



European
University
Institute

INFORMATION
AND
COMMUNICATION
TECHNOLOGY
SERVICE

**Open Call for Tenders for the Supply of Workstations (PCs) and
related Services for the European University Institute**

SPECIAL TENDER SPECIFICATIONS

Ref: ***CFT-EUI-ICTS-2017-002***

YEAR 2017

The English version is a translation of the original Italian. In case of doubt or divergence, involuntary errors or omissions, the Italian version shall prevail.

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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. It was 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

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

“Company” shall mean the Company that is awarded the contract through the tender procedure, for the supply of the services that are the object of these STS.

“Competitor”, “Candidate” and “Tenderer” shall mean any company that submits an Offer through the tender procedure.

“Service in Charge of the tender procedure” shall mean the EUI’s Information and Communication Technology Service (ICT Service).

“WS” shall mean Workstation.

“PC” shall mean Personal Computer.

3. Object of this Tender Procedure

The Institute is launching this tender procedure in order to enter into a contract with the Company that is awarded the tender. The contract shall be for the installation and maintenance of a quantity of Workstations (PCs), initially in the number of **850**, on all the premises of the European University Institute, and a set of ancillary services related to these.

The main object of the tender is, therefore, the provision and maintenance of Workstations in the form of Personal Computing platforms running on Microsoft Windows operating systems.

The details regarding the types of Workstation and ancillary services are described in **Chapter II**.

The Institute reserves the right to modify the number of Workstations required at any time during the Contract. The services requested shall be provided on all the existing and future premises of the Contracting Authority (a list of the current buildings and facilities is provided under **Article 8**).

The Company shall supply the services that are the object of this procedure at its own risk and relying on its own independent organisation, in full observance of the terms and conditions of these STS, including Annexes, the Invitation to Tender Letter, the Service Contract and the documentation submitted by the Company as part of its bid.

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 L, supplemented by these STS and all annexes, the Invitation to Tender Letter and the Offer submitted by the Company as its tender, including all the annexed documentation.</p> <p>Any comment and/or request for clarification as to the meaning and/or interpretation of the Draft Contract must be clearly formulated, explaining the motive for the query, and submitted before the deadline given in Article 20. 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> <p>The Contract shall NOT be assigned to third parties.</p>
Duration	<p>48 (forty-eight) consecutive months, starting from the date the contract is signed, except for the terms laid out in the termination clauses (see Article II.14 in the Draft Contract in Annex L).</p>
Submission of Offers	<p>Tenderers shall submit ONE offer only.</p> <p>Temporary Groups of Companies (TGC) and Temporary Associations of Companies (TAC) are NOT PERMITTED to submit an Offer.</p>
Presumed amount of tender	<p>The presumed amount of the tender is €148.750,00 (one hundred forty-eight thousand seven hundred fifty/00) per annum, excluding VAT, for a total amount of €595.000,00 (five hundred ninety-five thousand/00) for the 4 (four) years of overall duration of the contract.</p> <p>The amount was established on the basis of a preliminary market survey.</p> <p>This estimate is to be considered valid only for the purpose of establishing the presumed overall value of the tender. It shall not, therefore, be taken as a guarantee of the future contract's volume, nor shall it in any way be binding on the Institute.</p> <p>The amount of the tender includes all those services envisaged in these STS and in the documentation submitted by the Company in its bid, including any improvements the Company's Offer may have proposed, as well as any other direct or indirect cost that may be incurred in the satisfactory provision of said services.</p>

5. Legal Obligations to be Borne by the Company

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



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If so requested by the Contracting Authority, the Company shall be ready at any moment to provide clear proof of having fully complied with such obligations.

CHAPTER II – DESCRIPTION OF SERVICES REQUIRED

6. Description of Services

The object of this tender procedure is to provide a specific quantity of Workstations, which shall replace, in full or in part, the current Workstations used on the premises of the European University Institute. All the services required to achieve the overall objective, consisting in an operating lease of Workstations, are set forth below.

6.1 Object of this Tender Procedure

The set of services needed for the present supply may be summarised as follows:

- 1) An Operating Lease of Workstations. The Workstations required for the initial phase shall comprise Personal Computers with the minimum specifications described in **Annex G**.
- 2) A Delivery Service, including transportation and portage to all offices.
- 3) Hardware Technical Support. A technical support plan for the collection and replacement of defective or damaged equipment, within the timeframe and in the manner set forth in these Special Tender Specifications, for the duration of the Contract.
- 4) Data Deletion, to ensure that all personal data saved on the Workstations are erased at the end of the operating lease.
- 5) A Removal Service, to collect the Workstations at the end of the operating lease.
- 6) A Disposal Service for the disposal of the existing Workstations (currently property of the EUI), as described in **Article 6.12**.

The duration of the operating lease shall be 48 months. The initial number of Workstations required is 850.

6.2 Workstation Configuration

The main item of this Tender is the Workstation. Workstation configuration pertains to the configuration of a reference computer. As all Workstations will need to be identical, our evaluation of the Offer will focus on the configured reference computer.

The Candidate is required to submit only one configured reference computer, which must meet the **mandatory minimum requirements** detailed in TABLE 1 of **Annex G “Minimum Technical Requirements”**.

The Candidate will need to use TABLE 1 of **Annex H “PC Technical Specifications for Proposed Model”** solely for the abovementioned purpose.

Candidates can submit configurations with improvement features, as long as the minimum requirements are met.

6.3 Conformity

All equipment must carry the mandatory conformity mark recognised at EU level and conform with the electromagnetic compatibility directives.

The Company must ensure that all equipment conforms with the regulations of the Italian Electrotechnical Committee (CEI) or other recognised international standards and, in general, with the applicable laws, regulations and technical provisions regarding the components and safe use of said equipment.

The equipment must be powered directly by the voltage currently used in Italy and must conform with the rules envisaged by the Italian law.

The equipment provided shall conform with the requirements described below, including, but in no way limited to:

- Legislative Decree 81 of 9 April 2008 (and subsequent amendments) on health and safety in the workplace;
- Directive 2011/65/EU on the “Restriction of the Use of Hazardous Substances (RoHS) in Electrical and Electronic Equipment”, transposed into Italian law by Legislative Decree 27 of 2014;
- safety and electromagnetic emissions requirements certified by recognised European bodies (e.g. IMQ and FCC);
- the electromagnetic compatibility (EMC) of equipment, in accordance with Directive 2004/108/EC, transposed into Italian law by Legislative Decree 194 of 2007 (the equipment must have the CE marking);
- the principles of ergonomics, in accordance with Directive 90/270/EEC, transposed into Italian law by Law 142 of 19 February 1992.

