

INVITATION LETTER TO TENDER

Subject: Open tender for the provision of a dark fibre service to connect the seats of the European University Institute.

Ref.: **OP/EUI/ICTS/2020/001**

1. General information

The European University Institute (EUI), an international organization established by a Convention (<http://www.eui.eu/About/Convention.aspx>) dated 19/04/1972, ratified by Member States of the European Community, with the aim of providing advanced academic training for doctoral researchers and for post-doctoral research in the field of social sciences (<http://www.eui.eu>), is pleased to invite you to submit a tender for the service specified in the above subject, whose estimated value is €150.000 (one hundred and fifty thousands/00) for a total period of 5 years.

The tender documentation consists in this letter, the draft service contract, the special tender specifications and the Annexes including: *technical offer, economic offer, Declaration on honour, etc.*. This documentation is available for download at: www.eui.eu/About/Tenders/Index.aspx.

2. Conditions for participation to tender

If you are interested in this contract, you should submit a tender in one of the official languages of the European Union (with preference for the use of English) provided you comply with the conditions for participation to tenders as set out in Article 3.4 of President's Decision N° 19/2018 of 16 May 2018 implementing title V concerning procurement of the EUI's Financial Rules (Public Procurement Regulation), available for consultation at: www.eui.eu/About/Tenders/Index.aspx.

3. Submission of tenders

Tenders must be submitted exclusively on paper and must be placed inside two sealed envelopes, as indicated below (Double envelope system).

Tenders must be submitted to:

- a) either by post or by courier service not later than **12.00 (CET) on 18/12/2020**, to the address indicated below, in which case the evidence of the date of dispatch shall be constituted by the date of dispatch, the postmark or by the date of the deposit slip.
- b) or delivered in person by the tenderer or candidate in person or by an agent to the premises of the Institute no later than **12.00 (CET) on 18/12/2020** to the address

indicated below. In this case, the tenderer must obtain a proof of receipt, signed and dated by the EUI's agent in the Protocol Office who took delivery.

The EUI's Protocol Office is open from Monday to Friday during business hours between 8.30 -13.00 and 14.00 - 17.00. It is closed on Saturdays, Sundays and EUI public holidays and closure days.

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

Tender procedure: **Open tender for the provision of a dark fibre service to connect the seats of the European University Institute.**

Ref.: **OP/EUI/ICTS/2020/001**

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

The inner envelope must bear, in addition to the name of the Service to which it is addressed, as indicated in the invitation to tender, the words 'Call for tenders — Not to be opened by the internal mail service'. If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across that tape.

The outer envelope must be sealed with adhesive tape and signed across the tape. The outside of the envelope must give the following information:

- the code referring to this tender procedure: **OP/EUI/ICTS/2020/001**;
- the name of the Service to which it is addressed to:
ICTS - Information and Communication Technology Service;
- the caption 'Call for tenders — Not to be opened by the internal mail service';
- the name of the Tenderer;

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

The content of the inner envelope must be subdivided into 3 (three) envelopes, according to the following instructions:

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 n. 1 original, n. 1 paper copies (clearly distinguishable from the original) and n. 1 digital copy (e.g. pendrive) of the following documents:

- Check List** compiled and duly signed (Annex A).
- Declaration on Honour on exclusion criteria and absence of conflict of interests**, 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.

- c. 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 full signature of the owner or Legal Representative on the last page.
- d. **In the case of pre-existing TGC:** a special collective mandate with representation given by the principals, resulting from authentic private agreement documentation, or certified copies thereof. Proxy must be given to the legally representative agent as well as the company in a statement issued by the company concerning the elements of the service to be carried out by the individual companies, including the mandated company.
- In the case of not yet established TGC:** the commitment, if awarded the contract, to confer the special collective mandate with representation by one party (to be explicitly specified) as qualified agent, who will sign the contract in the name and on behalf of the principals, including an indication of the elements of the service to be carried out by individual companies, including the mandated company (or designated as such). Participation by companies competing singling and also as part of an TGC is not permitted, **under penalty of exclusion** from the tender for both the company and the TGC concerned. It is further not allowed the participation of businesses, including as TGC, in situations of control (either as a parent or subsidiary) pursuant the regulation in force, with other companies participating in the tender individually and as members of TGC, **under penalty of exclusion** from tender for both the parent company and their subsidiaries, as well as the TGC which may participate.
- e. **A provisional bid bond** of 2% of the estimated value of the tender, that amounts to € 3.000,00 (three thousand/00).

The bid bond shall be:

- a bank guarantee or insurance policy or a policy issued by financial brokers included in the registers of authorized brokers. The bid bond provides a guarantee against the risk that the contract may not be signed.

The bid bond shall be operational within 15 (fifteen) days, upon a simple written request by the Contracting Authority, and must have a validity of 180 (one-hundred-and-eighty) days from the deadline for submission of bids. The bid bond shall further contain the clause that it will only cease to be valid once the Contracting Authority has issued a specific release statement, even after the expiry date as described above. The bid bond must also envisage the waiver of the right to enforce prior payment from the main debtor.

No form of bid bond other than the above-mentioned will be accepted. Any tenderer submitting a guarantee issued by financial brokers that the Bank of Italy has forbidden from undertaking new transactions shall be excluded from the tender procedure.

- f. **Chamber of Commerce company registration.**
- g. **Antimafia selfcertification or equivalent certification.**
- h. **Copy of the Insurance policies** stipulated by the tenderer.

