualifications):
 - i. OPTIONAL: Quality Management Systems **ISO 9001:2008**;
 - ii. OPTIONAL: Social Responsibility **SA 8000:2008**.

The admissibility of any equivalent qualification submitted will be judged by the Institute at its own unappealable discretion.

In the case of a TGC and/or consortium, the requirements listed under points (a) to (l) must be possessed by each one of the companies making up the grouping and/or consortium.

On the contrary, the verification of requirements listed under points (m) to (o) will be performed considering the TGC and/or consortium as a single entity. Therefore, these requirements may be possessed either by a single company or by the individual companies that make up a consortium or are members of a temporary grouping of companies.

The Institute reserves the right to perform sample checks in order to verify the accuracy of the statements

submitted by tenderers.

24. Award criteria

Only the Offers that meet all the requirements listed in Article 23 above shall be eligible for the next stage of the procedure, the technical and qualitative evaluation.

The Offers will be evaluated in three phases:

1. The first phase based on the content and quality of the technical documentation and the curricula vitae of the proposed team.
2. A second phase, based on an interview of the proposed team of candidates shortlisted from the first phase. The average evaluation of the team will be given with the weight 80-20 assigned to the two team components (80% for the technical team and 20% for the Supervisor).
3. Following the interviews the Contracting Authority will proceed with the evaluation of the Economic Offer only for those candidates who are considered valid from the first and second phases.

The Offers that are awarded at least the minimum technical score (the minimum threshold of technical suitability is 35/60) will be eligible for the final stage, the economic evaluation.

The contract will be awarded according to the principle of the “**best value for money**”, based on the evaluation that will be carried out by an evaluation committee entrusted with the task, which will attribute a score to each bid, out of a maximum score of 100, according to the following parameters:

MAXIMUM SCORE	
Technical and quality evaluation	60/100
Economic evaluation	40/100

The total score (Points) assigned to the offer is made up of the sum of its economic evaluation points plus its technical evaluation points:

$$P \text{ offer} = P \text{ economic evaluation} + P \text{ technical evaluation}$$

The tenderer whose offer obtains the highest final score is the tenderer who will be awarded the contract.

Wherever the evaluation parameter is solely an objective parameter, the score will be calculated in proportion to the degree to which the bid equals the minimum level required.

In cases where the parameter can also be affected by a comparative analysis in relation to the other offers submitted, then the Committee will assign a score at its own discretion, providing motivations for its evaluation.

A – ASSIGNING POINTS FOR METHODOLOGICAL, TECHNICAL AND QUALITATIVE ASPECTS OF THE SERVICE

To evaluate the methodological, technical and qualitative aspects of the service and the technical and linguistic preparation of the candidates, points will be assigned as shown in Table I below up to a maximum of 60.

For each item in Table I, the evaluation committee will assign at its own discretion a score from 0 to the maximum indicated in the table, on the basis of the degree of compliance with the requirements of the STS.

To determine the score for the skills and competences of the On-Site Support service staff members (the Support Team), the proposed candidates will be further examined in individual interviews, in order to

evaluate their specific skills, as listed in Article 6.

These interviews shall verify the candidates' level of technical and ICT competence, as well as their language skills, in order to confirm that they possess the skills reported in their CVs.

ON-SITE SUPPORT TEAM			
TABLE I			
DESCRIPTION			MAXIMUM SCORE
A1	Procedures and methodology proposed for the provision of services requested		8
	A1.1	Degree to which proposals match the terms and conditions of the STS	8
A2	Qualifications of the Support Team		16
	A2.1	Previous professional experiences	10
	A2.2	Academic training and certifications	6
A3	Interviews with Support Team members		25
	A3.1	General evaluation	20
	A3.2	Language proficiency	5
A4	Training plan for staff members		5
A5	Improvements and/or additional services proposed		6

The minimum threshold for technical admissibility is 22/35 for the sum of points assigned to parts A1, A2, A4, A5.

Tenderers who do not reach that threshold will not be put through to the interview stage.

The minimum threshold for admissibility to the third stage is 35/60 for the sum of points A1, A2, A3, A4, A5: in other words, for those Tenderers meeting this minimum the Contracting Authority will evaluate the Economic Offer.

Once the tender is awarded, the technical Offer of the winning bid becomes an integral part of the Contract together with these STS.

B – AWARDING OF POINTS IN RELATION TO PRICE OFFERED

The highest score available for the price offered (40 points) will be awarded to the tenderer who offers the best price. The other companies will be awarded different scores (rounded off to the second decimal figure, if necessary) calculated in proportion to the ratio between the best price and the price offered by each tenderer.

The following formula will be applied:

$$P = 40 \times \frac{\text{Best price}}{\text{Price offered}}$$

P = points (score) awarded to the offer.