All documentation (including self-certification) certifying that the abovementioned requirements are met must be produced.

The manufacturer of the hardware must be certified to ISO 9001:2008 for a quality management system.

Compliance with the abovementioned environmental requirements ensures conformity with the basic technical and contractual clauses provided in the "Minimum Environmental Standards for the Purchase, Renting or Leasing of Portable Personal Computers", adopted by Ministerial Decree on 13 December 2013 (OJ No. 13 of 17 January 2014) and available at <http://www.minambiente.it/pagina/i-criteri-ambientali-minimi>.

6.4 Computer Performance (Benchmark) Test on the Reference Computer

The main criterion for the equipment is that each Tenderer will first need to identify the configuration that best meets the requirements of the Institute and then perform a pre-defined sequence of benchmark tests to assess performance in a typical office automation set-up.

The Candidate is therefore required to run a series of benchmarks, as described in **Annex I**, on the configured reference computer and according to the technical specifications set out in TABLE 1 of **Annex H “Technical Specifications for Proposed Model”**.

For the Offer to be valid, the result of the benchmark test will need to be EQUAL to or HIGHER than the value provided in TABLE 1 of **Annex G “Minimum Technical Requirements”** under the item "Benchmarks Minimum Results".

6.5 Testing the Reference Computer

Once all the Offers have been received and evaluated, the Candidate whose Offer is found to be the best in terms of quality and monetary value shall be contacted so that the Institute can verify the truthfulness of the Offer by testing the reference computer.

The Candidate will be required to bring at least one sample (1 PC with all the technical characteristics stated in the Offer during the tender procedure) to the laboratories of the Institute.

The technical staff of the Candidate, specifically the Contract Supervisor (see **Article 7** herein), shall present the reference computer. The Supervisor will be required to list the technical characteristics of the PC and perform the benchmark tests in our laboratory, as described in Section 3.2 of **Annex I “Installation and Execution Guidelines for Technical Benchmarks”**.

Where:

- a) the final result of the benchmark test (performed in our lab) is EQUAL to or HIGHER than the value provided in TABLE 1 of **Annex H “Technical Specifications for Proposed Model”**,
- b) the technical specifications presented correspond to the Offer submitted during the tender procedure, according to TABLE 1 of **Annex H “Technical Specifications for Proposed Model”**,

the EUI shall appoint the official winner of the tender and sign the Contract.

The Candidate shall be required to leave the reference computer on which the tests were performed at our laboratory. The reference computer shall be used as a prototype to create a golden image for the remaining 849 computers.

All 850 PCs will be identical and identical to the reference computer that passed the test.

6.6 Sample Test and Inspection of Workstations

Given that not all 849 Workstations will be delivered within 3 months of the first delivery, the Contracting Authority shall perform a conformity test and sample inspection.

To perform a conformity test and sample inspection, all 849 Workstations will need to be stored in a warehouse located in Italy, **300 km maximum** from Florence.

The conformity test and sample inspection shall be performed on a sample of 34 (4%) models, randomly selected in the warehouse utilised by the Company.

The sample inspection shall be carried out at the ICT Service of the Contracting Authority, by means of the contrastive taking of samples, together with the Company, within 10 working days of receipt of notice that the PCs are available in the warehouse.

In case of differences, anomalies or malfunction (even of just single parts of the equipment), not attributable to the Contracting Authority, the latter shall send the Company a written description of the technical problem by fax or email.

The Company shall have a maximum of seven working days from the date of receipt of the written notice to solve the differences and/or malfunction and replace the part that does not meet the requirements provided in these Special Tender Specifications, without applying any additional charges.

At the moment the problem is solved, a new random test will be carried out at the warehouse of the Company on a number of products equal to that of the different or malfunctioning equipment. They will undergo a conformity test and sample inspection.

In the event of a second negative result, the Contracting Authority reserves the right to apply penalties, as described in **Article 11** of these Special Tender Specifications.

The Company will be given another 7 working days to repair the malfunctioning equipment, after which a random test will be performed at the warehouse of the Company on a number of products equal to that of the different or malfunctioning equipment during the second test.

In the event of a third negative outcome, the Contracting Authority reserves the right to unilaterally terminate the contract, as described in **Article I.9 of Annex L - Draft Contract**, with all the legal consequences ensuing therefrom.

The results of the conformity test and sample inspection shall be certified by means of an Inspection Report, which shall indicate:

- a) Date of conformity test and inspection;
- b) Who performed the test and inspection;
- c) Type of tests performed;
- d) Description of equipment;
- e) Serial Numbers of the equipment;
- f) Results of test and inspection.

The date of completion of the inspection shall be communicated by the Contracting Authority to the Company by means of a signed copy of the abovementioned Report and shall mark the start of the billing period.

When the Inspection Report is sent, the Contracting Authority shall also send the Company a draft version of the dates of delivery.

The finalised schedule for delivery shall be signed by the parties within 5 working days of notice of the date of completion of the inspection.

6.7 Delivery of Workstations

The delivery of the equipment includes all costs related to packing, transportation, portage and delivery to the required floor. The main requirements for delivery include:

- a) All 849 PCs shall be identical to the reference computer. This means that all 850 PCs shall be identical.
- b) Each PC shall be delivered directly to the destination offices and/or laboratories.
- c) Assembly and configuration of the PCs upon delivery is not foreseen.
- d) A detailed delivery timetable, including a DEFINITIVE schedule, shall be agreed upon and signed by the Parties once the winner of the tender procedure has been announced. For the purposes of the Economic Offer, the PCs shall be delivered in groups of 40 (or 50) at a time. Deliveries shall be organised once a week, on average, with the exception of the first month, during which two deliveries per week may be needed (to replace the Workstations present in public spaces).
- e) A list of all Workstations shall be provided at least 10 working days before delivery begins. Said date shall be indicated in the DEFINITIVE schedule, part of the detailed delivery timetable. The list shall include the Brand, Model, Serial Number and MAC address of the network adapter.
- f) The Delivery Receipt signed by the Contracting Authority or the person acting on its behalf shall confirm receipt of the equipment.

