



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

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YEAR 2020

Summary

CHAPTER I - GENERAL CONDITIONS	4
1. Presentation of the European University Institute	4
2. Definitions	4
3. Object of the Procedure.....	4
5. Legal Obligations to be borne by the Company.....	5
CHAPTER II - DESCRIPTION OF SERVICES REQUESTED.....	7
Part I - Specific characteristics of the Services	7
6. Description of the Services	7
6.1 Object of the Contract	7
6.2 Details on the Institute's Seats.....	7
6.3 Technical Requisites of the Optical Fibre	8
6.4 Optical Specifications of the Fibre and Mandatory Threshold Values	9
6.5 Technical Specifications of Connectors	9
6.6 Restrictions on the Paths of the Routes	9
6.7 Delivery Times and Implementation Plan	10
6.7.1 Service Delivery Time Frame.....	10
6.8 Activities in the Run-up to Implementation	11
6.9 Technical Investigations.....	11
6.10 Permits for Excavation and/or Laying of Fibre	11
6.11 Implementation Plan	12
6.12 Verification of Service Level Agreement	12
6.13 Delivery Structure.....	12
6.14 Testing and Acceptance of the Service	13
6.14.1 Delivery and Testing of the Stretches of Optical Fibre.....	13
6.14.2 Variation in the Route of the Stretches of Optical Fibre in the Delivery Phase.....	13
6.14.3 Procedures for Testing Stretches of Optical Fibre	14
6.14.4 Test Report and Acceptance Limits	16
6.15 Procedure to Deliver Fibre Optic Links	16
6.16 Maintenance and Support Services.....	17
6.16.1 Maintenance Service for the Optical Fibres	18
6.16.2 Preventive Maintenance.....	19
6.16.3 Corrective Maintenance.....	19
6.16.4 Extraordinary Maintenance	21
6.17 Ageing of the optical fibre.....	21
6.18 Scheduled Interventions	21
6.19 Management Centre and Contract Supervisor	22
6.20 Trouble Ticket System.....	23
6.21 Maintenance and Support Service Reports	23
6.22 Half-yearly Review of SLAs.....	23
6.23 Points of Contact and Escalation.....	23
6.24 Reliability of the Services Offered.....	24
Part II - General Information.....	26
7. Seats for the Execution of the Service.....	26
8. Costs to be borne by the Company	26
9. Patents and Copyright	26
10. Breaches and Penalties	27

CHAPTER III – SUBMISSION AND EVALUATION OF OFFERS	28
11. Procedures for Submitting an Offer	28
12. Further Information concerning the Submission of Offers	31
13. Opening of Offers	31
14. Grounds for Exclusion	31
15. Selection Criteria	33
16. Evaluation Criteria	34
17. Obligations after being awarded the Contract	38
CHAPTER IV – FINAL PROVISIONS	39
18. General Information	39
19. Responsible Officer of the Contracting Authority.....	39
20. Reference Person for the Contract of the Contracting Authority.....	39
21. Final Provisions and Annexes.....	39

CHAPTER I - GENERAL CONDITIONS

1. Presentation of the European University Institute

The European University Institute (EUI) is a postgraduate and post-doctoral research institute in the field of social sciences. It was established by a [Convention](#) dated 19 April 1972, ratified by the Member States of the European Community, with the aim of providing advanced academic training for doctoral researchers and of promoting research at the highest levels. The Convention setting up the EUI includes the “Protocol on the Privileges and Immunities of the EUI”.

The EUI Community numbers about 1,000 members. Researchers, academic and administrative staff are for the most part – though not exclusively – citizens of the Member States.

The EUI's headquarters are at the Badia Fiesolana, Via dei Roccettini 9, in San Domenico di Fiesole (near Florence, Italy).

For more information, please see the EUI's official website at www.eui.eu.

2. Definitions

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

By “Palazzo Buontalenti” or “Buontalenti” is meant the new seat of the School of Transnational Governance (STG).

3. Object of the Procedure

The Institute is organizing this tendering procedure to conclude with the winning company a contract for the provision of a dark fibre connection between the seat of Badia Fiesolana, situated in Via dei Roccettini 9 - 50014 San Domenico di Fiesole (nr Florence), and the new headquarters of the School of Transnational Governance, known as Palazzo Buontalenti, located in Via C. Cavour 63 - 50127 Florence (FI).

The details regarding the types of installations 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 existing premises are listed in Article 7).

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

4. Information on the Contract

Type of contract	<p>The 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 Annex H, supplemented by these STS and all annexes, the Invitation to Tender Letter and the Offer submitted by the Company as its tender, including all the annexed documentation.</p> <p>Any comment and/or request for clarification as to the meaning and/or interpretation of the Draft Contract must be clearly formulated, explaining the motive for the query, and submitted before the deadline given in Article 17. Should the Institute not receive any query or request for clarification within the deadline, the content of the Draft Contract shall be implicitly considered fully accepted.</p> <p>The Contract shall NOT be assigned to third parties.</p>
Duration	<p>60 (sixty) consecutive months, starting from the date the contract is signed, except for the terms laid out in the termination clauses (see Article II.14 in the Draft Contract in Annex H).</p>
Submission of Offers	<p>Tenderers shall submit ONE offer only.</p> <p>Temporary Groups of Companies (TGC) and Temporary Associations of Companies (TAC) are NOT PERMITTED to submit an Offer.</p>
Presumed amount of tender	<p>The maximum presumed amount of the tender is €30.000,00 (thirty thousand /00) per annum, excluding VAT, for a total amount of €150.000,00 (one hundred fifty thousand/00) for the 5 (five) years of overall duration of the contract.</p> <p>The amount was established on the basis of a preliminary market survey.</p> <p>This estimate is to be considered valid only for the purpose of establishing the presumed overall value of the tender. It shall not, therefore, be taken as a guarantee of the future contract's volume, nor shall it in any way be binding on the Institute.</p> <p>The amount of the tender includes all those services envisaged in these STS and in the documentation submitted by the Company in its bid, including any improvements the Company's Offer may have proposed, as well as any other direct or indirect cost that may be incurred in the satisfactory provision of said supply of goods and related services.</p>

5. Legal Obligations to be borne by the Company

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



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

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.

The Company shall comply with all obligations towards the environment, as envisaged in the legal requirements and provisions relating to environmental laws currently in force, taking into account the usual environmental consequences of technical works and constructing activities related to the services and/or works to be performed, fully accepting to bear all costs related to such obligations.

CHAPTER II - DESCRIPTION OF SERVICES REQUESTED

Part I - Specific characteristics of the Services

6. Description of the Services

This tender has the overall objective of ensuring the availability of a dark fibre service between the seat of the Badia Fiesolana Institute, and the new headquarters of the School of Transnational Governance in Palazzo Buontalenti.

The present Special Tender Specifications detail the information necessary to ensure that tenderers can draw up their best technical and economic proposals for the realization of a new dark link which meets the requirements specified in more detail below.

6.1 Object of the Contract

The object of this contract is the management of a service which accesses a fibre-optic link between the new Palazzo Buontalenti and the Badia Fiesolana. This connection must be highly reliable and duplex; therefore, the differentiation of the geographic routes is an important element that will be awarded points in the phase of evaluating the Technical Offer as better specified in these specifications in Art. 6.6 “Restrictions on the Routes”.

