

Dear Sir/Madam,

**Subject:** Open Call for Tenders for the supply of On-Site Support Services, of Systems Maintenance and Development, and of Centralized Software Management for the European University Institute

**Reference:** CFT/EUI/ICTS/2015/001

1. The European University Institute is planning to award the public contract referred to above.

The tender documentation consists of this letter, the tender specifications (including the technical specifications) with its annexes and the draft contract.

2. If you are interested in this contract, you should submit a tender in Italian or English, provided you comply with the conditions for participation in tenders as set out in Article 2.4 of the EUI President's Decision N° 44/2014 of 5 December 2014 implementing title V concerning procurement of the EUI's Financial Rules (Public Procurement Regulation).

3. You must submit your tender in one original and four paper copies, as well as a digital copy.

Tenders must be placed inside two sealed envelopes, addressed as indicated below (double envelope system).

The inner envelope must bear, in addition to the name of the Service to which it is addressed, as indicated in the Special Tender Specifications, 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 outer envelope or parcel should be sealed with adhesive tape and signed across the seal and carry the above mentioned information and the name of the tenderer.

The inner envelope must also contain four sealed envelopes, one containing the administrative documents, one the technical tender, one the financial tender, and one the supporting documents. Each of these envelopes must clearly indicate the content ("Envelope 1 – Administrative documents; "Envelope 2 – Technical Offer" "Envelope 3 – Economic Offer" and "Envelope 4 – Further documentation").

Boxes may be used instead of envelopes if the size or weight of the tender so requires.

You must submit the tender:

- a) by courier service not later than **1 July 2015**, to the address indicated below, in which case the evidence of the date of dispatch shall be constituted by the date of dispatch or by the date of the deposit slip,
- b) or in person by the tenderer or candidate or by an agent to the premises of the Institute no later than **3.00 pm on 1 July 2015** to the address indicated below. In this case, the tenderer must obtain a proof of receipt, signed and dated by the EUI's agent in the Protocol Office who took delivery.

The EUI's Protocol Office is open from Monday to Friday during business hours between 8.30 am-1.00 pm and 2.00 pm-5.00 pm. It is closed on Saturdays, Sundays and EUI public holidays and closure days.

Address where tenders must be submitted (by courier or in person) :

CALL for TENDER: for the supply of On-Site Support Services, of Systems Maintenance and Development, and of Centralized Software Management for the European University Institute

Ref: *CFT/EUI/ICTS/2015/001*

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

#### **4. Signature and legibility of tender documents**

##### **All tenders must:**

- be signed by an authorised representative of the tenderer;
- be perfectly legible so that there can be no doubt as to words/terms and figures included;
- include the costing sheet or other model documents as indicated in the technical specifications.

##### **Joint venture or consortium**

If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the European University Institute in its capacity as Contracting Authority.

The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium.

#### **5. Period of validity of submitted tenders**

The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is six months from the date indicated in point 3, i.e. date of receipt of tenders.

#### **6. Legal obligations related to the submission of a tender**

Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the Special Tender Specifications and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. Submission of a tender is binding on the tenderer to whom the contract is awarded for the duration of the contract.

#### **7. Costs**

All costs incurred during the preparation and submission of tenders are to be borne by the tenderers and will not be reimbursed.

## **8. Contacts**

Contacts between the Contracting Authority and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

### **Before the date indicated in point 3:**

- At the initiative/request of tenderers, the Institute may communicate additional information solely for the purpose of clarifying the nature of the contract. Such information shall be communicated on the same date to all interested tenderers.
- Any requests for additional information must be made in writing only to [ICTS.Tender1@EUI.eu](mailto:ICTS.Tender1@EUI.eu) no later than five working days before the deadline for submission of tenders.
- The Contracting Authority is not bound to reply to requests for additional information received less than five working days before the final date for submission of tenders.
- The Institute may, on its own initiative, contact the tenderers if it discovers an error, a lack of precision, an omission or any other type of clerical defect in the text of the contract notice, invitation to tender or specifications and will inform all the persons concerned on the same date and in a manner identical with that applicable in respect of the original invitation to tender.
- Any additional information including that referred to above will be posted on <http://www.eui.eu/About/ProcurementattheEUI/Callfortenders.aspx>.
- The website will be updated regularly and it is your responsibility to check for updates and modifications during the tendering period.

### **After the opening of tenders:**

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

## **9. Waiver**

This invitation to tender is in no way binding on the EUI. The EUI's contractual obligation commences only upon signature of the contract with the successful tenderer.

## **10. Right of the Institute to cancel the procedure**

Up to the point of signature, the Institute may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. This decision will be substantiated and the candidates or tenderers notified.

## **11. Alteration or withdrawal of tenders**

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

## **12. Ownership of tenders**

Once the EUI has opened the tender, the document shall become the property of the EUI and shall be treated confidentially.

## **13. Award notice and information to tenderers**

You will be informed of the outcome of this procurement procedure by e-mail with delivery receipts and by publication of the name of the successful tenderer on EUI's website: [www.eui.eu/About/Tenders/Index.aspx](http://www.eui.eu/About/Tenders/Index.aspx).

It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check both the mailbox and the EUI's website regularly.

#### **14. Data Protection Policy**

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to the [EUI's Data Protection Policy](#) (President's Decision No 40/2013 regarding Data Protection at the European University Institute).

Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the Director of the Service in charge, acting as Data Controller.

Details concerning the processing of your personal data are available in the privacy statement at: <http://www.eui.eu/AboutTheWebsite/DataProtection.aspx>.

#### **15. Dispute settlements**

Any dispute relating to a procurement procedure under the present rules shall be submitted in good faith by either party to mediation under the International Mediation Rules of the Milan Chamber of Arbitration. The request for mediation shall be submitted in writing to the Secretariat of the Milan Chamber of Arbitration at the latest within 13 days from the notification of the results of the adjudication pursuant to Article 38 of the EUI's Public Procurement Regulation (outlined in EUI President's Decision No. 44/2014 of 5 December 2014). If for any reason the dispute remains unsettled 60 days after the request for mediation, it shall be subject to arbitration under the Rules of the Milan Chamber of Arbitration to be commenced within the following 30 days. The seat of the arbitration shall be Milan and the language of the arbitration shall be English. The award shall be final and binding.

The arbitral tribunal shall apply the EUI's relevant regulatory acts, including the EUI's regulation on Public Procurement and the EUI's Financial Rules, complemented, where necessary, by the law of Italy.

#### **16. Applicability of the Protocol on the Privileges of the European University Institute**

The tenderer acknowledges that the Protocol on the Privileges and Immunities (attached to the [Convention setting up a European University Institute](#)) of the European University Institute applies to all contracts signed with the Institute.

#### **Date and signature**