The possibility to deliver upon request, in different quantities and with varying frequency, shall be considered an improvement feature and evaluated accordingly.

The premises of the European University Institute shall be subject to a compulsory inspection visit. For more details on the visit, see **Article 11** in these Special Tender Specifications.

6.8 Technical Support and Maintenance Services

The Company shall ensure the complete efficiency and functionality of all leased equipment for the duration of the contract. Complete efficiency and functionality refer to the state of the product at the time of testing

(see Article 6.6 above). The Company must provide on-site hardware maintenance services for Personal Computers to ensure the systems operate correctly and to repair or reset them in case of damage or malfunction.

The Company shall set up a service to receive and manage calls from the Contracting Authority requesting information or technical assistance in case of malfunctioning equipment. The Company shall guarantee the existence of a Helpdesk that is the sole provider of assistance for varying requests.

The Helpdesk shall:

- a) Ensure timely and efficient communication with the Contracting Authority
- b) Receive and log requests for assistance
- c) Identify a solution for hardware problems
- d) Follow up on problems, track their status and verify the outcome

Any request received by the Company shall be dealt with by its Helpdesk. The request shall be monitored and tracked until the problem is solved.

The following specifications and minimum response times shall be respected to ensure compliance with the Service Level Agreement (SLA):

Response Time: from the moment the Contracting Authority reports the problem to the moment the Company diagnoses the problem and estimates the time needed to restore the service. **WITHIN 8 working hours.**

Recovery Time: from the moment the Company diagnoses the problem and estimates the time needed to restore the service to the moment the service is actually restored. **WITHIN NBD (Next Business Day).**

To best evaluate the Candidate's suitability, we ask that a document detailing the proposed services be submitted ("**Implementation of Technical Support and Maintenance Services**").

The plan for the implementation of these services can be in the form of an entire chapter or one or more paragraphs within the Technical-Organisational Report (see "**Procedures for Submitting an Offer**" in **Chapter III**).

The Candidate is required to indicate in the Technical Offer, specifically in the Summary of the Technical Offer (**Annex E**), the exact location of the abovementioned information to allow for the correct evaluation of the Offer and allocation of points (see Table 1 of Chapter III).

An incomplete Summary of the Technical Offer (**Annex E**) may result in the **exclusion** of the Tenderer from the procedure.

6.9 Interruption of the Service

Based on the nature of the interruption, the Company shall act, at least, as follows:

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

Service continuity shall be guaranteed, even if the staff employed by the Company is on strike.

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

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

In case of technical failures and breakdowns of the equipment and facilities, such that the services cannot be provided, standard activities shall be temporarily interrupted and alternative solutions shall be agreed upon by the Company and Contracting Authority.

c) *Total interruption of service due to 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 L – Draft Contract**.

6.10 Emergency Plan

Candidates are required to submit an **Emergency Plan** as part of the Report in the Offer, **on pain of exclusion** from the tender procedure. The Plan shall ensure the continuity of the service at any given time.

A detailed Emergency Plan, based on Incident Response Planning, Disaster Recovery Planning and Business Continuity Planning to avoid and/or respond promptly to any interruption of the service, shall be evaluated and points shall be assigned accordingly.

The Candidate is required to indicate in the Technical Offer, specifically in the Summary of the Technical Offer (**Annex E**), the exact location of the abovementioned information to allow for the correct evaluation of the Offer and allocation of points (see Table 1 of Chapter III).

An incomplete Summary of the Technical Offer (**Annex E**) may result in the **exclusion** of the Tenderer from the procedure.

6.11 Removal of Workstations at the end of the Contract

The Workstations delivered under this contract (first batch of 850 plus any further requests) shall be removed at the end of the lease contract.

The removal of the equipment shall be organised in agreement with the Contract Supervisor (**Article 7**) and the Person in Charge of the Contract of the Contracting Authority (**Article 25**). The equipment shall be removed within 30 days of the end of the lease contract.

The equipment shall be removed by the Company, under the supervision of the Contracting Authority. Removal shall include the complete erasure of all hard disks by means of the most suitable low-level formatting process available at the end of the contract.

In order to evaluate the suitability of the Candidate, we ask that a document detailing the proposed services be submitted with the Offer ("**Plan for the Removal of Workstations at the end of the Contract**").

The plan for the removal of the Workstations and erasure of the data can be in the form of an entire chapter or one or more paragraphs within the Technical-Organisational Report (see "**Procedures for Submitting an Offer**" in **Chapter III**).

The Candidate is required to indicate in the Technical Offer, specifically in the Summary of the Technical Offer (**Annex E**), the exact location of the abovementioned information to allow for the correct evaluation of the Offer and allocation of points (see Table 1 of Chapter III).

An incomplete Summary of the Technical Offer (**Annex E**) may result in the **exclusion** of the Tenderer from the procedure.

6.12 Disposal of Existing Workstations

The Company shall remove the existing Workstations of the EUI, according to the collection and recovery targets for waste electrical and electronic equipment (WEEE).

The Company **may** be required to dispose (separately, in some cases) of the hardware of the Workstations being replaced (e.g. PC, keyboard and mouse).

The Company shall be required to draw up a list with the Brand, Model, Serial Number and any inventory numbers of the EUI for the Workstations that will be disposed of.

In accordance with Legislative Decree 152 of 2006 and the provisions on the collection and processing of waste of electric and electronic equipment (WEEE or e-waste), the supplier shall:

- 1) Submit to the Administration of the EUI the form specified in Art. 188 (3B) of Legislative Decree 152 of 2006, pursuant to the terms and conditions therein;
- 2) Deliver WEEE to designated collection, recycling or treatment facilities, in accordance with Art. 208 of Legislative Decree 152 of 2006 and subsequent modifications and integrations;
- 3) Comply with the provisions of Art. 217 of Legislative Decree 152 of 2006 on packaging;
- 4) With regard to the collection, treatment, recycling and disposal of batteries and accumulators (rechargeable batteries), the winning Tenderer shall adhere to the provisions of Legislative Decree 188 of 2008.

Any charges or costs for the removal and collection of the old Workstations shall be borne solely by the Company.

The sole purpose of this service is the removal and treatment of WEEE, in accordance with the provisions of Legislative Decree 49 of 14 March 2014 (and subsequent amendments).

The old Workstations shall be removed after the first batch of new PCs is delivered. The number of Workstations removed shall be replaced by the same number of new PCs. The schedule for removal shall follow that of delivery. It will be defined once the Contract is awarded.