6.2 Details on the Institute’s Seats

The seats where the two dark fibre cables terminate, as already mentioned above, are the Badia Fiesolana and Palazzo Buontalenti.

Here are some details on the seats of the European University Institute to be connected:

- Badia Fiesolana - Via dei Roccettini 9, 50014 San Domenico di Fiesole (nr Florence),
- Palazzo Buontalenti - Via C. Cavour 63, 50129 Florence (FI).



Figure 1 - Direct Connection Badia - Palazzo Buontalenti

In order to make life easier for the tenderers to create an infrastructure with totally differentiated geographic routes, the Institute will make available 2 (two) pairs (4 fibres of an SMF cable), already in operation, which link the seat of the Badia Fiesolana to the Villa Salviati headquarters:

Villa Salviati, Via Bolognese 156, 50139 Florence (FI)

with a length of 2,058 metres. To be more specific, the Company shall be able to use this fibre optic cable for maximum differentiation of the paths of the routes. In this case the testing must include this existing section and the same goes for the certification process to respect the attenuation values described more fully in Art. 6.14 “Testing and Acceptance of the Service”.

Figure 2 below shows the seats involved, described for the sake of clarity in Annex I - “Coordinates of the Places Concerned by the Service”, which shows their GPS coordinates.

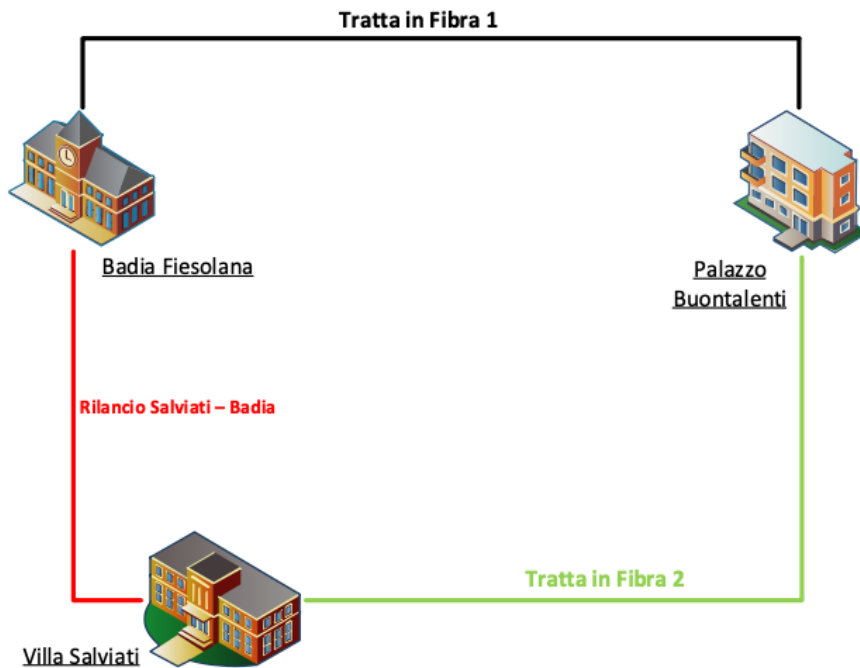


Figure 2 - Connection with a booster station at Villa Salviati

6.3 Technical Requisites of the Optical Fibre

The optical fibre that will provide the connection between the Badia Fiesolana and Palazzo Buontalenti must be of the single-mode type (SMF), non-dispersion shifted (NDSF) and respond to the characteristics specified by the **ITU-T G.652** Recommendation.

The conformity of the fibre to various ITU-T specifications will have an impact on the technical evaluation of it. In particular, a **ITU-T G.652.d** fibre will receive a higher score compared to the other types of **ITU-T G.652** fibre in which case the score will also depend on the year of laying.

The Institute considers not acceptable stretches of optical fibre which are realized using a percentage higher than 5% of the length, solutions with overhead fibres (for example those laid along power lines) or all those types of fibre carrier that undergo critical situations with respect to thermal stress or during interventions, not compatible with the service levels required by the Institute (in terms of availability and recovery times: see Art. 6.16 “Maintenance and Support Services” and the following ones).

A large number of mechanical connectors and/or fusion splices will be penalized during the technical evaluation.

The Company shall be required to indicate, for both stretches of the cable, the type of fibre, the trade name, the name of the manufacturer, the year of laying, the length, the optical characteristics of each stretch/segment in the fibre, the number of mechanical and fusion splices, see Annex D - “Technical Offer Form” and Annex G - “Table for Technical Description of the O.F. Stretches and Reliability Levels” and these same STS for details on the information required in the Technical Offer.

6.4 Optical Specifications of the Fibre and Mandatory Threshold Values

Table 1 shows the threshold values of the optical specifications required for the Institute’s optical fibre cables (threshold values are inclusive of the splices and/or connectors). Any bids whose stretches of optical fibre have values that do not satisfy the conditions specified in Table 1 shall not be taken into consideration.

Characteristics of the fibre	Threshold Value
Specific attenuation at 1550nm	≤ 0.27 dB/km
Specific polarization mode dispersion (PMD)	≤ 0.1 ps / $\sqrt{\text{km}}$
Specific chromatic dispersion (CD) at 1550nm	≤ 18 ps/(nm*Km)

Table 1

The value of the optical specifications measured for each stretch of cable must be declared. This will be used during evaluation of the offers and subsequently verified in the testing phase.

In the testing phase (Art. 6.14 “Testing and Acceptance of the Service”) the Company will be asked for certification of the values measured on site and the Institute shall verify compliance with whatever is stated in the tender bid, reserving the option to apply the penalties included in these STS and in the Contract.

6.5 Technical Specifications of Connectors

The ends of the optical fibres must include fusion splices that have been checked and the connectors must comply with the ITU-T G.671 Recommendation.

6.6 Restrictions on the Paths of the Routes

In order to ensure the construction of a connection infrastructure that is highly reliable and resilient to malfunctions, the Institute requires a *diversity in the path* of the two-way connection between its two seats.

Tenderers who propose solutions with the highest rate of diversification of the paths of the two stretches of optical fibre will receive more points during the evaluation of the technical bids, see Art. 16 “Award Criteria”. Another necessary requirement to ensure that the Technical Offer is considered valid is that the 2 sections of the connection must have a degree of differentiation in their paths greater than 75%, taking as a reference the entire length of the shorter of the two.

The aforementioned differentiation in the paths must be substantiated by appropriate cartographic documentation in GIS format. Failure to submit cartographic documentation in an electronic form shall constitute grounds for exclusion.