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 n. 1 original, n. 1 paper copies (clearly distinguishable from the original), and n. 1 digital copy (e.g. pendrive, etc.) of the detailed description of the services offered and the CVs of the candidates, as requested in the form *Annex D* on pain of exclusion.

The Technical Offer (*Annex D*) shall be signed by the Tenderer's Legal representative.

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

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 n. 1 original, n. 1 paper copies (clearly distinguishable from the original), and n. 1 digital copy (e.g. CD, DVD, pendrive, etc.) of the Economic Offer, to be detailed in the form *Annex E*, and signed by the Company's Legal representative.

4. Signature and legibility of tender documents

All tenders must be:

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

All Tenderers are required to notify the Institute that they have sent a bid by writing to the e-mail address: ICTS.Tender1-20@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 strictest confidentiality.

5. Joint venture or consortium

If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must

designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the European University Institute in its capacity as Contracting Authority.

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

6. Period of validity of submitted tenders

The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is 6 (six) months from the deadline for the submission of tenders indicated in point 3 (three) of the present invitation letter.

7. Legal obligations related to the submission of a tender

Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the tender specification and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions.

Submission of a tender implies acceptance of all the dispositions set up High Council Decision n. 6/2015 4 December 2015 laying down the EUI Financial Rules and in President's Decision n. 19/2018 16 May 2018 implementing Title V concerning Procurement of the EUI'S Financial Rules (Public Procurement Regulation), that are available for consultation at the following link: <http://www.eui.eu/About/Tenders/Index.aspx>.

Submission of a tender is binding on the tenderer to whom the contract is awarded for the duration of the contract.

8. Costs

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

9. Contacts

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

- Before the deadline for submission of tenders, as indicated in point 3:

- At the initiative/request of tenderers, the Institute may communicate additional information solely for the purpose of clarifying the nature of the contract. Such information shall be communicated on the same date to all interested tenderers.

Any requests for additional information must be made in writing only to ICTS.Tender1-20@EUI.eu, no later than 5 (five) working days before the deadline for submission of tenders.

The contracting authority is not bound to reply to requests for additional information received less than 5 (five) working days before the final date for submission of tenders.

- The Institute, may, on its own initiative, contact the tenderers, if it discovers an error, a lack of precision, an omission or any other type of clerical defect in the text of the contract notice, invitation to tender or specifications and will inform all the persons concerned on the same date and in a manner identical with that applicable in respect of the original invitation to tender.
 - Any additional information including that referred to above will be posted on www.eui.eu/About/ProcurementattheEUI/Callfortenders.aspx. The website will be updated regularly and it is your responsibility to check for updates and modifications during the tendering period.
- After the opening of tenders:
 - If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the tender must be corrected, the responsible officer may contact the tenderer(s), provided that any clarification that may originate from such contact shall not lead to any alteration of the economic and technical terms of the submitted tender.

10. Waiver

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

11. Right of the Institute to cancel the procedure

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

12. Alteration or withdrawal of tenders

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

13. Ownership of tenders

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

14. Award notice and information to tenderers

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

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

15. Data Protection Policy

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to the EUI's Data Protection Policy pursuant to the EUI rules on Data Protection available at: <https://www.eui.eu/About/DataProtection>).

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

16. Dispute settlement

Any dispute relating to a procurement procedure under the present rules shall be submitted in good faith by either party to mediation under the International Mediation Rules of the Milan Chamber of Arbitration. The request for mediation shall be submitted in writing to the Secretariat of the Milan Chamber of Arbitration at the latest within 13 (thirteen) days from the notification of the results of the adjudication pursuant to Article 44 of the EUI's Public Procurement Regulation (outlined in EUI President's Decision No. 19/2018 of 16 May 2018).

If for any reason the dispute remains unsettled 60 (sixty) days after the request for mediation, it shall be subject to arbitration under the Rules of the Milan Chamber of Arbitration to be commenced within the following 30 (thirty) days. The seat of the arbitration shall be Milan and the language of the arbitration shall be English. The award shall be final and binding.

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

17. Applicability of the Protocol on the Privileges of the European Institute

The tenderer shall take cognizance of the fact that the European University Institute, founded with the [Agreement](#) of 19/04/1972 (*Law no. 920 of 23/12/1972 published in Official Journal no. 19 of 23/01/1973*) and ratified by the Member States of the European Community with a Protocol on the privileges and immunities in accordance with the *Headquarters Agreement between the Government of the Italian Republic and the European University Institute (Presidential Decree no. 990 of 13/10/1976, published in Official Journal no. 47 of 19/02/1977)* together with *Additional Protocols (Law no. 505 of 27/10/1988, published in Official Journal no. 273 of 21/11/1988 and Law no. 182 of 21/11/2014, published in Official Journal no. 289 of 13/12/2014)*, shall benefit from the privileges and immunities of an international organization and therefore, to realize its objectives, is not subject to the jurisdiction of the Italian State.

In accordance with Article 3 of the Headquarters Agreement, the laws of the Italian Republic shall apply except where these are incompatible with the international and domestic legislation to which the European University Institute is subject, including its privileges and immunities.

18. Acceptance of Rules

By participating in this procurement procedure the tenderer is to be bound to the above stated rules and regulations of the EUI.

Florence, 13/11/2020

David Scott
Director of ICT Service of the EUI
(Original Signed)