In order to evaluate the suitability of the Candidate, we ask that a document detailing the proposed services be submitted with the Offer ("**Plan for the Disposal of Existing Workstations**").

The plan for the disposal of existing Workstations can be in the form of an entire chapter or one or more paragraphs within the Technical-Organisational Report (see "**Procedures for Submitting an Offer**" in **Chapter III**).

The Candidate is required to indicate in the Technical Offer, specifically in the Summary of the Technical Offer (**Annex E**), the exact location of the abovementioned information to allow for the correct evaluation of the Offer and allocation of points (see Table 1 of Chapter III).

An incomplete Summary of the Technical Offer (**Annex E**) may result in the **exclusion** of the Tenderer from the procedure.

7. Contract Supervisor

The Company shall appoint a Supervisor entrusted with the supervision of the Service on a continuous basis. The name and contact details (mobile number and email address) of the Supervisor shall be communicated **in writing** to the Institute when the contract is signed.

The Supervisor shall be an employee of the Company, professionally qualified to perform the functions assigned to him/her, have prior experience in similar roles and be proficient in English.

The official appointment of a Supervisor is a condition for the signing of the Contract.

The Supervisor shall ensure that the Service is provided according to the terms and conditions of these STS, including the annexes, and in observance of all declarations made in the Offer. The Supervisor shall ensure that all members of staff involved in providing the service comply with the envisaged functions and tasks.

The Contract Supervisor shall be the single person in charge of the contract and shall be in constant communication with the EUI's offices in charge of ensuring that the service operates correctly.

Any communication, including complaints of breaches or instances of non-compliance, made by the EUI to the Company's designated representative shall be deemed to be submitted directly to the Company.

In the event of the Supervisor's absence or impediment (due to vacation, illness, etc.), the Company shall ensure that s/he is replaced by a person approved by the EUI, and provide the replacement's name, phone number, email address and indicate the replacement period.

The Supervisor shall communicate all information on activities performed, on problems detected and on proposed solutions solely to the EUI's Responsible Officer and to the Person in Charge of the Contract (**Articles 24 and 25** of these STS), on pain of specific penalties and/or disciplinary sanctions at the discretion of the Institute.

The Contract Supervisor's duties include, but are not limited to:

- presenting the reference computer;
- dealing with the Contracting Authority;
- agreeing with the EUI on the tests and inspection of the Workstations and scheduling delivery of the Workstations;
- ensuring compliance with **Article 6.8 "Technical Support and Maintenance Services"** and with any integrations/improvement features in the "**Implementation of Technical Support and Maintenance Services**" submitted by the Company during the Tender Procedure;
- ensuring compliance with **Article 6.11 "Removal of Workstations at the End of the Contract"** and with any integrations/improvement features in the "**Plan for the Removal of Workstations at the end of the Contract**" submitted by the Company during the Tender Procedure;
- managing complaints on the part of the Contracting Authority for any disruption or delay in service.

8. Premises where the Services shall be provided

The EUI campus includes about fifteen buildings located on the hillside on both sides of the boundary between the municipalities of Florence and Fiesole. The main building is the Badia Fiesolana, in the village of San Domenico in the municipality of Fiesole. The other buildings are located in several areas of Florence municipality (Piazza Edison, Via Boccaccio, Via Bolognese) and in the municipality of Fiesole (San Domenico), as follows:

- **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)
- **Villa la Fonte**, Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)
- **Villa Schifanoia, including Il Casale, Il Villino and the Cappella**, Via Boccaccio, 115/121 - 50133 Firenze (FI)
- **Villa Raimondi**, Via Boccaccio, 111 - 50133 Firenze (FI)
- **Villa il Poggiolo**, Piazza Edison, 11 - 50133 Firenze (FI)
- **Villa Salviati: Manica and Castello (EUI premises) - Ipogeo (Historical Archives of European Union)**, Via Bolognese, 156 – 50133 Firenze (FI)

A map of all the buildings making up the EUI campus can be found at:

[EUI Campus \(Google Maps\)](#)

The Service shall be provided in each one of the above buildings, as well as in any future buildings that EUI may add to its premises during the lifetime of the contract.

9. Costs and Obligations to be borne by the Company

The Company shall be entirely responsible for the provision of the Service that is the object of this procedure. A more detailed description is contained in the Draft Contract in **Articles I.10, II.1 (Annex L)**.

10. Patents and Copyright

The EUI shall not be held liable in the event that the Company, in performing this contract, makes use of equipment and/or technical solutions that have been patented by others.

The Company undertakes to hold the Institute harmless from any claims, liabilities, including losses and damages claimed by any person(s), as well as from all expenses resulting from any copyright infringement.

Both Parties undertake to immediately notify the other of any claim or damage request from a third party—that may come to their notice—in relation to the issues described in the preceding item.

The Company shall observe all the provisions on the Legal protection of software in Council Directive no. [2009/24/EC](#) and later.

11. Breaches, Non-compliance and Penalties

Except for cases in which the law specifies different penalties, the EUI reserves the right to uphold the terms and conditions of these STS by applying the penalties envisaged in this Article, over and above claiming reimbursement for any extraordinary expense incurred in ensuring that EUI activities continue to function regularly.

The application of penalties is governed by **Article I.10** of the Draft Contract (**Annex L**).

1. In the event of a second negative outcome in the "**Sample inspection of the Workstations**" (see **Article 6.6**), the Company shall be charged a penalty of **€ 2.500**;
2. In the event of delayed delivery of the Excel spreadsheet listing all the Workstations, where the DEFINITIVE schedule agreed upon and signed by the Parties is not respected (10 working days before the start of delivery, see **Article 6.6**), the Company shall be charged a penalty of **€ 500** for each day of delay;
3. In the event of delayed or disrupted delivery of the Workstations, where the DEFINITIVE schedule agreed upon and signed by the Parties is not respected (see **Article 6.7**), the Company shall be charged a penalty of **€ 500** for each day of delay;
4. In the event of delayed or disrupted disposal of the existing Workstations, where the DEFINITIVE schedule agreed upon and signed by the Parties is not respected (see **Article 6.7**), the Company shall be charged a penalty of **€ 500** for each day of delay;
5. In the event of delayed "Response Time" (more than **8 working hours**, as foreseen in **Article 6.8**), the Company shall be charged a penalty of **€ 25**, for each working day of delay;
6. In the event of delayed "Recovery Time" (more than **Next Business Day**, as foreseen in **Article 6.8**), the Company shall be charged a penalty of **€ 200** for each day of delay;
7. In the event of no or delayed communication by the Contract Supervisor to the Person in Charge of the Contract of the Contracting Authority on activities performed and on problems detected (see **Article 7**), the Company shall be charged a penalty of **€ 100** for each day of delay;
8. In the event of the Contract Supervisor not being replaced during vacation, illness, etc. (see **Article 7**), the Company shall be charged a penalty of **€ 200** for each day of delay.