As already illustrated in Art.6.2 “Details on the Institute’s Seats”, the Contracting Authority shall make available to all tenderers 4 optical fibres of a 96 optical fibre cable which already connects the seat of the Badia Fiesolana to the Villa Salviati headquarters, with a length of 2,058m. This is being done with the purpose of helping tenderers formulate a Technical Offer with the greatest diversification possible of the path of the two stretches between the Badia Fiesolana and Palazzo Buontalenti which are the subject of this supply contract. Tenderers who so wish may use this optical fibre infrastructure free of charge but shall bear the burden of maintaining it in the event of a malfunction since it is an integral part of the infrastructure necessary to provide the connection service. In addition, all the technical requirements in these STS regarding the stretches of optical fibre must also be satisfied, including that of the connection between the seats of Villa Salviati and the Badia Fiesolana as prescribed by Art. 6.4 “Optical Specifications of the Fibre and Mandatory Threshold Values”. Tenderers who opt for this choice will be able to access the document **Annex J - Certification of O.F. Testing Measures. Badia Fiesolana - Villa Salviati**, which illustrates the attenuation values of the optical fibre between Villa Salviati and Badia Fiesolana 1-24, upon specific request via Q&A. And they also will be able carry out a verification of the cable connecting Villa Salviati with Badia Fiesolana using their own instruments during their technical inspections, after being awarded the contract.

6.7 Delivery Times and Implementation Plan

This chapter describes the procedure and the time frame for delivery of the supply by the successful Company (Delivery Process), which is the object of this invitation to tender, as specified better in paragraph 6.7.1.

As described in Art. 6.11 “Implementation Plan” of these STS, the Company is required to submit, during the presentation of its Technical Offer, a plan to implement the provision consistent with the time frames and procedures established in these STS. Once the contract has been awarded and signed, the winning Company must submit an executive version of its Implementation Plan. Throughout the executive phase of delivering the infrastructure, the Company and more precisely the Contract Supervisor or the single point of contact for the delivery, will carry out constant monitoring of the work, in order to communicate its ongoing status to the Contracting Authority and whether all the various deadlines and the delivery procedure defined below are being respected.

Lastly, during the phase of presenting its Technical Offer, the Company must describe its organizational structure devoted to the creation and installation of this service (Company’s delivery structure), its points of contact and its escalation procedures (Art. 6.23 “Points of Contact and Escalation”).

6.7.1 Service Delivery Time Frame

Delivery by the Company must occur within the terms and according to the procedures described in this paragraph.

The Company expressly undertakes to deliver and install the **optical fibre** necessary to activate the service connection within and no later than **90 days** from the date of signing the service contract which is the object of this tender procedure. Failure to comply with the above essential term on the part of the Company shall determine application of the provisions contained in these STS and in the Contract.

6.8 Activities in the Run-up to Implementation

Starting from the signing of the contract, the Company is required to carry out all the necessary activities to prepare for the creation of the optical fibre system it has been contracted to deliver, within time limits well defined in these Special Tender Specifications.

Pre-launch activities include: requests for permits to lay optical fibre and/or excavations sent to the competent authorities; inspections carried out at the final destinations of the optical fibre cables; any other activities necessary to define the **executive implementation plan** for the infrastructure in order to implement the service that is the subject of this tender procedure, in compliance with the service delivery terms specified in Art. 6.7.

6.9 Technical Investigations

When the contract which is the object of this tender procedure has been awarded, the Company may ask to carry out technical investigations at the premises where the cables will terminate, giving notice to the Institute's technical contact of at least **7 calendar days**, given that access to and inspection of the Institute's premises must follow an appropriate approval process, especially as regards Palazzo Buontalenti, currently a construction site, where an agreement must be reached with the person in charge of construction site safety.

The technical investigations shall have the following objectives:

- to collect all the information to prepare for the laying and termination of **all** the sections of optical fibre that will end at the seat;
- to identify the coordinates for installing the patch panel and rack unit as well as measuring the length of the optical patch cords.

6.10 Permits for Excavation and/or Laying of Fibre

Should it prove necessary, in order to create a stretch of cable as per these STS, to perform excavation and/or laying works that require permission to be granted by the competent authorities, the Company must give proof of this to the Institute.

In particular, the Company must send the Institute's technical contact person within **15 calendar days** of the date of signing the contract:

- a) a copy of the request for permits submitted to the competent authorities with the protocol number assigned and the expected maximum time to grant permission based on the relevant legislation in force;
- b) a copy of the documentation attached to the request for permission.

In addition, the Company shall be obliged to periodically inform the Institute's technical contact regarding the status of obtaining permits and any delay with respect to what has been declared, underlining the reasons for this.

6.11 Implementation Plan

During the presentation of its Technical Offer, the Company is obliged to submit as part of its technical design, a plan for the implementation of the infrastructure in compliance with the time frames and procedures established in these STS.

Once the supply contract has been awarded, within **15 solar days**, the Company must submit its **executive implementation plan**, which must indicate the construction activities envisaged and the associated time frames/implementation dates.

In particular, for each of the two stretches to be realized, dates must be specified for:

- a) implementation activities envisaged (excavations and laying of fibre, splices at the station or in the street, permutations, execution of indoor or outdoor works at the seats, installation of patch panels, etc.);
- b) testing and delivery (measurements, delivery of patch cords, labelling, etc.).

6.12 Verification of Service Level Agreement

Throughout the supply delivery execution phase, the Institute will conduct constant monitoring of the work in progress, in order to ensure that the Company is fulfilling the various deadlines and delivery procedures defined in these STS. The Company must therefore be willing to show the Institute the state of progress and a delivery forecast by producing periodic reports, as better specified below.

In particular, the Company shall be obliged to submit a weekly report stating the following information:

- State of progress and forecast delivery date for each of the two stretches of optical fibre;
- Documentation certifying the carrying out of the preparatory activities (requests for permits);
- A timescale that highlights the overall progress of the delivery with respect to the various deadlines specified in these STS (see paras. 6.7 and 6.7.1).

On the basis of the information contained in these reports the Institute must be able to verify respect for the stated delivery times or otherwise.

6.13 Delivery Structure

Lastly, during the presentation of its Technical Offer, the company must describe its organizational structure devoted to the creation and implementation of this service (**delivery structure** of the Company), the relevant points of contact and any escalation procedures to be adopted in case of need.

The Company must also identify, within its own structure, a professional figure with a profile as PM dedicated to the delivery of this service, who shall be the single point of contact responsible for the same, as described in Art. 6.23 “Points of Contact and Escalation”, who may also be the Contract Supervisor.

During the presentation of its Technical Offer the Company is not required to list the names of the staff involved.

6.14 Testing and Acceptance of the Service

This article describes the time frames and procedures for testing and acceptance of the service by the Institute, once it has been delivered by the firm.

6.14.1 Delivery and Testing of the Stretches of Optical Fibre

Before actually being handed over by the Company, each stretch of cable must undergo testing.

Testing has the purpose of verifying the correct installation of the equipment, as well as its compliance with the required quality and functional standards and takes place in two phases.

The first phase will be carried out by the Company in accordance with the contents of Art.6.14.3: the Institute may take part with its own staff or through third parties specially appointed to perform the testing activities, and check on site, using its own instruments or ones made available by the Company, the values of the physical and transmission parameters declared by the Company in its Technical Offer. To enable the Institute to be able to attend, the Company must notify the Institute’s technical contact of the date for carrying out the testing with **7 calendar days’** notice. The conclusion of the first phase of the testing by the Company must be communicated to the Institute by means of a suitable **Test Report**.

On receiving the Test Report from the Company, the **Institute** will verify its compliance as specified in Art. 6.14.4 (“Second Test Phase”). From the date of receiving the report, the Institute shall have **15 calendar days** to notify the Company of the outcome of the test.

