

Dear Sir / Madam,

Subject: Open Call for Tender for Supply and Implementation of a Learning Management System (managed hosting / SaaS)

Reference: CFT/EUI/ICTS/2018-001

1. The European University Institute (EUI) is planning to award a public contract for the service described above.

The tender documentation consists of this Invitation Letter, the Special Tender Specifications (containing the technical specifications) including all its annexes, and the Draft Contract.

2. All those interested in taking part in the Tender procedure and in possession of the requirements described in Article 3, paragraph 4, of EUI President's Decision No. 36/2016, dated 4 August 2016, implementing Title V concerning Public Procurement of the EUI's Financial Rules (Public Procurement Regulation), are hereby invited to submit their Offers in English.
3. Offers shall be submitted in one original and one paper copy, as well as a digital copy.

Offers shall be placed inside two sealed envelopes, the outer one bearing the address as shown below (system of double envelope).

The inner envelope shall bear, in addition to the indication of the EUI Service coordinating the tender procedure (in this case Information and Communication Technology Service), the words "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 package or outer envelope shall be sealed with adhesive tape and signed across the tape, and shall bear the address indicated below, as well the name of the Tenderer.

The inner envelope shall contain four sealed envelopes, as follows: the first shall contain the administrative documentation; the second is for the Technical Offer; the third is for the Economic Offer; the fourth shall contain the supporting documentation, to explain and illustrate the content of the Offer. On each envelope Tenderers shall clearly indicate the content: "Envelope 1 – Administrative Documents", "Envelope 2 – Technical Offer", "Envelope 3 – Economic Offer," "Envelope 4 – Further Documentation".

Tenderers may choose to use cartons instead of envelopes if the size or weight of the tender so requires.

The Offer shall be delivered as follows:

- a) by express courier to the address given below, no later than **12 noon on 03 May 2018**;
- b) or hand-delivered to the Institute offices at the address given below, in person by the Tenderer or the candidate or by a person delegated by him no later than **12 noon on 03 May 2018**. In this case, evidence of delivery is provided by the receipt, dated and signed by the officer from the EUI's Ufficio Protocollo (incoming mail service) who accepts the package containing the Tenderer's bid.

The EUI's Ufficio Protocollo is open from Monday to Friday, working hours 8.30 am to 1 pm, and 2 pm to 5 pm. It is closed on Saturdays, Sundays and on official EUI holidays. Please note that the Institute is closed on 30th of April and first of May.

Address to which the Offers shall be delivered (by courier or by hand):

TENDER PROCEDURE: for the Supply and implementation of a Learning Management System

Ref.: CFT/EUI/ICTS/2018-001

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 Offers shall be:

- signed by an authorized representative of the Tenderer;
- be perfectly legible, so as to rule out any doubts as to words/terms or figures;
- include cost analysis or other document models required in the technical specifications.

5. Period of validity of submitted Offers

The period of validity of Offers submitted, during which the Tenderer shall maintain unchanged all the terms and conditions of the Offer and of each of its elements, is six months starting from the date given in item 3, i.e. the deadline for submission of Offers.

6. Legal Obligations deriving from the Submission of an Offer

The submission of an Offer implies full acceptance of all the terms and conditions specified in this Invitation Letter, in the Special Tender Specifications and in the Draft Contract; where applicable, it shall also imply a waiver of the Tenderer's general or specific customary contractual conditions. The submission of an Offer shall be binding on the Tenderer who is awarded the contract for the entire duration of the contract.

7. Expenses

All expenses incurred in the drafting and submission of the Offers shall be borne by Tenderers and shall not be reimbursed.

8. Contacts

Throughout the tender procedure any contact between tenderers and the Contracting Authority is prohibited, save in exceptional circumstances and under the following conditions only:

Before the deadline given in item 3:

- At the initiative/request of tenderers, the Institute may provide additional information solely for the purpose of clarifying the content of the tender procedure, on condition that such information is provided on the same date to all tenderers interested.