The EUI shall be notified of any force majeure causes delaying the activities governed by these STS; notification shall be sent by the Company, by registered letter with acknowledgement of receipt, preceded by an urgent pre-notification sent by email to the Director of the EUI's ICT Service; the Company shall provide evidence of said *force majeure* causes, upon pain of losing any right to invoke them, to the ICT Service at the European University Institute, Piazza Edison, 11 – 50133 Firenze (FI).

CHAPTER III – SUBMISSION AND EVALUATION OF OFFERS

12. Procedures for Submitting an Offer

In order to be able to draw up an accurate technical offer to be submitted, all Tenderers must inspect the EUI's premises and network infrastructure elements that are relevant to the object of this tender procedure. Tenderers shall submit their request to visit the premises by sending **Annex D** by email to ICTS.Tender2-17@EUI.eu no later than **12 noon** on the day shown in **Table 4 (Article 20)** under the heading “**deadline for submission of Site Inspection requests**”.

The Offers and all attached documentation, including annexes, shall be submitted in Italian or in English. Both the Technical Offer 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) - ITALY

The entire documentation for the bid shall be sent in a perfectly sealed package, on pain of exclusion from the tender procedure. The package must be sent exclusively via express courier 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), in either case with **delivery** to the Institute no later than **3 pm** on **20.12.2017** (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 submitted a bid, by writing to the email address ICTS.Tender2-17@EUI.eu. The Institute shall acknowledge receipt of this message.

Once the Offer has been received by the Contracting Authority, all the documents become the property of the Institute and shall be treated with the utmost 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/2017/002**;
- The title: **Open Call for Tenders for the Supply of Workstations (PCs) and related Services for the European University Institute**;
- The **name of the Tenderer**;
- The **name and address of the Institute** (see above).

The inner envelope shall bear the indication of the Service in charge of the tender as given in these STS, and the wording “Bando di gara — Non deve essere aperto dal servizio postale interno” (or, in English, “Tender Procedure – Not to be opened by the internal mail service”). If the Tenderer is using self-sealing envelopes, they must be sealed with adhesive tape and the sender must sign across that tape.

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

12.1 Administrative Documents (ENVELOPE no. 1)

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 (one)** original and **1 (one)** paper copy (clearly distinguishable from the original, and **neither stapled nor bound** to enable easy photocopying), as well as a read-only digital copy (i.e. that cannot be edited), 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 that the Tenderer has participated in the Site Inspection**. Such a declaration will be issued by the Person in charge of the tender procedure at the end of the site inspection. Tenderers who have not participated in the site inspection will be automatically excluded from the tender procedure.
4. **Declaration on Honour** concerning the Company's legal status, signed by the company's Legal Representative, using **Annex C**.
A photocopy of a valid identity document of the signatory shall be attached to the Declaration.
5. Qualifications, documents and certificates required to prove that the Company is in possession of all **General requirements** as stated in **Article 18.1**.
6. Qualifications, documents and certificates required to prove that the Company is in possession of all **Technical, Economic and Financial Capacity requirements** as stated in **Article 18.2**.
7. 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.
8. **A provisional bid bond** for 2% of the presumed amount of the tender, or **€11.900**.

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.

9. For Tenderers with office registered in Italy: **self-certification that the Tenderer is in compliance with anti-Mafia provisions**; for international Tenderers: **self-certification of equivalent international certificates**.

All digital documents shall be in Portable Document Format (.PDF), of type Searchable PDF/PDF-A.

12.2 Technical Offer (ENVELOPE no. 2)

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 (one)** original and **1 (one)** paper copy (clearly distinguishable from the original, and **neither stapled nor bound** to enable easy photocopying), as well as a read-only digital copy (i.e. that cannot be edited), of the following documentation:

1. **Technical-organisational report** of the service offered;
2. **Curriculum Vitae** of the Supervisor (**Article 7**);
3. **Annex E** (Summary of the Technical Offer) duly filled out;
4. **Annex G** (Minimum Technical Requirements) initialled for acceptance;
5. **Annex H** (Technical Specifications for proposed model) duly filled out;
6. **Annex M** (Acceptance of Benchmark Rules) duly filled out, together with the optical or removable medium on which the files containing the benchmark results have been copied;
7. Copy of the ISO 9001-2008 certificate of the manufacturer of the PC proposed as Reference Computer.

All digital documents shall be in Portable Document Format (.PDF), of type Searchable PDF/PDF-A.

In evaluating the Technical Offer, special consideration will be given to the level of detail, to the clarity and accuracy of the description and the method used in illustrating the organisation of the services requested in these STS.

The report shall not be longer than **50 (fifty) pages, A4 format**, clearly describing every element useful to evaluate the project. Following the outline given in **Annex E**, the report must be such as to make it easy to identify and evaluate the technical-organisational, operational, qualitative characteristics, as well as the additional features and/or improvements proposed over and above the specifications in the STS.

The report shall therefore introduce and elaborate on the following topics:

- a. Provision of the Services (A1): detailed description of each service covered by these STS (one chapter/paragraph per service), the technical-organisational, operational, qualitative and methodological features and how each will be performed;
- b. Features of the WS (A2/A3): description of the reference PC proposed as Workstation solution, and any improvement features. Such improvement features shall be listed in **Annex E** and also indicated in **Annex H**;
- c. Proposed Additions and Improvements (A4): description of any additional service benefitting the Contracting Authority or the quality of the services delivered.

The Technical Offer shall be signed by the company's Legal Representative, **on pain of exclusion from the tender procedure.**

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

12.3 Economic Offer (ENVELOPE n. 3)

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 (one)** original and **1 (one)** paper copy (clearly distinguishable from the original, and **neither stapled nor bound** to enable easy photocopying), as well as a read-only digital copy (i.e. that cannot be edited), of the Economic Offer drawn up using the form in **Annex F** and signed by the company’s Legal Representative.