Should the Institute, in verifying the Test Report, detect any anomalies in the supply with respect to the values of the physical and transmission parameters declared by the Company in its Technical Offer or to the requirements in these STS, the testing, as testified in the report drawn up by the **Institute**, will be considered to have given a negative result. It shall be the responsibility of the **Institute** to write to the **Company** with a description of the defects or deficiencies in the negative Test Report result.

The Company shall be required to eliminate the defects or deficiencies attributable to it within **15 calendar days** from the date of the negative Test Report, by giving written notice to the Institute to be again available to carry out testing. The Institute shall have the right to attend any new testing activities with its own staff. If after these **15 days**, the stretches of optical fibre are not yet available for testing, or the new tests have again proved negative, the Institute shall have the right to apply the penalties provided for in these STS in Art.10 “Breaches and Penalties in the Service Contract”.

6.14.2 Variation in the Route of the Stretches of Optical Fibre in the Delivery Phase

Where difficulties arise that were unforeseen during the presentation of its Technical Offer, the Company has the option, after the awarding of the supply contract and before the delivery of the optical fibre lines, to vary the route of one and only one of them compared to its proposal in the Technical Offer, provided that:

- There are no additional costs for the Institute;
- The variation in the route involves an improvement in terms of the differentiation of the physical paths of the optical fibre and the types of fibre used, given that these two elements are subject to evaluation in the Technical Offer;
- The modification of the route does not give rise to a variation in the overall length greater than 10%;
- The stretch of cable resulting after the variation is still compatible with the minimum admissible values as expressed in these STS;
- The variation has been planned and approved following an official communication made in advance to the Institute;
- Complete documentation concerning the new route is provided to the Institute (as indicated in Art. 6.3 and described by these STS);
- All of the technical requirements in these STS regarding the stretches of optical fibre have been met.

6.14.3 Procedures for Testing Stretches of Optical Fibre

Testing of the stretches of optical fibre must be carried out in accordance with **ITU-T G.650.1** and **ITU-T G.650.2** standards.

Please note that all the measures should include the patch cord terminations (Art.6.15 “Procedure to Deliver Fibre Optic Links”), which are to all intents and purposes an integral part of the supply.

All optical measurements must be performed at a wavelength of 1550nm. In particular, for each stretch of optical fibre, the following measurements must be carried out:

- Total average attenuation of the stretch;
- Optical length of the stretch;
- Diagram of the power backscattered in OTDR;
- Chromatic dispersion (CD);
- Polarization mode dispersion (PMD).

Attenuation must be calculated using the optical time-domain reflectometer method (OTDR), which involves the use of 2 compatible launch spools with a length greater than or equal to 1,000m, and which must be inserted respectively upstream and downstream of the stretch being measured. The algebraic half-sum of bidirectional leaks detected by the OTDR between points upstream and downstream of the peaks of reflection of the stretch gives the attenuation of the fibre section being measured.

Measurement of the optical length must be carried out using the backscattering technique, by setting the refractive index of the fibre being measured. The progressive optical lengths of splices and/or intermediate sections are to be measured in this way. It is also necessary to measure the optical length of the section from terminal to terminal.

All measurements must be recorded indicating, for the purposes of processing, the length of the launch cable used. The measurement must be carried out one way on each optical fibre.

A measurement of the diagram of the power backscattered in OTDR must be performed in order to verify and record that the attenuation of the fibre is uniformly distributed and that there are no points of concentrated attenuation higher than 0.1dB. The presence of malfunctions in excess of the value previously indicated, whenever proven that they were already present in the test measurements carried out at the factory when characterizing the cable, shall give rise to further investigation.

Upon execution of a test, Table 2 must be filled in or a facsimile of it proposed by the Company, indicating **ALL** the information/measurements specified therein.

TEST REPORT						
ID of Stretch:			Optical length of stretch (km):			
Termination Point A:			Termination point B:			
Type of Fibre			Total average attenuation (dB)			
Fibre	Measurement A->B (dB@ 1550nm)	Measurement B->A (dB@ 1550nm)	Specific and total CD	Specific and total PMD	Number of connectors	Number of fusion splices
Fibre 1						
Fibre 2						

Table 2- Test Report

In particular, the **Company** shall communicate, upon testing each stretch of the fibre, the following technical information:

- The total average attenuation of the stretch measured as specified above (dB);
- The total attenuation measured in both directions for each fibre (dB);
- The optical length of the stretch (km);
- The number of splices present as well as the type (fusion or mechanical);
- Termination points at the two end sites, as better specified hereinafter (Art.6.15 “Procedure to Deliver Fibre Optic Links”);
- Specific chromatic dispersion ($\frac{ps}{(nm*km)}$) and total ($\frac{ps}{nm}$) measured at 1550nm;
- Specific polarization mode dispersion ($\frac{ps}{\sqrt{km}}$) and total (ps) measured at 1550 nm.

The Test Report must be accompanied by a diagram resulting from a reflectometer measurement of the stretch carried out in both directions, for each fibre included in the supply. This reflectometer diagram must be supplied either in .pdf or .sor format (standard format for OTDR). On the printout and in the source file of the reflectometer diagram must be highlighted in an unambiguous manner, the end of the launch spools upstream and downstream of the measurement and the position of all the splices, both fusion and mechanical, present along the route. Where required, the Company should also provide software for the correct reading of the .sor format source file, so as to allow any checks by the Institute.

In addition, the Test Report must be accompanied by a printout as well as an output in .sor format of the instruments used to measure the CD and PMD. The Company must indicate the measurement method used in accordance with the standards mentioned above.

Lastly, the Company must provide software for a correct reading of the output in .sor format of the instruments used to measure the attenuation, CD and PMD.

6.14.4 Test Report and Acceptance Limits

If in the Test Report issued by the Company, any discrepancies are found in the values reported therein with respect to the values of the physical and transmission parameters declared by the Company in its Technical Offer, the Institute shall consider the outcome of the testing negative. In particular, the physical and transmission parameters used to assess the outcome of the test shall include:

- The type of fibre;
- The average and total attenuation of the stretch;
- The optical length;
- The attenuation pattern in the reflectometer diagram;
- The number of fusion splices and connectors;
- The CD and PMD specifications.

The acceptance thresholds with which the values given in the Test Report will be compared shall be the values of the same parameters declared in the Technical Offer.

The outcome of the test shall be considered negative should it be incomplete.

In particular, it must come complete with the following information and documentation:

- ID of the stretch;
- Delivery points;
- Attachments containing the outcome of the reflectometer, CD and PMD measurements in .pdf and .sor format as specified previously;
- A handover document for the termination patch cords, countersigned by the contact person of the seat, in which are specified the type, length and connectors of the cords provided.

6.15 Procedure to Deliver Fibre Optic Links

The company is obliged to supply the dark fibre links inside a 19" OD/DDF rack provided by the Institute. Delivery is to take place after installation, with the provision by the Company of a patch panel featuring the following characteristics:

- A size equal to 1RU;
- The standard of the connectors may be LC duplex SM, SC duplex SM, or SC simplex SM.

Along with the patch panel, the Company is required to install a rack module of a size equal to 1RU. Installation shall take place in the next RU below that used for the patch panel. The company must identify

the patch panel it has installed in the Institute's OD/DDF rack by affixing an adhesive label showing its name (see Figure 8).



