



European  
University  
Institute

INFORMATION  
AND  
COMMUNICATION  
TECHNOLOGY  
SERVICE

**Open Call for Tenders for the Supply of Monitors and related  
Services for the European University Institute**

Ref: ***CFT-EUI-ICTS-2019-002***

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YEAR 2019

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## 1 CHAPTER I – GENERAL CONDITIONS

### 1.1 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](http://www.eui.eu).

### 1.2 Definitions

“Contracting Authority”, “Institute” and “Client” shall mean the European University Institute (EUI), which will be awarding the contract for the supply of goods and related 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 goods and related 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).

### 1.3 Object of this Tender Procedure

The Institute is launching this tender procedure in order to enter into a “Framework Contract” with a company that will be awarded the tender for the supply of monitors, and a number of related services, at the European University Institute premises.

The main object of the tender is, therefore, the supply and delivery of monitors compliant with the minimum technical requirements described in Annex G. The company will also have to take care of the collection and disposal of the old monitors, owned by the Institute, being replaced. An offer for three different typology of monitors will be requested, categorized according to their screen size.

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

The services requested shall be provided on all the existing and future premises of the Contracting Authority.

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.

By signing the “Framework Contract Agreement”, the Company shall undertake to provision monitors and related accessories. The required services to be provided to the Institute are:

- 1) Delivery of monitors;
- 2) Collection and disposal of EUI old monitors being replaced.

The aforementioned products and services shall be provided according to the modalities and conditions defined in the current “Framework Contract Agreement” and in the direct contracts

The competitors will have to provide **three (3) different models** according to the specifications described in **Annex G**

The Institute will select the suppliers through a competitive comparison by utilizing the following evaluation criteria:

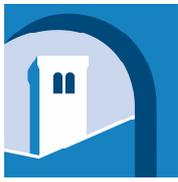
- Best economic offer for the three monitors typology meeting the minimum requirements specified
- Quality and completeness of services and equipment offered.

The execution of each direct Contract will be governed by the relevant Purchase Order

Every communication between the Contracting Authority and the Company will be either in English or Italian.

#### 1.4 Information on the Contract

Type of contract	<p>The contract for the supply of goods and related services that will be entered into at the conclusion of this tender procedure shall be based on the Draft Contract in <b>Annex L</b>, 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>In accordance with Article 7 of the EUI President’s Decision N° 19/2018 of 16 May 2018, the present call for tender is to be considered “Mixed procurement”, inasmuch as its subject consists on the one hand of services and on the other of supplies.</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 <b>Article 3.16</b>. 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><b>The Contract shall NOT be assigned to third parties.</b></p>
Duration	<p><b>60 (sixty) consecutive months</b>, starting from the date the contract is signed, except for the terms laid out in the termination clauses (see <b>Article II.14</b> in the Draft Contract in <b>Annex L</b>).</p>



<p>Submission of Offers</p>	<p>Tenderers shall submit ONE offer only. Temporary Groups of Companies (TGC) and Temporary Associations of Companies (TAC) are <b>NOT PERMITTED</b> to submit an Offer.</p>
<p>Presumed amount of tender</p>	<p>The maximum presumed amount of the tender is <b>€70.000,00 (seventy thousand /00)</b> per annum, excluding VAT, for a total amount of <b>€350.000,00 (three hundred fifty thousand/00)</b> for the 5 (five) years of overall duration of the contract.</p> <p>The foreseen and presumed monitor replacement activity and subsequent supplying plan can be summarized as follows:</p> <p>First year of contract: Supplying of 150 monitors          Second year of contract: Supplying of 150 monitors          Third year of contract: Supplying of 200 monitors          Fourth year of contract: Supplying of 250 monitors          Fifth year of contract: Supplying of 250 monitors</p> <p>Due to stock and logistics constrains, the Institute will proceed with two separate orders per year (ex. 75 monitors during the first quart of the year and other 75 monitors at the third quarter).</p> <p>For each order, the Institute might purchase monitors from all the three specified typologies in different quantities.</p> <p>The amount was established on the basis of a preliminary market survey. 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. 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 supply of goods and related services.</p>

**1.5 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.

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.

## 2 CHAPTER II – DESCRIPTION OF SERVICES REQUIRED

### 2.1 Description of Services

The object of this tender procedure is to identify, within the Framework Contract Agreement, a company for the provisioning of monitors and accessories and for the necessary execution of delivery, collection and disposal services as described below. The competitor will be selected according to the “best value for money” offered for monitors typology meeting the minimum requirements specified in **Annex G**. If positively evaluated, according to the requirements and the specified evaluation criteria in section **3.14** of this document, the competitor shall be awarded the contract.

