



European  
University  
Institute

INFORMATION  
AND  
COMMUNICATION  
TECHNOLOGY  
SERVICE

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

Ref: ***CFT-EUI-ICTS-2019-001***

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YEAR 2019

## 1 Summary

1	Summary .....	2
1	CHAPTER I – GENERAL CONDITIONS .....	3
1.1	Presentation of the European University Institute .....	3
1.2	Definitions .....	3
1.3	Object of this Tender Procedure .....	3
1.4	Information on the Contract.....	4
1.5	Legal Obligations to be borne by the Company .....	5
2	CHAPTER II – DESCRIPTION OF SERVICES REQUIRED .....	6
2.1	Description of Services .....	6
2.2	Object of this Tender Procedure .....	6
2.3	Conformity.....	6
2.4	Delivery of laptops and accessories .....	7
2.5	Technical Support and Maintenance Services .....	7
2.6	Costs and Obligations to be borne by the Company .....	8
2.7	Patents and Copyright .....	8
2.8	Contract Supervisor.....	8
2.9	Breaches, Non-compliance and Penalties.....	9
3	CHAPTER III – SUBMISSION AND EVALUATION OF OFFERS .....	10
3.1	Procedures for Submitting an Offer .....	10
3.2	Administrative Documents (ENVELOPE no. 1) .....	11
3.3	Technical Offer (ENVELOPE no. 2) .....	11
3.4	Economic Offer (ENVELOPE n. 3).....	12
3.5	Further Documentation (ENVELOPE no. 4) .....	13
3.6	Further Information concerning the Submission of Offers .....	13
3.7	Opening of Offers.....	14
3.8	Grounds for Exclusion .....	14
3.9	Documents proving eligibility in relation to the grounds for exclusion .....	15
3.10	Selection Criteria.....	15
3.11	General Requirements .....	15
3.12	Technical, Economic and Financial Capacity Requirements .....	16
3.13	Award Criteria.....	16
3.14	Assigning Points for Technical, Qualitative and Economic Aspects of the Service.....	18
3.15	Assigning Points in Relation to Price Offered .....	19
3.16	Indicative Timeline of the Tender Procedure .....	19
4	CHAPTER IV – FINAL PROVISIONS .....	21
4.1	General Information.....	21
4.2	Responsible Officer of the Contracting Authority .....	21
4.3	Reference Person for the Contract of the Contracting Authority .....	21
4.4	Final Provisions and Annexes .....	21

## 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).

“Laptop” shall mean electronic mobile devices such as laptops, tablets and other portable / lightweight IT devices.

### 1.3 Object of this Tender Procedure

The Institute is launching this tender procedure in order to enter into a “Framework Contract with re-opening” with a minimum of three (3) and a maximum of five (5) companies that will be awarded the tender for the supply of laptop devices, and a number of related services, at the European University Institute premises.

The main object of the tender is, therefore, the supply, delivery and assistance (in case of technical failures within the first 30 days from delivery) of laptop computers compliant with the minimum technical requirements described in Annex G, equipped with Microsoft Windows 10 operating systems and from brands belonging to the top 6 of the world market share in 2018 (Table 1:

<https://www.gartner.com/en/newsroom/press-releases/2018-10-10-gartner-says-worldwide-pc-shipments-experienced-flat-growth-in-the-third-quarter-of-2018>), see **Annex R**

**Apple computers are excluded from this tender.**

The details regarding the types of laptops 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 with re-opening”, the Company shall undertake to provision laptop computers and related accessories. The required services to be provided to the Institute are:

- 1) Delivery of laptop computers;
- 2) Laptops assistance and replacement service in case of hardware failures or non-compliance with the ordered item, within 30 days from the delivery date.

The aforementioned products and services shall be provided according to the modalities and conditions defined in the current “Framework Contract Agreement with re-opening” and in the individual contracts.

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

- Best economic offer for a laptop model meeting the minimum requirements specified
- Quality and completeness of services and equipment offered.

The Institute shall require the selected companies to respond, through an offer, to the individual requests issued by the Institute for the provisioning of any kind of electronic mobile devices (laptops, tablets and other portable / lightweight IT devices) and accessories.

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

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

**1.4 Information on the Contract**

Type of contract	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
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	<p>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	<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> ).
Submission of Offers	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.
Presumed amount of tender	<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 potential number of laptops to be provided to the institute is about 40 (forty) per year for an average of 40 users requesting the goods.</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 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 with re-opening, a minimum of three (3) and a maximum of five (5) competitors for the provisioning of laptop computers and accessories. The competitors will be selected according to the “best value for money” offered for a laptop meeting the minimum requirements specified. 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 and will be able to respond to the subsequent requests issued by the Institute within the individual Purchase Orders, providing, where applicable, an economic offer for every item requested by the Institute.

For each subsequent individual request raised by the Institute, the company providing the best price will be awarded the Purchase Order. In case only one company provides an offer, it will be automatically awarded the Purchase Order.

**Please note that only brands belonging to the top 6 of the world market share in 2018 are accepted and all other brands proposed will be excluded automatically**

**<https://www.gartner.com/en/newsroom/press-releases/2019-01-10-gartner-says-worldwide-pc-shipments-declined-4-3-perc> , table 1 - rank as of 4<sup>th</sup> quarter of 2018): see Annex R**

### 2.2 Object of this Tender Procedure

- 1) The supply of laptops and accessories.
- 2) A delivery service, including transportation and portage to the IT office, currently located at **Villa Il Poggiolo**, Piazza Edison, 11 – 50133 Firenze (FI).
- 3) A collection service for defective, damaged or non-conforming equipment within 30 (thirty) days from the delivery date of the equipment to the Institute premises.