Figure 8: Positioning and Labelling

After delivery, the company must label the door of the patch panel for which the Connection Statement has been made. This label must be affixed near the door of the panel and must bear the ID of the connection supplied.

The company must also provide patch cords, with the characteristics indicated below, to be used to connect the circuit to the Institute's apparatus:

- type of cord: duplex single-mode;
- length: as per the measurements performed during the inspection phase at the Institute's premises;
- connector side A (Institute's apparatus) : LC or SC as found during inspection;
- connector side B (Company's panel): the same type of connector used by the Company for the patch panel inside which the services have been delivered.

Please note that the provision of termination patch cords is to all effects an integral part of this tender procedure. The delivery of the patch cords to the Institute's contact person must be attested by a handover document signed by the contact person.

The patch cords are to be considered an integral part of the infrastructure of the dark fibre service connecting the Institute's seat at the Badia Fiesolana with Palazzo Buontalenti, so that this falls entirely within the responsibility of the Company while devices to "light" the dark fibre are not included in this delivery and shall be implemented by the Contracting Authority.

6.16 Maintenance and Support Services

This article takes an in-depth look at all the issues relating to the support and maintenance services that the company is obliged to provide. In its Technical Offer the company must illustrate the ways in which these services, whose object is the maintenance of the optical fibres, will be provided.

The Company must also describe in its Technical Offer the organizational framework of its management and supervisory structure (**Management Centre**), from which derive its ability to deliver these services in

compliance with the requirements described in these STS (Art. 6.19 Management Centre and Contract Supervisor) along with the SLAs declared in the Technical Offer, the technical and administrative points of contact and the related escalation procedures as specified in Art.6.23 Points of Contact and Escalation.

Lastly, Art. 6.24 “Reliability of the Services Offered”, summarizes the reliability indicators of the services to access the O.F. link as well as the maintenance and support services, on the basis of which the Technical Offers of the tenderers will be evaluated.

6.16.1 Maintenance Service for the Optical Fibres

The Company must plan and offer a maintenance service for the optical fibres necessary to deliver the service that is the subject of this supply contract, which ensures continuity over time of the technical and functional characteristics of the optical fibre as certified in the testing and acceptance of the service (Art. 6.14) and also guarantee the complete, efficient and total availability of the fibres.

The Company must ensure the correct functioning of the optical fibres through a series of periodic interventions. By means of these interventions, which fall within the preventive maintenance activities and shall consist of visual checks and/or measurements carried out with the aid of suitable instruments, the Company must check the efficiency of the optical fibre cables and ensure that the physical and transmission parameters of the stretches of optical fibre retain the values measured in the testing phase over time (Art. 6.14.1 “Testing and Delivery of O.F. Stretches”). Detailed rules for executing these operations must exclude any intervention that is intrusive with respect to the normal transmission of the Institute’s data. The preventive maintenance tasks are described in Art. 6.16.2 “Preventive Maintenance”.

The company is also obliged to restore perfect functionality and full availability of the stretches of optical fibre by means of repairs in the event of a malfunction. Failures on the optical fibre lines can be classified as follows:

- **Blocking Malfunctions (or with disservice)**: are malfunctions which involve a deterioration of the physical and transmission parameters of the fibre to an extent that affects the transmission of the optical signal through it, with consequent interruption in the delivery of one or more connectivity services made through it;
- **Non-blocking Malfunctions (or without disservice)**: are malfunctions which involve only the degradation of one or more physical and transmission parameters of the fibre to an extent that allows, although not optimally, the transmission of the optical signal through it and allows delivery of all the connectivity services made through it.

The optical fibre is considered unavailable in the presence of malfunctions of the blocking type. These must be repaired with **immediate action** by the Company in order to eliminate the disservice in the shortest time possible, even if only temporarily. In the event of a temporary restoration, a definitive repair must be carried out during **scheduled corrective maintenance**.

Also in the case of non-blocking malfunctions the Company is obliged to organize **scheduled corrective maintenance** in order to restore the minimum admissible values certified during the testing phase.

Corrective maintenance operations are described in detail in Art. 6.16.3 “Corrective Maintenance”.

Lastly, the **extraordinary maintenance** tasks, including variations in the route, are described in Art.6.16.4 “Extraordinary Maintenance”.

6.16.2 Preventive Maintenance

The Company is obliged to verify the efficiency of the optical fibre cables by means of the series of checks and periodic measurements listed below, and to ensure that the physical and transmission parameters of the stretches of optical fibre retain the values measured in the testing phase over time (Art.6.14.3). In order to avoid interrupting the service, these measurements and checks must be carried out by the Company on **one or more adjacent optical fibres forming part of the same stretch, when not in service**, including in these measurements also the optical fibres of the cable connecting the Institute's headquarters at Villa Salviati and the Badia Fiesolana wherever the Company has decided to use this to deliver one of the two stretches with the widest possible diversity in the route. All of these activities shall fall under the annual preventive maintenance.

Once a year, the Company must produce a document, to be sent to the Institute, which reports on the results of the checks carried out, including those requested below as a minimum.

The checks required are:

- **Visual inspection** of the optical fibre stretches, where and when necessary, but at least once a year, to check for the existence of potentially hazardous situations in respect of the integrity of the network (e.g., works by third parties near the cables);
- **Optical measurements of backscatter**, once a year, on a pair of fibres from a cable not in service but belonging to the stretch/es being measured;
- **Optical measurements of attenuation**, once a year, on a pair of fibres not in service but belonging to the stretch/es being measured;
- **Measurements of insulation** of the metal sheath of the cables (if and where present), once a year;
- **Measurements of the pneumatic sealing** of the connection modules (if and where provided), once a year;
- **Revision of the optical stretches**, once a year, including a check on the state of the infrastructure used for laying (shafts, enclosures, tubing, etc.), any fusion splices, the state of the connectors, and proper labelling.

Should any malfunctions be found during these activities, the Company must take the necessary actions to check and if possible restore the conditions certified during the testing of the optical stretches. A situation of this kind falls within the category of a "non-blocking malfunction", which must be rectified by the Company through scheduled corrective maintenance.

6.16.3 Corrective Maintenance

All the situations in which a deterioration of the physical and transmission parameters is found in a stretch of optical fibre to an extent that affects or degrades the transmission of the optical signal through it with a consequent total or partial interruption in the delivery of one or more connectivity services, are to be considered malfunctions that can be considered blocking or not (with or without disservice) depending on the cases, as specified above.

Blocking malfunctions must be repaired with **immediate action** by the Company in order to eliminate the disservice in the shortest time possible, even if temporarily. In the event of a temporary restoration a definitive repair must be carried out during **scheduled corrective maintenance**.

In the case of non-blocking malfunctions the Company is obliged to organize **scheduled corrective maintenance** in order to restore the minimum admissible values certified during the testing phase.

All corrective maintenance work must be carried out according to the procedures specified in Art. 6.18 on scheduled interventions.

A malfunction, whether blocking or non-blocking, must in any case be remedied in line with the SLAs declared by the Company. A delay in restoring transmission functionality shall determine the application of penalties, as described in these STS and in the Contract.