### 2.2 Object of the Tender Procedure

Object of this Tender Procedure is:

- 1) The supply of monitors and accessories.
- 2) A delivery service, including transportation and portorage to the IT office, currently located at **Villa Il Poggiolo**, Piazza Edison, 11 – 50133 Firenze (FI).
- 3) A collection and disposal service of the old monitors owned by the Institute being replaced, to be sold for €1 (one euro) each, to the Company awarded the tender.

Kindly note that the maximum number of old monitors, owned by the Institute, to be disposed can be equivalent to the number of new monitors being supplied by the company. The old monitors will be sold at the price of €1 (one euro) each. The old monitors can be sold in a working or defective condition. Supposedly, the Institute might raise two purchase orders a year and, to avoid any EUI stock room saturation, it is requested to perform the collection and disposal activity of the old monitors at least in two different batches per year as well.

The Institute will reserve the right to request monitors with different characteristics than the one specified in the tender in case of individual or ad-hoc purchasing.

In case current models should be replaced by newer models during the contract execution, price variation percentage cannot exceed 10% of the previous model cost. At the end of the five years, the individual monitor price cannot increase of more than 30% from the original price defined during the tender for that specific monitor typology. Price review is governed by **Article 1.3.2** of the Draft Contract (**Annex L**).

Every 6 (six) months, the Institute will produce a document containing at least 4 (four) references to publicly available prices for similar or identical products to the ones offered by the Company. In case the offered price will be 15% higher than the average price found on Internet price comparison engines/tools (such as [www.trovaprezzi.it](http://www.trovaprezzi.it)) or other public sources previously agreed and communicated, the Institute will request a price adjustment or, in case of a negative response, the termination of the contract.

For each order, the Institute might purchase monitors of the three specified typologies in different quantities or buy only monitors of the same typology.

Competitors can propose different brands for the three monitors typology, therefore it is not necessary to provide a single brand for all the proposed monitors.

### 2.3 Conformity

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

The Company must ensure that all equipment conforms to 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 to the rules envisaged by Italian law.

The equipment provided shall conform to 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 or equivalent 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>.

### 2.4 Delivery of monitors and accessories

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) Each monitor shall be delivered directly to and, in case of failure, collected from the IT office, currently located at Villa Il Poggiolo, Piazza Edison 11, 50133 Firenze (FI).
- b) The Delivery Receipt signed by the Contracting Authority or the person acting on its behalf shall confirm receipt of the equipment.

- c) The monitors must be delivered to the Institute within 10 (ten) working days since the purchase order date.

## 2.5 Technical Support and Maintenance Services

Every monitor must be provided with a three-year Next Business Day (NBD) warranty provided by the manufacturer. The warranty must be activated by the company just before the delivery to the Institute. Twice a year the Institute will send a communication to the Company requesting the collection and the disposal of the old EUI monitors. Within three (3) working days the Company must officially agree on the specified date for the collection or propose an alternative date. The Company can't propose an alternative date postponing more than 10 working days the EUI initial requested date. Each disposed monitor will be sold by the Institute to the Company for €1 (one euro). Monitors can be either in working state or faulty. The Company cannot refuse to collect any of the agreed monitors to be disposed.

The specific tender shall be rejected if the EUI establishes that the Contractor has conflicting interests which may negatively affect performance of the specific contract.

## 2.6 Costs and Obligations to be borne by the Company

The Company shall be entirely responsible for the supply of goods 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)**.

## 2.7 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.

## 2.8 Contract Supervisor

The Company shall appoint a Supervisor entrusted with the supervision of the supply and related services 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 official appointment of a Supervisor is a condition for the signing of the Contract.

The Supervisor shall ensure that the supply of goods and related services 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 supply of goods and related services 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 4.2 and 4.3** 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:

- dealing with the Contracting Authority;
- ensuring compliance with **Article 2.5 "Technical Support and Maintenance Services"**
- managing complaints on the part of the Contracting Authority for any disruption or delay in service.

## **2.9 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 the Contract Supervisor not being replaced during vacation, illness, etc. (see **Article 2.8**), the Company shall be charged a penalty of **€ 100** for each day of delay.
2. In the event of delayed collection of the replaced monitors to be disposed (**as specified in Article 2.5**), the Company shall be charged a penalty of **€ 100**, for each working day of delay from the agreed collection date.

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).

### 3 CHAPTER III – SUBMISSION AND EVALUATION OF OFFERS

#### 3.1 Procedures for Submitting an Offer

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 **12 noon on 18/11/2019** (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.Tender2-19@EUI.eu](mailto:ICTS.Tender2-19@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/2019/002**;
- The title: **Open Call for Tenders for the Supply of Monitors 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.