The Economic Offer shall consist in a proposed price for the items indicated in **Annex F – Economic Offer Form**. All prices shall be net prices, excluding VAT.

Each Economic Offer submitted shall be assessed in a comparative evaluation with all other Offers received. Scores shall be assigned according to the detailed scoring criteria described in **Article 19.3**.

12.4 Further Documentation (ENVELOPE no. 4)

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, preferably a read-only digital copy (i.e. that cannot be edited), 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.).

13. Further 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 by email to ICTS.Tender2-17@EUI.eu and sent no later than **3 pm on 13.12.2017**. Any query or request for clarification received within this deadline will be answered: queries and replies will be posted, without identifying the sender, on the EUI Tenders webpage (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 Tenderers 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. After that, all the companies participating in the tender procedure will be notified 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 he may have 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.

14. Compulsory Site Inspection

All companies interested in submitting a bid for this tender procedure shall take part in the visit to survey the premises and facilities where the services that are the object of this tender shall be implemented. The Site Inspection is compulsory, **on pain of exclusion**. The Site Inspection will allow tenderers to gain a more accurate understanding of the premises, so they can draw up a project that is as close as possible to the actual needs.

A maximum of two participants per Company are allowed: the Owner or the Legal Representative of each Tenderer is invited to attend the Site Inspection; Tenderers may appoint a delegate instead, and in that case the delegate shall carry a valid ID, the proxy form signed by the company's Legal Representative, as well as a photocopy of the latter's valid ID.

In full observance of the principles of equal treatment and uniform information, the Site Inspection shall take place on **6.12.2017**, meeting arranged for **10.00 am** at the **Badia Fiesolana, Via dei Roccettini, 9, San Domenico di Fiesole (FI) – ITALY**. All Tenderers shall submit to the EUI's ICT Service their Request for the Site Inspection, using the form in **Annex D** of these STS, including a copy of the proxy form, if they plan to issue one. Said request must be sent by email to ICTS.Tender2-17@EUI.eu, no later than **12 noon** on **30.11.2017**, **on pain of exclusion** from the tender procedure. The original of the request shall be handed over to the Institute's accompanying person on the day of the Site Inspection.

At the end of the Site Inspection the Contracting Authority's reference person shall issue to Tenderers a certification (Site Inspection Attendance) that they have taken part in the site inspection, which must then be included in the Administrative Documentation to be submitted in the tender procedure, on pain of exclusion from the tender.

Since the Company that is awarded the contract shall thus have had the opportunity to become familiar with the premises and facilities involved, it thereby undertakes to implement services that fully meet the quality, operational and functional requirements as described in these STS, with the sole exception of any improvements that it may include in its bid.

15. 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 12**).

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

16. Grounds for Exclusion

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

- a) in a state of bankruptcy, of being wound up, in receivership, having entered into an arrangement with creditors, having suspended business activities, or in any other similar situation due to a procedure of this nature envisaged by national laws or regulations, nor shall they be the object of a complaint that might give rise to similar procedures;
- b) to have been found guilty, in a final judgment, for an offence related to professional ethics, by the competent judicial authority or in the ruling of an administrative body or international organization;
- c) to not be fully in compliance with the obligations relating to the payment of social security and insurance contributions, or to the payment of duties and taxes in observance of the legislation of the country where the Tenderer is legally registered or in Italy, where the services for the Institute would be implemented. An infringement of this nature must be proved by a ruling or an administrative decision, confirmed in a final judgment, in compliance with the legislation of the country where the Tenderer is registered for tax purposes, or in Italy, being the country of establishment of the Institute;
- d) to have been found guilty, in a final judgment, of fraud, corruption, participation in the activities of a criminal organization, money laundering, crimes related to terrorism, child labour or other forms of human trafficking or any other illicit activity detrimental to the financial interests of the Institute;
- e) to have been found in serious breach of a contract financed by the Institute, or to have been found guilty, in a final judgment, of offences or serious irregularities, as ruled by the competent judicial authority or by an administrative decision;
- f) to have been the subject of an administrative penalty for having committed an offence related to professional ethics, for having made substantial errors or committed irregularities or fraud, or have been declared to be in serious breach of their obligations under contracts covered by the Institute's budget (**Article 41** of [President's Decision no. 36/2016](#)).

With the exception of cases falling under item d) above, the Institute may decide not to exclude the Tenderer in the event that the latter can provide evidence of having already implemented new procedures to demonstrate its reliability.

The Institute may also waive the compulsory exclusion in cases falling under item c), in instances where an exclusion would be clearly disproportionate, i.e. where the amount of social security or insurance or taxes or duties due was negligible, or in cases when the Tenderer was informed of the amount due, as a consequence of its non-compliance, with such short notice that it was not able to pay and demonstrate its reliability before the deadline for the submission of the documentation for participation in this tender procedure.

Furthermore, Tenderers in the following situations at the time of this procedure shall also be excluded:

- g) in a situation of conflict of interest in relation to the contract. Such situations occur when the impartial and objective implementation of the Contract is jeopardized for reasons related to financial interests, to political or national affinities, to family ties or sentimental ties, or for any other shared interest in the present and in the previous 5 years;
- h) of not having immediately notified the Institute of any situation which may suggest a conflict of interest, or which may give rise to such a conflict;
- i) of having granted to third parties, or having obtained, sought, tried to obtain or accepted from third parties, whoever that may be, benefits in money or in kind, if such an advantage is an illicit practice or may be construed as corruption, direct or indirect, connected to the implementation of the Contract;
- j) of having tried to exercise undue influence on the Institute's decision-making process or to obtain confidential information that would have placed it at an advantage in this tender procedure;

- k) of having tried to enter into an agreement, or actually done so, with other Tenderers in order to distort the tender procedure;
- l) of having tried deliberately to provide misleading information that may have substantially influenced decisions relating to exclusion, selection and awarding of the tender;
- m) of having deliberately provided misleading information that may have substantially influenced decisions relating to exclusion, selection and awarding of the tender;
- n) of having provided the Institute with inaccurate and/or incomplete and/or false information in the context of this tender procedure.

Tenderers shall prove that they are not in any of the above situations.

17. Documents proving eligibility in relation to the grounds for exclusion

The Contracting Authority will accept, as satisfactory proof that the Tenderer is not in any of the situations described in **Article 16** above, a formal signed Declaration on Honour, as shown in the form 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.