For the entire duration of a blocking malfunction the optical fibre shall be deemed “not available”. Should the half-yearly availability of the optical fibre be less than that declared by the Company, penalties shall be applied as specified in these STS and in the Contract.

Table 3 shows the minimum SLAs that the Company is required to satisfy, while every improvement will be acknowledged in the technical evaluation.

Reliability Indicators	Reliability values, required minimums
Half-yearly availability of routes	≥ 99.5 %
Intervention and reactivation time for a blocking malfunction on a stretch for 80% of the malfunctions on a half-yearly basis	Within 8 hours
Intervention and reactivation time for a blocking malfunction on a stretch for 100% of the malfunctions on a half-yearly basis	Within 12 hours
Intervention and reactivation time for non-blocking malfunction	Within 30 days
Response time to disservice in minutes	15

Table 3 - Reliability Indicators (minimum SLAs)

If a malfunction is not repairable or the repair takes the stretch outside the minimum admissible values certified in the testing phase, also considering the margin of ageing, as specified in Art.6.17 “Ageing of Optical Fibre”, the Company shall be required to replace the fibre in question.

Should this not occur, the Institute reserves the right, as specified in the Contract, to apply penalties or partially cancel the contract, with respect to the specific provision subject to malfunction.

For every repair to the optical fibre forming the subject of this supply contract, involving

interventions on the fibres such as work on the splices, repairs to splices, insertions of new lengths of cable, replacement of end connectors, re-connections and any type of intervention in general that introduces a variation in the physical and transmission parameters of the optical fibre, the Company is required to re-certify the stretch in question. In particular, the procedures specified in Art. 6.14 “Testing and acceptance of the service” must be used again.

The Company must therefore draw up a Technical Report which indicates the exact location and nature of the malfunction, the operations undertaken to definitively remedy it, the related intervention times and any length of time when the service will be unavailable. This report must be accompanied by the above measurements in the same format as specified in the paragraph relating to the test documentation (Art. 6.14.3 “Procedures for Testing Stretches of Optical Fibre”).

6.16.4 Extraordinary Maintenance

As a part of the activities to manage its network infrastructure, the Company may schedule extraordinary maintenance that involves the total or partial unavailability of one and only one stretch of optical fibre which is the subject of this supply contract, in order not to interrupt the connectivity service used by the Institute. Detailed rules for the implementation of these measures must be in accordance with the contents of Art. 6.18 on scheduled interventions.

For each of these operations, the Company must draw up a Technical Report and possibly re-certify the stretch of optical fibre that has undergone maintenance as specified for corrective maintenance (Art. 6.16.3).

In the event of failure to give notice, an extraordinary maintenance operation involving unavailability of the stretches of optical fibre forming the subject of this supply contract shall be equated to all effects to a blocking malfunction, and the time of unavailability of the stretch will be taken into account for the purposes of calculating the half-yearly availability of the optical fibre system.

6.17 Ageing of the optical fibre

The company is obliged to ensure that, for the entire duration of the contract, any worsening of the optical parameters of the optical fibre system due to their ageing and any maintenance operations, does not exceed the margins indicated in Table 4.

Margin of ageing of optical fibre	Threshold Value
Permitted variation in attenuation	≤ 0.03 dB / km

Table 4 - Margin of O.F. ageing

In the event of non-compliance with the aforesaid margins, the contents of Art. 6.16.3 “Corrective Maintenance” shall apply.

6.18 Scheduled Interventions

Within the scope of the maintenance of the fibre, it is envisaged that the Company should schedule corrective maintenance in order to restore the thresholds of the physical and transmission parameters specified above as a result of a non-blocking malfunction or in case of a negative outcome of the checks carried out as part of the preventive maintenance service. It is also the Company’s responsibility to schedule extraordinary maintenance as shown in Art.6.16.4. All the above-mentioned operations scheduled by the Company must:

- be carried out exclusively during the night, from 10.00pm until 6am of the day following the date of the operation, except for interventions of real urgency and only if explicitly authorized by the Institute’s contact person;
- be previously agreed with the Institute’s contact person;
- be communicated with advance notice of at least 7 calendar days, except in cases of real emergency or *force majeure*;
- last a maximum of 6 hours;

- not exceed a number of 3 interventions in one calendar month, for each single stretch;
- not exceed a number of 12 interventions in one calendar year for each individual stretch.

6.19 Management Centre and Contract Supervisor

As part of its Technical Offer, the company must present a document describing the organizational framework of its management and supervisory structure for the contract (**Management Centre**) from which derives its ability to perform all the tasks relating to the provision of maintenance and support services dedicated to the infrastructure which is the object of this tender procedure. In addition, the Company must appoint a **Contract Supervisor** who will work as Programme Manager in the phase of execution and delivery of the project, once the service has been delivered/implemented. The *Management Centre* together with the *Company Supervisor* are the technical interface with the Institute's contact person and his or her associates, appointed to manage the Institute's network as far as provision of the services in question is concerned.

In particular, as part of the Management Centre, an NMC (Network Management Centre) must be identified for the company to manage all notifications from and to the Institute on the occasion of malfunctions and maintenance related to all the services which are the subject of this supply contract (stretches of optical fibre, dark fibre). The Company's NMC on-site availability must be guaranteed 24/7 for 365 days of the year.

In particular, the Company's NMC shall manage all reports, from and to the Institute, regarding the following repair activities as a result of malfunctioning or maintenance:

- Repair of blocking malfunctions with no impact on the stretches of optical fibre;
- Corrective maintenance activities with an impact on the stretches of optical fibre;
- Extraordinary maintenance activities with an impact on the stretches of optical fibre;

For each of these activities, the NMC must open a so-called "Trouble Ticket" (see below), which keeps track of all the relevant information:

- ID of the service involved;
- Start and end times of malfunction/maintenance;
- Duration of malfunction/maintenance;
- Intervention and reactivation times in the event of a malfunction;
- Any delay in restoring the service with respect to the declared SLAs;
- Diagnosis of the issue and the decisive action taken in the event of a malfunction;
- Description of the activities and outcome of the maintenance.

Please note that the start time of a malfunction is defined as the moment when the malfunction was notified by the Institute or the Company's NMC.

As regards scheduled maintenance involving the stretches of optical fibre in use at the Institute, the Company's NMC shall be required to open a TT and to give prior notice of at least 7 days as specified in Art. 6.18 "Scheduled Interventions".

When signing the contract and whenever a variation occurs, the necessary references will be provided for communication between the Company's Management Centre and the Institute's contact person for the service which is the subject of the following supply contract. In the case of issues not resolved by ordinary malfunction management procedures, escalation procedures must also be defined.

6.20 Trouble Ticket System

The Company must be equipped with a software system for the management and tracking of all the repair and maintenance activities mentioned above known as the Trouble Ticket System (TTS). It must be possible for the Institute to access and update this system via a web interface and the system must contain all the information relating to the various TTs mentioned above.