The final score awarded to each tenderer will be the sum of the points awarded in the different sections, as described in this Article.

25. Indicative timeline of the tender procedure

TABLE III	
Description	Date
Launch of the tender procedure	1 June 2015
Deadline submission queries and clarification requests	24 June 2015, 3 pm
Deadline submission of Offers	1 July 2015, 3 pm
Interviews with Candidates	13-28 July 2015
Results communicated	between 1 and 16 September 2015
Contract signed	September 2015

26. Obligations after being awarded the tender

In order for the definitive award of the tender to enter into force, the successful Company must submit the following, within the date established by the Contracting Authority:

1. a performance bond equal to 10% of the mean annual contract value based on its own economic Offer; the performance bond shall be issued as a guarantee of the Company fully performing all obligations relating to the contract, and deriving from it, and shall be raised according to the method described in Article I.4.2 of the Draft Contract (Annex H);
2. certified true copies of all certificates presented as documentation for the tender procedure.

If the Company that is awarded the tender does not comply in a timely fashion with the above obligations, or does not submit all the documentation requested, or does not provide evidence of the prerequisites it declared on its honour to be in possession of, or if such evidence is not considered in conformity with the declarations included in the tender documentation, the Contracting Authority reserves the right to withdraw its award, and to award the tender instead to the company having achieved the next highest score, or to launch a new tender procedure, holding the defaulting Company liable for any increase in cost the Contracting Authority may incur as a consequence. Under these circumstances, the Contracting Authority shall take possession of the defaulting Company's bid bond and shall also apply any further penalty envisaged by the existing legislation.

If, on the other hand, the above-listed verification activities are all performed in a satisfactory manner, the Company will effectively be awarded the tender and will be formally invited to sign the contract.

CHAPTER IV – FINAL PROVISIONS

27. General information

All aspects of the tender procedure shall be performed in compliance with the Institute's internal regulations, and especially in accordance with High Council's Decision No.5/2014 amending Title V of the EUI's Financial Rules regarding Public Procurement, and with the President's Decision No.44/2014, both of which are available on the EUI's website: <http://www.eui.eu/About/Tenders/Index.aspx>.

Participation in this tender procedure implies full acceptance of the above-mentioned regulations.

The rules governing the future relationship between the Contracting Authority and the Company that is awarded the tender, including payment terms, processing of personal data, dispute settlement methods, both in the tender procedure and in the implementation and performance of the contract, are all contained in the Draft Contract in Annex H.

28. Person responsible for the contract

The Contracting Authority appoints the Director of the Institute's ICT Service as Person responsible for this tender procedure and contract.

The Person responsible shall be in charge of all exchanges and communications with the Company that is awarded the contract, on all issues relating to the performance of the services in question, and shall be responsible for ensuring that contractual obligations are observed, enacting coercive provisions and applying penalties whenever necessary.

29. Reference person for the contract

In order to ensure that the contract is performed satisfactorily and to guarantee a correct contractual relationship with the Company that is awarded the contract, the Director of the ICT Service shall appoint a member of his staff as Reference person for the contract. Among other tasks, the Reference person shall:

- act as contact person for all operational and practical exchanges with the Contractor, through the Supervisor of the Support Team appointed by the Contractor;
- follow up and act on requests for interventions in cases when it becomes necessary to introduce changes and/or new provisions, during the implementation of the contract;
- oversee the correct performance of the service and verify the results;
- where necessary, and on the basis of serious and proven motives, demand that a member of the Contractor's staff be removed from the premises and replaced, providing justification for the request;
- propose to the Director of the ICT Service the application of penalties and, if necessary, the termination of the contract;
- manage and check all invoices issued by the Contractor, initialling them in approval.

30. Transition plan

Within six months from the signing of the Contract, the Contractor shall provide a plan detailing how it proposes to hand over the service to the in-house organization or successive supplier at the termination of the Contract. The plan should include arrangements for knowledge transfer, in particular the

documentation of development work carried out, work logs, source code, and the status of applications from the maintenance perspective. This plan shall subsequently be updated by the Contractor every three months.

31. Final provisions and annexes

These Special Tender Specifications consist of 31 articles, cover 25 pages plus 8 Annexes (A – H), each and every one of them being an integral part of these Special Tender Specifications; by signing these STS, the Company is also formally expressing its approval and acceptance of the Annexes as well.

Annexes:

- A. Checklist
- B. "Request to Participate in the Tender" Form
- C. "Declaration on Honour" Form
- D. "Summary of Technical Offer" Form
- E. "Economic Offer" Form
- F. Calendar of EUI Holidays - 2015
- G. "Candidates' Evaluation" Form
- H. Draft Service Contract

Signature of Legal Representative

Company's stamp