### 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 laptops 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 laptop 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) In the individual contracts, the company shall undertake to declare a delivery date of the requested item.

#### **2.5 Technical Support and Maintenance Services**

Every laptop 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. In case of hardware failures, technical problems or missing components/accessories in the original package, experienced within 30 days from delivery to the Institute, the Company shall collect and replace the laptop with a new and identical one, within the next five (5) working days following notification of the problem to the Company.

Within five (5) working days of a request for supplies being sent by the EUI to the contractors, the EUI shall receive the specific offer back, duly signed and dated. In the event of failure to observe these conditions the Contractor shall be considered to waive its participation in the specific competition. The EUI may sign a purchase order with the Contractor who has submitted the best offer on the basis of the award criteria set out in the tender specifications.

Within five (5) working days of a Purchase Order being sent by the EUI to the Contractor, the EUI shall receive it back, duly signed and dated. The period allowed for the execution of the tasks shall start to run on the date indicated in the Purchase Order.

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 delayed collection and replacement service within the first 30 days from delivery (**as specified in Article 2.5**), the Company shall be charged a penalty of **€ 25**, for each working day of delay;
2. 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.

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 03/05/2019** (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.Tender1-19@EUI.eu](mailto:ICTS.Tender1-19@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/2019/001**;
- The title: **Open Call for Tenders for the Supply of Laptops 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 and A1.2 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** (Laptops Minimum Technical Requirements) initialled for acceptance;
5. Copy of the ISO 9001 certificate (or equivalent) of the manufacturer of the laptop proposed

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

The report shall not be longer than **5 (five) 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 and replacement service in case of laptop problems

The Technical Offer shall contain the technical specifications of the proposed laptop model, compatible with the minimum requirements described in **Annex G**.

Only brands belonging to the top 6 of the world market share in 2018 are accepted as per Annex R (<https://www.gartner.com/en/newsroom/press-releases/2019-01-10-gartner-says-worldwide-pc-shipments-declined-4-3-perc> , table 1 - rank as of 4<sup>th</sup> quarter of 2018)

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 laptop model indicated in the technical offer. 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
- Proposed configuration
- 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.Tender1-19@EUI.eu](mailto:ICTS.Tender1-19@EUI.eu) and sent no later than **3 pm on 24/04/2019**. 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 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.

### 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 **€5 million**
  - ii. 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 (**2016-2017-2018**), the company's annual turnover, excluding VAT, was not lower than **€1.000.000 (one million)** 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 **€50.000,00 (fifty 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 five (5) tenderers obtaining the highest score will be awarded the contract. It will be necessary to obtain one point in each requirement (A1.1, A1.2 and A1.3) of the A1 section (Qualitative aspects) of Table 1 in Article 3.14, on pain of exclusion. In case of identical score, the maximum number of selected tenderers will be extended to include all the companies that have obtained the highest five (5) scores.**

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:

Maximum score	
TECHNICAL AND QUALITATIVE ASPECTS, <b>Q</b>	<b>60/100</b>
ECONOMIC OFFER EVALUATION, <b>P</b>	<b>40/100</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. 20 \* 0,75) = 15*

DESCRIPTION		MIN. SCORE	MAX. SCORE
<b>A1</b>	<b>QUALITATIVE ASPECTS:</b>		
	<b>A1.1</b> DELIVERY PLAN	<b>0</b>	<b>20</b>
	<b>A1.2</b> PLAN FOR COLLECTION OF FAULTY OR DEFECTIVE ITEMS WITHIN 30 DAYS	<b>0</b>	<b>20</b>
	<b>A1.3</b> EVALUATION OF THE TECHNICAL COMPONENTS OF THE PROPOSED LAPTOP	<b>0</b>	<b>20</b>
<b>A2</b>	<b>EVALUATION OF THE PRICE (WARRANTY INCLUDED) OF THE PROPOSED MODEL</b>		

*Table 1 – Scores for Technical, Qualitative and Economic Aspects*

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

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

As far as criterion **A1.3** 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 15 or 20 points, depending on the number of components exceeding the expectations defined in **Annex G**. The evaluation of the components is purely quantitative (eg. more RAM then expected, more powerful CPU, bigger display)

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 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 higher specifications than requested	1,00

As far as criterion A2 is concerned, the Evaluation Committee will select the candidates proposing the most economical laptops, including the three years Next Business day warranty, provided that criteria defined in **Annex G** are respected.

### 3.15 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.

### 3.16 Indicative Timeline of the Tender Procedure

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

TABLE 4	
Description	Date
Launch of the tender procedure	28/03/2019

<b>Deadline for Submission of Queries or Clarification Requests</b>	<b>24/04/2019 3 pm</b>
<b>Deadline for Submission of Offers</b>	<b>03/05/2019 12 noon</b>
<b>Announcement of Results</b>	<b>By 07/06/2019</b>
<b>Signing of Contract</b>	<b>Not less than 14 days after announcement of results</b>

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 **8 Annexes (A-R)**, 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
- Annex R: List of acceptable brands as per Gartner “Worldwide PC Vendor Unit Shipment Estimates for 4Q18”

Signature of Legal Representative

Company's stamp