6.21 Maintenance and Support Service Reports

The company is required to draw up, via its Contract Supervisor, a quarterly report on the progress of the service (maintenance of the optical fibre) which must show the following:

- List of TTs (trouble tickets) deal with by the Management Centre during the reference period relating to blocking malfunctions and not to ordinary and extraordinary maintenance operations;
- For each TT:
 - ID of the stretch of optical fibre;
 - diagnosis of the issue and description of the decisive action taken;
 - start and end times of the TT, time needed to take action and remedy any disservice, any delays in taking action and restoration with respect to the declared SLAs (in hh:mm);
- List of all the services with unavailability times in the reference period as an absolute value (in hh:mm) and as a percentage with respect to the reference period.

This report must be sent electronically via email to the Institute's technical contact.

The Company's Contract Supervisor will also be required to submit an annual report on the preventive maintenance operations as specified in Art. 6.16.2.

6.22 Half-yearly Review of SLAs

It is expected that at the end of each half-year and within one month of it ending that a thorough check be jointly carried out by the Institute and the Company of the SLAs in terms of the reliability of the services provided (availability of optical cable service) and the maintenance and support service during the first half of the year in question. This analysis shall focus on the data contained in the report that the Company's Service Supervisor is obliged to submit quarterly as specified in Art. 6.21 "Maintenance and Support Service Reports" which will be compared with the data at the disposal of the Institute. In the event of breaches of the SLAs by the Company, measures will be agreed to restore the expected service level, and where deemed appropriate the penalties described in these STS and in the Contract shall be applied.

6.23 Points of Contact and Escalation

Where the company was already structured in such a way that it could not provide a single point of contact for all issues related to the service which is the subject of this tender procedure (**Contract Supervisor**), then

during the presentation of its Technical Offer it must specify at least one single point of contact for the Institute in the following areas:

- A single point of contact for administrative matters;
- A single point of contact for delivery issues;
- A single point of contact for technical issues.

Three (3) escalation contacts lists, one for administrative matters, one for problems with deliveries and one for technical issues.

While, functionally speaking, the points of contact should be specified in the bid, the names of the people of reference may be specified upon actually signing the contract.

6.24 Reliability of the Services Offered

In its Technical Offer the Company is obliged to complete the column “reliability values offered” on the sheet “Reliability-Services” in Annex G - “Table for Technical Description of the O.F. Stretches and Reliability Levels”, which lists the indicators defined to evaluate the reliability/availability of the infrastructure which delivers the service connection and the Maintenance and Support Service offered by the company with the minimum values requested. Values for improvement with respect to the required minimums will be awarded points during the technical evaluation, as per Table 5.

Reliability Indicators	Reliability values, required minimums	Reliability values offered
Half-yearly availability of routes	≥ 99.5%	
Intervention and reactivation time for a blocking malfunction on a stretch for 80% of the malfunctions on a half-yearly basis	Within 8 hours	
Intervention and reactivation time for a blocking malfunction on a stretch for 100% of the malfunctions on a half-yearly basis	Within 12 hours	
Intervention and reactivation time for non-blocking malfunction	Within 30 days	
Response time to disservice in minutes	15	

Table 5 Reliability Indicators

The fields shown in detail in Table 5 have the following meanings:

- “half-yearly availability of stretches” shall mean the percentage of usability of a stretch (e.g.: an availability of 66.66% means that for every 2 days of availability/up we have 1 day of unavailability/down of the stretch);
- “intervention and reactivation time” or TTR (Time-to-Repair) means the time interval that elapses from the moment when the Institute reports a malfunction to the Company to a complete resolution of the malfunction, and therefore includes diagnoses and operations of restoration.



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

- “response time to the disservice in minutes” must contain the response time of the Company’s Management Service to a call from the Institute to report a malfunction.

Part II - General Information

7. Seats for the Execution of the Service

The EUI campus is divided into a dozen buildings on the slopes between the Municipality of Florence and that of Fiesole. The seats for the execution of the service which is the subject of this procedure are located in Florence as well as in San Domenico di Fiesole as follows:

- **Badia Fiesolana**, Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)
- **Villa la Fonte**, Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)
- **Complex of Villa Schifanoia - Casale - Villino - Cappella**, Via Boccaccio, 115/121 - 50133 Firenze (FI)
- **Villa Raimondi**, Via Boccaccio, 111 - 50133 Florence (FI)
- **Villa il Poggiolo**, Piazza Edison, 11 - 50133 Florence (FI)
- **The complex of Villa Salviati - Wing and Castle (seat of EUI) - Basement (seat of European Union Historical Archives)**, Via Bolognese, 156 - 50133 Florence (FI)
- **Pian di Mugnone Apartments**, Via Faentina 94b - 50014 Fiesole (FI)
- **Palazzo Buontalenti**, Via C. Cavour 63 - 50127 Florence (FI).

A diagram of the layout of the campus is available online at the following link:

[Distribuzione delle Sedi dell'Istituto Universitario Europeo \(Google Maps\)](#)

The service will be for the new seat of the School of Transnational Governance at Palazzo Buontalenti, with a view to setting up a service to connect via dark fibre with the Institute's seat at the Badia Fiesolana.

8. Costs to be borne by the Company

The Company shall assume full responsibility for delivery of the service which is the subject of this procedure. For a more detailed definition, reference should be made to whatever has been defined in the Draft Contract in Articles I.10, II.1 (Annex H).

9. Patents and Copyright

The EUI shall not assume any responsibility in the event that the company uses, in the execution of the contract, devices and/or technical solutions for which others have obtained a patent.

The Company shall assume the obligation to indemnify the Institute from all claims and responsibilities, including losses and damage alleged by any person, as well as all the expenses as a result of any claim of copyright infringement.

Each Party undertakes to give immediate notice to the other of any action of claim or question of third parties referred to in the preceding paragraph, of which it becomes aware.

The company must comply with the provisions of Directives [no. 2009/24/EC](#) and subsequent ones concerning the legal protection of software.

10. Breaches and Penalties

Without prejudice to other penalties prescribed by statutory provisions, the EUI, in compliance with the rules contained in these Special Tender Specifications, reserves the right to apply a penalty system as described below, in addition to any extraordinary expenditure it has had to bear to ensure the smooth running of its activities:

Application of penalties shall be governed by **Article I.10** of the Draft Contract (**Annex H**).

1. In the event of a second negative outcome in the testing procedure or delays in the elimination of defects or deficiencies as prescribed by the requirements in **“Testing and Acceptance of the Service”** (see **Article 6.14**), the Company shall be liable for payment of a sanction equal to **€ 2,500**;
2. In the event of a delay in the presentation of the executive implementation plan (**Art. 6.8 “Activities in the Run-up to Implementation”** and **Art. 6.11 “Implementation Plan”**), the Company shall be liable for payment of a sanction equal to **€ 500**;
3. In the event of a delayed or problematic start-up with respect to the time frames agreed in the executive implementation plan (**Article 6.11 “Implementation Plan”**), the Company shall be liable for payment of a sanction equal to **€ 250** for each day of delay;
4. In the event of a delayed or problematic start-up with respect to the delivery times **Art 7.1** envisaged by these STS, the Company shall be liable for payment of a sanction equal to **€ 500** for each day of delay;
5. In the event of a delay and/or non-compliance with each of the values of minimum reliability prescribed by **Art. 6.4 “Reliability of the Maintenance and Support Services”**, the Company shall be liable for payment of a sanction equal to **€ 500** for each violation;
6. In the event of a delay in “Intervention and reactivation time for a blocking malfunction on a stretch” that exceeds 12 hours as provided for by **Art. 6.16.3 “Corrective Maintenance”**, the Company shall be liable for payment of a sanction equal to **€ 50** for each hour of delay on any single malfunction;
7. In the event of a lack of or delay in a communication by the Service Supervisor to the Contract Contact Person, of information regarding the activities carried out, the presentation of half-yearly and annual reports discovered during execution of the contract, the Company shall be liable for payment of a sanction equal to **€ 100** for each anomaly detected;

Any cases of *force majeure* which might delay the carrying out of activities regulated by these STS must be notified by the company via a registered letter with receipt of return, plus a prior email, to the Contract Contact Person at the EUI and proved, under penalty of forfeiture of any right to invoke them, to the Information and Communication Technology Service of the European University Institute, Via dei Roccettini 9, San Domenico di Fiesole (FI), 50014 Italy.