### 3.2 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 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.

4. Qualifications, documents and certificates required to prove that the Company is in possession of all **General requirements** as stated in **Article 3.11**.
5. 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 3.12**.
6. 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.
7. 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.**

### 3.3 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 (A1.1 in Table 1 of Article 3.14 in this document;

2. **Curriculum Vitae** of the Supervisor
3. **Annex E** (Summary of the Technical Offer) duly filled out;
4. **Annex G** (Monitors Minimum Technical Requirements) initialled for acceptance;
5. Copy of the ISO 9001 certificate (or equivalent) of the manufacturer(s) of the monitors proposed

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

The report shall not be longer than **2 (pages) pages, A4 format**, clearly describing every element useful to evaluate the service. Following the outline given in **Annex E**, the report must be such as to make it easy to identify and evaluate the technical, operational, qualitative characteristics specified in the STS.

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

- Provision of the Services (A1): detailed description of the delivery service; detailed description of the collection and disposal activity of replaced monitors.

The Technical Offer shall contain the technical specifications of the proposed monitor models (three different monitors typology), compatible with the minimum requirements described in **Annex G**.

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.

### **3.4 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 monitor models indicated in the technical offer (only one model per different typology). All prices shall be net prices, excluding VAT.

Each Economic Offer submitted shall be assessed exclusively according to the parameters described in 3.14.

As in **Annex E**, it will be necessary to provide the following information:

- Producer or Brand Name
- Model Name
- Technical Specifications
- Price offered
- Detailed price of the accessories

### 3.5 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.).

### 3.6 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](http://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.Tender2-19@EUI.eu](mailto:ICTS.Tender2-19@EUI.eu) and sent no later than **3 pm on 11/11/2019**. 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 names of the Tenderers to whom the contract is awarded 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 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](http://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.

### 3.7 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 3.1**).

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

### 3.8 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. 19/2018](#)).

**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.

### 3.9 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 3.8** 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.

### 3.10 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**.

### 3.11 General Requirements

The following documents shall be submitted with the Administrative Offer (envelope no. 1):

- 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.

### 3.12 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 supply of goods and related 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:
- i. Civil Liability insurance: with a ceiling of at least **€1.5 million**
  - ii. Civil Liability Insurance for Service Provider: with a ceiling of at least **€1.5 million**
- j) Audited accounts for the last three years (or self-certification to demonstrate company reliability), 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 (**2016-2017-2018**), the company's annual turnover, excluding VAT, was not lower than **€700.000,00 (seven hundred thousand)** per year. Such turnover amount is requested in order to guarantee, on a five years contract prospect, the necessary guarantee and the requested reliability to grant, for crucial goods like high tech equipment, the appropriate safeguard for the Institute correct and continuous productivity.
- n) Declaration that the company is currently executing and/or has executed over the previous three-year period (**2016-2017-2018**) 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 (**2016-2017-2018**), 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 **€20.000,00 (twenty thousand)**, 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.
- The Institute reserves the right to carry out sample checks to ascertain the truthfulness of Tenderers' declarations.

### 3.13 Award Criteria

Only those Offers that meet all the requirements listed in **Articles 3.11 and 3.12** above shall be eligible for the next stage of the procedure, the technical and qualitative evaluation.

The Contract shall be awarded according to the following criteria:

- Lowest price
- Quality and completeness of services and equipment offered

**The first tenderer obtaining the highest score will be awarded the contract. It will be necessary to obtain one point in each requirement (A1.1 and A1.2) of the A1 section (Qualitative aspects) of Table 1 in Article 3.14, on pain of exclusion.**

In the evaluation of A1 parameters (Qualitative aspects) the Committee shall assign a score at its own discretion, providing motivations for its evaluation.

Out of a maximum score of **100**, each Offer shall be awarded points according to the following parameters:

<b>Maximum score</b>	
TECHNICAL AND QUALITATIVE ASPECTS, <b>Q</b>	<b>30/100</b>
ECONOMIC OFFER EVALUATION, <b>P</b>	<b>70/100</b>

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**:

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

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

### 3.14 Assigning Points for Technical, Qualitative and Economic Aspects of the Service

In evaluating the technical, qualitative and economic aspects of the supply of goods and related services, the Committee shall use the scores shown in **Table 1**.

Classification will be based on the highest score (provided that minimum technical requirements are met).