- Any request for additional information shall be submitted in writing exclusively to the email address ICTS.Tender1-18@EUI.eu no later than five working days before the deadline for submission of Offers.
- The Contracting Authority shall not be obliged to answer requests for information received after such date.
- On its own initiative, the Institute may correct any mistake, inaccuracy, omission or any other clerical error in the drafting of the tender documents, in the Invitation to Tender or in the Special Tender Specifications that it may notice, on condition that it informs and notifies all tenderers interested in the procedure on the same date and in conditions that are absolutely identical to those of the original launch of the tender.
- Any additional information, including in the cases mentioned above, shall be made public via the webpage <http://www.eui.eu/About/Tenders/Index.aspx>.
- The webpage shall be updated regularly and it is the responsibility of each tenderer to check the webpage for updates and amendments throughout the period of the tender procedure.

After the Opening of the Offers:

If after the opening of the Offers some clarification is required in connection with a bid, or if obvious clerical errors in the drafting of an Offer need to be corrected, the Responsible Officer may contact the tenderer(s) in question, although such contact may not lead to any alteration of the terms of the Offer.

9. Waiver

This Invitation to Tender shall have no binding effect on the EUI. The EUI shall be bound by contractual obligations only once the contract with the Company awarded the tender is signed.

10. Right of the Institute to Cancel the Procedure

Up until the signature of the contract, the Institute is entitled to cancel the tender procedure, and none of the candidates or tenderers shall have the right to claim any compensation whatsoever. Such a decision by the Institute shall be duly substantiated and notified to candidates and tenderers.

11. Amendment or Withdrawal of Offers

Tenderers are entitled to amend or withdraw their Offer by notifying the Contracting Authority in writing before the deadline for submission of Offers. After the deadline it will no longer be possible to amend any Offer. Withdrawal of Offers shall be unconditional and shall entail the cancellation of the tenderer's participation in the procedure.

12. Ownership of Offers

Once the EUI has opened the Offers submitted, the documentation therein becomes the property of the Institute and shall be treated as confidential.

13. Notification of Award to Tenderers

Participants will be notified as to the results of this tender procedure by e-mail, sent with delivery receipt, and by publication of the name of the successful tenderer on the EUI's website: www.eui.eu/About/Tenders/Index.aspx.

It shall be the responsibility of each tenderer to provide the EUI with a valid e-mail address, as well as to check her/his inbox and the EUI's website regularly.

14. Data Protection Policy

Should the processing of tenderers' submissions, in reply to this Invitation to Tender, involve recording and processing of personal data (such as names, addresses, CVs), all such data shall be

treated in conformity with the EUI's [Data Protection Policy](#) (President's Decision no. 40/2013 concerning Data Protection at the European University Institute).

Unless specified otherwise, all information and personal data requested will be used solely for the evaluation of the Offer, in compliance with the specifications contained in the Invitation to Tender, and shall be processed only for this purpose by the Director of the Service whose task this is, and who acts as the Data Controller.

Detailed information on personal data processing is provided in the privacy statement, at: <http://www.eui.eu/About/DataProtectionOfficer/DataProtection.aspx>.

15. Dispute Settlement

Any dispute relating to a tender procedure governed by these regulations shall be submitted for resolution by either of the parties, in good faith, to mediation under the International Mediation Rules of the Milan Chamber of Arbitration. Request for mediation shall be submitted in writing to the Secretariat of the Milan Chamber of Arbitration no later than 13 days from the notification of the award of the tender, as laid down in Article 44 of the EUI's Public Procurement Regulations (President's Decision no. 36/2016, dated 4 August 2016). Should the dispute, for whatever reason, not be resolved within 60 days from the submission of the mediation request, it shall be subject to arbitration under the rules of the Milan Chamber of Arbitration, to be commenced within the following 30 days. The place of arbitration shall be Milan and the language of the procedure shall be English. The arbitration award shall be final and binding.

The arbitral tribunal shall apply all relevant EUI rules and regulations, including EUI's Public Procurement Regulations and the EUI's Financial Rules, complemented where necessary by elements from Italian law.

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

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

Date and signature