18. 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**.

18.1. General Requirements

The following documents shall be submitted with the Technical Offer (envelope no. 2):

- a) Enrolment in the CCIAA (Chamber of Commerce, Industry, Arts and Crafts, Agriculture), or in an equivalent registry in the country where the company is established, showing that it practices business activities in the field that is the object of this tender procedure, or at least a field that is compatible with it.
- b) For Tenderers with office registered in Italy: self-certification that the Tenderer is in compliance with anti-Mafia provisions (the Institute reserves the right to request the competent Prefecture to issue the related anti-Mafia certificate); for international Tenderers: self-certification of equivalent international certificates.
- c) Declaration that the Tenderer has taken note of all general, particular and local circumstances, barring none, and of any other element which may directly or indirectly influence the implementation of the service or the drawing up of the Offer; and therefore that the Offer submitted 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 the bid.
- d) Declaration of being in compliance with the provisions aimed at legalizing the position of undeclared employees (Individual Legalization Plans - Piani Individuali di Emersione).
- e) Declaration of being 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 that it applies the employment conditions envisaged in the sector's national collective labour agreement.
- f) Declaration of being in compliance with the labour regulations governing the right to work of persons with disabilities.

- g) Any and all useful documentation to prove that the company is fully up to date with all due social security and insurance contributions (e.g., through a DURC certificate), according to existing legislation.

18.2. Technical, Economic and Financial Capacity Requirements

- h) Two (2) bank references issued by prime banks, or financial companies included in the registers of authorized brokers, issued after the date of the Invitation to tender and the publication of these STS, proving that the company has always met its obligations punctually and regularly, and that the Company possesses the economic and financial capacity to perform the services that are the object of this tender.
- i) Certificates for the following insurance policies, valid for the entire duration of the contract, and complying with the ceilings as follows:
- Civil Liability insurance: with a ceiling of at least **€5 million**
 - Civil Liability Insurance for Service Provider: with a ceiling of at least **€5 million**
- j) Audited accounts for the last three years, or fewer if the company has not been in activity for three years.
- k) Declaration of the company's turnover, of its profit and loss account for the last year of activity (or part of the year, if it has not been in activity long enough) and a Financial Statement for the end of the accounting period, in cases where this information has not already been provided under **item (j)**.
- l) In the event that the company is unable to provide the documentation called for under **item (k)**, the company shall submit a declaration of its turnover forecast, as well as its forecast of profits and losses, of cash flow for the year and a letter from the company's bank outlining its existing cash and credit situation.
- m) Declaration that, over the previous three years (**2014-2015-2016**), the company's annual turnover, excluding VAT, was not lower than **€297.500,00 (two hundred ninety-seven thousand five hundred)**.
- n) Declaration that the company is currently executing and/or has executed over the previous three-year period (**2014-2015-2016**) similar or identical services to those that are the object of this tender procedure, indicating for each of these services: **client, duration, contract amount, and type of service**.

Among the services performed over the previous three years (**2014-2015-2016**), the company must be able to include at least 1 contract that was successfully executed, or that is currently in execution, for an amount of at least **€446.250,00 (four hundred forty-six thousand two hundred fifty)**, excluding VAT, for the overall period of the 3 years taken into account and displaying the same characteristics as the one that is the object of this tender procedure.

In the case of successfully completed services, the company shall produce the certificate of final completion issued by its public or private client.

The Institute reserves the right to carry out sample checks to ascertain the truthfulness of Tenderers' declarations.

19. Award Criteria

Only those Offers that meet all the requirements listed in **Article 18** above shall be eligible for the next stage of the procedure, the technical and qualitative evaluation.

The Contract shall be awarded according to the principle of the “**Best Value for Money**”, based on the internal Evaluation Committee’s assessment: out of a maximum score of **100**, each Offer shall be awarded points according to the following parameters:

PUNTEGGIO MASSIMO	
Valutazione Tecnica e di Qualità, Q	60/100
Valutazione Economica, P	40/100

The Offer’s Total score **T** shall be made up of the sum of its Technical and Quality score **Q** and its Economic score **P**:

$$\text{Total Score } T = \text{technical and quality evaluation } Q + \text{economic evaluation } P$$

The Tenderer whose Offer obtains the highest Total Score T shall be awarded the tender.

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 is also subject to a comparative analysis among all the offers submitted, the Committee shall assign a score at its own discretion, providing motivations for its evaluation.

Once the tender is awarded, the successful Technical Offer becomes an integral part of the STS and of the Contract.

19.1. Assigning Points for Methodological, Technical and Qualitative Aspects of the Service

In evaluating the methodological, technical and qualitative aspects of the service, the Committee shall use the scores shown in **Table 1**, where the highest achievable score is **60**.

DESCRIPTION		MIN. SCORE	MAX. SCORE
A1	EXECUTION OF THE SERVICES:		
A1.1	TECHNICAL SUPPORT AND MAINTENANCE PLAN	3	6
A1.2	EMERGENCY PLAN	3	6
A1.3	DELIVERY PLAN	3	6
A1.4	REMOVAL PLAN	3	6
A1.5	PLAN FOR DISPOSAL OF EXISTING WORKSTATIONS	3	6
A2	FUNCTIONAL AND AESTHETIC QUALITIES OF THE WS	3	6
A3	IMPROVEMENT FEATURES OF THE WS WITH RESPECT TO:		
A3.1	SUPERIOR OVERALL PERFORMANCE (BENCHMARKS)	0	8
A3.2	IMPROVEMENT FEATURES OF THE WS: SIZE OF SSD	0	6
A3.3	IMPROVEMENT FEATURES OF THE WS: AMOUNT OF RAM	0	3
A3.4	IMPROVEMENT FEATURES OF THE WS: SUPERIOR SK VIDEO RESOLUTION	0	2
A4	PROPOSED ADDITIONS AND IMPROVEMENTS	0	5
			60

Table 1 – Scores for Technical and Qualitative Aspects

As far as the items related to criterion **A1** are concerned, quality coefficients shall be assigned according to the following Table 2:

Table 2: QUALITY COEFFICIENTS: Criterion A1		
EVALUATION	DESCRIPTION	COEFFICIENT
Excellent	Well-structured project developing clearly, precisely and thoroughly the topic requested, and bringing added value with respect to the Contracting Authority's expectations.	1,00
Good	Good project that adequately develops the topic without going particularly in-depth.	0,75
Satisfactory	Acceptable project but not very structured, limited to applying what is foreseen in the STS.	0,50
Mediocre	Mediocre project not sufficiently developed.	0,25
Unsatisfactory	Project that is vague, lacking and inadequate.	0,00

Table 2 – QUALITY COEFFICIENTS: Criterion A1

For criterion **A2**, quality coefficients shall be assigned according to the following Table 3:

Table 3: QUALITY COEFFICIENTS: Criterion A2		
EVALUATION	DESCRIPTION	COEFFICIENT
Excellent	PC with functional and aesthetic characteristics that are decidedly superior to what was requested, bringing added value with respect to the Contracting Authority's expectations.	1,00
Good	PC with functional and aesthetic characteristics better than what was requested.	0,75
Satisfactory	PC with functional and aesthetic characteristics in line with what was foreseen in the STS.	0,50
Mediocre	PC with mediocre functional and aesthetic characteristics.	0,25
Unsatisfactory	PC with functional and aesthetic characteristics that are vastly inferior to what was requested.	0,00

Table 3 – QUALITY COEFFICIENTS: Criterion A2

As far as criteria **A3** and **A4** are concerned, the Evaluation Committee shall assign a score anywhere between 0 and the highest score shown in the Table, based on specific and measurable tests to be decided by the Committee members themselves following a market analysis conducted on the various proposals submitted in the offers.

19.2. Minimum Threshold of Technical Admissibility

To reach the minimum threshold for admission to the next stage, **each item from A1 to A2 must achieve at least the Minimum Score**, as shown in **Table 1**. Only Tenderers whose Technical Offers meet this condition shall be put through to the next stage, where their Economic Offers will be evaluated.

19.3. Assigning Points in Relation to Price Offered

The maximum score achievable for the price **P (40 points)** will be awarded to the Tenderer who offers the best price P. 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:

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

where P = points (score) awarded to the offer.

20. Indicative Timeline of the Tender Procedure

The indicative timeline for this tender procedure is summed up in **Table 4**:

INDICATIVE TIMELINE OF THE TENDER PROCEDURE	
TABLE 4	
Description	Date
Launch of the tender procedure	16 November 2017
Deadline for Submission of Site Inspection Requests	30 November 2017, at 12 noon
Site Inspection	6 December 2017
Deadline for Submission of Queries or Clarification Requests	13 December 2017, 3 pm
Deadline for Submission of Offers	20 December 2017, 3 pm
Sample Test and Inspection of Workstations	starting from 24 January 2018
Announcement of Results	by 14 February 2018
Signing of Contract	Not less than 14 days after announcement of results

Table 4 - Indicative Timeline of the Tender Procedure

21. Obligations in order to Finalise the Tender Award

In order for the Tender Award to become definitive, the successful Company shall provide a practical demonstration of how it plans to perform the services that are the object of the tender.

As far as the Workstations (Personal Computers) and the software (Operating System and Benchmarks specified in **Annex H**) are concerned, the Company shall arrange for a simulation of the production environment on premises provided by the EUI, in which it shall demonstrate and put to the test what was proposed in its bid, showing that the system matches the description and the specifications in these STS.

In the event that such a demonstration is not deemed in full compliance with the descriptions made in the bid submitted, the Contracting Authority reserves the right to withdraw its award and to award the tender instead to the company that achieved the next highest score, or alternatively to launch a new tender procedure, holding the defaulting company liable for any increase in cost that the Institute may incur as a consequence. Under these circumstances, the Institute shall take possession of the defaulting company's bid bond and shall also apply any further penalty envisaged by the existing legislation.

22. Obligations after being Awarded the Tender

In order to be effectively awarded the tender and to become eligible to sign the contract, by the date decided by the Contracting Authority, the successful Company shall submit the following:

- 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 L**).

If the Company that is awarded the tender does not comply in a timely fashion with the above obligation or fails to 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 submitted in its 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 that 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 be effectively awarded the tender and will be formally invited to sign the contract.

CHAPTER IV – FINAL PROVISIONS

23. General Information

The tender procedure shall be performed in compliance with the Institute's internal regulations, and especially in accordance with [High Council Decision no. 6/2015](#) amending Title V of the EUI's Financial Rules regarding Public Procurement and with [President's Decision no. 36/2016](#), both available on the Institute's website at <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, data protection and processing, dispute settlement mechanisms, both during the tender procedure and in the implementation of contractual obligations, are all contained in the Draft Contract in **Annex L**.

24. Responsible Officer of the Contracting Authority

The Contracting Authority appoints the Director of the European University Institute's ICT Service as the Responsible Officer for the tender procedure.

The Responsible Officer 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 all contractual obligations are observed, enacting coercive provisions and applying penalties whenever necessary.

25. Reference Person for the Contract of the Contracting Authority

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 *ICT Service Contract Manager* shall be the Reference Person for the Contract. Among other tasks, the Reference Person shall:

- act as contact person for all operational exchanges with the Company;
- submit all requests for support and intervention whenever changes and/or new provisions are needed, throughout the duration of the contract;
- oversee the correct performance of the service and verify the results;
- propose to the Responsible Officer, see **Article 24** above, the application of penalties and, if necessary, the termination of the contract;
- check all invoices issued by the Company, initialling them in approval.

26. Transition Plan

Within **6 (six) months** from the signature of the contract, the Company shall provide a detailed plan describing how it intends to manage the transition process, once the contract expires, with the handover of service activities from the Company to the Contracting Authority or to a new Contractor. This plan shall include instructions for transfer of knowledge, especially the documentation relating to the entire infrastructure and procedures. This plan shall be updated every six months.

27. Final Provisions and Annexes

These Special Tender Specifications consist of **27 Articles, 30 Pages and 13 Annexes (A-M)**, 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
- C. Declaration on Honour Concerning Legal Status
- D. Request to Participate in Compulsory Site Inspection
- E. Summary of Technical Offer
- F. Economic Offer Form
- G. Minimum Technical Requirements
- H. Technical Specifications for Proposed Model
- I. Installation and Execution Guidelines for Technical Benchmarks
- J. Reference Keyboard Layouts
- K. EUI Holidays 2018
- L. Draft Contract
- M. Acceptance of the Benchmark Rules

Signature of Legal Representative

Company's stamp