**Obtaining 0 (zero) points in any section of A1 (Qualitative aspects) will lead to exclusion from the tender.**

A1 sections scores are calculated with the following formula: *Max Score \* Coefficient* (eg. 15 \* 0,75) = **11.25**

Table 1: TECHNICAL, QUALITATIVE AND ECONOMIC ASPECTS					
DESCRIPTION			MIN. SCORE	MAX. SCORE	
<b>A1</b>	<b>QUALITATIVE ASPECTS:</b>				
	<b>A1.1</b>	DELIVERY, REPLACEMENT AND DISPOSAL PLAN		<b>0</b>	<b>15</b>
	<b>A1.2</b>	EVALUATION OF THE TECHNICAL COMPONENTS OF THE PROPOSED MONITORS		<b>0</b>	<b>15</b>
<b>A2</b>	<b>EVALUATION OF THE PRICE (WARRANTY, DELIVERY AND DISPOSAL SERVICES INCLUDED) OF THE PROPOSED MODELS</b>				

Table 1 – Scores for Technical, Qualitative and Economic Aspects

As far as criterion **A1.1** is concerned, coefficients shall be assigned according to the following Table 2:

Table 2: A1 Parameters scoring		
EVALUATION	DESCRIPTION	COEFFICIENT
Excellent	Well-structured service developing clearly, precisely and thoroughly the topic requested, and bringing added value with respect to the Contracting Authority's expectations as specified in 2.5.	1,00
Good	Well-structured service developing clearly, precisely and thoroughly the topic requested, in line with Contracting Authority's expectations as specified in 2.5.	0,75
Satisfactory	Acceptable service, clearly defined modalities but not in line with Contracting Authority's expectations as specified in 2.5	0,50
Unsatisfactory	Project that is vague, lacking and inadequate.	0

As far as criterion **A1.2** is concerned, 0 points (and subsequent exclusion from the tender) are assigned to models that do not meet at least one of the minimum technical requirements specified. Models exceeding the minimum technical specifications are awarded with a maximum of 15 points, depending on the number of components exceeding the expectations defined in **Annex G**. The evaluation of the components is purely quantitative (eg. more USB ports than expected, more input sources, higher webcam resolution or other significant additional features)

EVALUATION	DESCRIPTION	COEFFICIENT
Does not meet the minimum requirements	At least one component is below the minimum acceptable level and the proposed model cannot be accepted by the Institute.	0
Meet the minimum requirements	All the minimum requirements in Annex G are satisfied	0,50
One component exceeds the minimum requirements	All the minimum requirements in Annex G are satisfied and one component provided has significantly higher specifications than requested	0,75
Two or more components go beyond the minimum requirements	All the minimum requirements in Annex G are satisfied and two or more components provided have significantly higher specifications than requested	1,00

As far as criterion A2 is concerned, the Evaluation Committee will select the candidate proposing the most economical monitors, including the three years Next Business day warranty and the costs of the delivery and disposal service (to be detailed in the **Annex F**), provided that criteria defined in **Annex G** are respected. Each model typology price will have a different weight in the calculation of the final economical scoring (weighted average) as per table below:

Monitory Category	Price weight
Category A Monitors (up to 22.5 inches)	40
Category B Monitors (up to 24.5 inches)	50
Category C Monitors (up to 27.5 inches)	10

Therefore, the **price offered** will be calculated as follows:

$$\frac{((\text{Category A Price} * \text{Price weight}) + (\text{Category B Price} * \text{Price weight}) + (\text{Category C Price} * \text{Price weight}))}{(40+50+10)}$$

For example, if the Category A Monitor will be proposed at 150 euros, B at 230 and C at 300 euros, the price offered will be calculated as:

$$\frac{(150 * 40) + (230 * 50) + (300 * 10)}{(40 + 50 + 10)}$$

### 3.15 Assigning Points in Relation to Price Offered

The maximum score achievable for the price **P (70 points)** will be awarded to the Tenderer who offers the best cumulative 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:

$$P = 70 \times \frac{\text{Best price}}{\text{Price offered}}$$

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

### 3.16 Indicative Timeline of the Tender Procedure

The indicative timeline for this tender procedure is summed up in **Table 5**:

INDICATIVE TIMELINE OF THE TENDER PROCEDURE	
TABLE 5	
Description	Date
Launch of the tender procedure	15/10/2019
Deadline for Submission of Queries or Clarification Requests	11/11/2019 3 pm
Deadline for Submission of Offers	18/11/2019 12 noon
Announcement of Results	By 20/01/2020
Signing of Contract	Not less than 14 days after announcement of results

Table 3 - Indicative Timeline of the Tender Procedure

## 4 CHAPTER IV – FINAL PROVISIONS

### 4.1 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. 19/2018](#), 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**.

### 4.2 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.

### 4.3 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 supply of goods and related services and verify the results;
- propose to the Responsible Officer, see **Article 4.2** above, the application of penalties and, if necessary, the termination of the contract;
- check all invoices issued by the Company, initialling them in approval.

### 4.4 Final Provisions and Annexes

These Special Tender Specifications consist of **22 Pages** and **7 Annexes (A-L)**, 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:**

- Annex A: Checklist
- Annex B: Request to Participate in the Tender
- Annex C: Declaration on Honour Concerning Legal Status
- Annex E: Summary of Technical Offer
- Annex F: Economic Offer Form
- Annex G: Minimum Technical Requirements
- Annex L: Draft Contract

Signature of Legal Representative

Company's stamp