CHAPTER III – SUBMISSION AND EVALUATION OF OFFERS

11. 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 18/12/2020** (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.Tender1-20@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 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: **OP/EUI/ICTS/2020/001**;
- The title: **Open tender for the provision of a dark fibre service to connect the seats of 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.

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. 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.
5. **A provisional bid bond** for 2% of the presumed amount of the tender, **€ 3.000 (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 **fifteen (15) days**, upon a simple written request by the Contracting Authority, and must have a validity of **one-hundred-and-eighty (180) days** from the deadline for submission of bids. The bid bond shall further contain the clause that it will only cease to be valid once the Contracting Authority has issued a specific release statement, even after the expiry date as described above. The bid bond must also envisage the waiver of the right to enforce prior payment from the main debtor.

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

6. For tenderers with legal headquarters in Italy: **anti-mafia self-certification**; for tenderers based outside Italy: **similar international self-certification**.

Digital documents must obligatorily be in Portable Document Format (.pdf), of the searchable type.

Envelope No.2: sealed with adhesive tape and signed along the edge, must bear outside **the name of the candidate** and the words “**Envelope no. 2 - Technical Offer**” and must contain 1 original and 1 hard copy (well distinguishable from the original and **not stapled or bound** to allow easy copying) and 1 digital media on a “read-only” (non-editable) support containing a detailed description of the services offered.

In the evaluation of the Technical Offer, particular importance will be given to the degree of detail, clarity and descriptive method regarding the organization of the services requested in these STS.

In order to submit a correct Technical Offer, the Company must respect the following structure:

- draw up a descriptive project that responds to the demands of these STS. This technical-organizational report must describe the procedure to manage and execute the requested service. The report can be up to 50 pages long in A4 format with a clear explanation of all the elements useful to evaluate the project. The report must allow easy identification and evaluation of technical/organizational, operational, quality, methodological characteristics plus additional proposals and/or improvements to the services with respect to the STS. Furthermore, the Company must fill out and include the summary document **Annex D - Technical Offer Form**; using the pages where each topic characterizing the methodological, technical and qualitative aspects of the services which are the subject of this tender procedure have been dealt with;
- obligatorily complete **Annex G - Table for Technical Description of the O.F. Stretches and Reliability Levels**; in which it should describe for each of the two stretches and the segments of the stretches, the type of fibre, the trade name, the name of the manufacturer, the year of laying, the length, the optical characteristics of the fibre stretch/segment, the number of mechanical and fusion splices and anything else that characterizes the quality of the infrastructure. In order to facilitate compilation of the table, tenderers have been provided with **Annex F - Guide to Compilation of the Table in Appendix G**;
- submit a cartographic map showing the paths of both routes, and highlighting the individual segments that make up the stretch and clearly identifying the complete paths of each stretch so as to clarify the degree/percentage of differentiation of the routes.

The summary document **Annex D** must be compiled and included.

The Technical Offer must be signed by the Company's legal representative.

The Technical Offer in all its parts shall form an integral part of the Contract and shall oblige the company to respect its contents.

The Company must declare what information constitutes trade and/or commercial secrets and is therefore to be considered covered by an obligation of confidentiality.

Digital documents must obligatorily be in Portable Document Format (.pdf), of the searchable type except for the **cartographic map with the layout of the routes of the 2 stretches** which must also be produced in **GIS format**.

Envelope No.3: sealed with adhesive tape and signed along the edge, must bear outside **the name of the candidate** and the words "**Envelope no. 3 - Economic Offer**" and must contain 1 original and 1 hard copy (well distinguishable from the original and **not stapled or bound** to allow easy copying) and 1 digital media on a "read-only" (non-editable) support containing a description of the Economic Offer using the form in **Annex E**, and be signed by the Company's legal representative.

The offer consists of a proposal for a total price for the item listed in **Annex E - Economic Offer Form**. This price shall be indicated net of VAT.

Every Economic Offer shall be evaluated on a comparative basis among all the tenders received. The score will be assigned as described in **Article 16 - Award Criteria**.

Envelope No. 4: sealed with adhesive tape and signed along the edge, must bear outside the **name of the tenderer** and the words "**Envelope no. 4 - Accessory Documentation**" and must contain any other document to accompany and enrich the offer that is not explicitly mentioned in the contents of the other envelopes (for example, brochures, illustrative leaflets, etc.).

12. Further Information concerning the Submission of Offers

All the documentation explaining the procedure for participating in this tender can be accessed by anyone interested at: www.eui.eu/About/Tenders.aspx.

Any queries or requests for clarifications, submitted by the Tenderers in order to ensure they have a clear understanding of the content of the documents, must be addressed by email to ICTS.Tender1-20@EUI.eu and sent no later than **12 am on 11/12/2020**. 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, all personal data and information provided by Tenderers and candidates shall be used exclusively for the purposes of this tender procedure.

13. 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 11**).

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

14. 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.

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 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.

15. 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**.

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.

Technical, Economic and Financial Capacity Requirement

- 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 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 (**2017-2018-2019**), 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 (**2017-2018-2019**) 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.
- o) The Competitor must be certified **ISO:9001:2008** (quality management system) attested by the **Dichiarazione sostitutiva – Annex C**.
- p) Be the owner of an individual licence or General Authorization in the field of telecommunications networks and services for public use predating the entry into force of Legislative Decree No. 259/2003, called "Electronic Communications Code", as per Art. 38, or be the holder of a General Authorization for electronic communication networks and services as per Art. 25 of the same Leg. Dec. no. 259/2003 as amended and integrated
- q) As an alternative to point p), be in possession of a General Authorization for electronic communication networks on physical infrastructure, on the conveyed waves network and with optical systems for private use, pursuant to Legislative Decree No. 259/2003, called "Electronic Communications Code", as per Art.107, paragraph 5, of the same Leg. Dec. no. 259/2003 as amended and integrated); General Authorization obtained with a declaration conforming to Annex 17 of Leg. Dec. no. 259/2003 as amended and integrated.

The Institute reserves the right to carry out spot checks to verify the veracity of statements made by participants.

16. Evaluation Criteria

Only bids that satisfy the requirements defined in the previous **Article 15** shall be admitted to the next stage of the technical and qualitative evaluation.

The award of the supply contract shall take place on the basis of "**Best Quality-Price Ratio**", following the evaluation carried out by the competent internal Commission, which shall assign to each bid a maximum score of **100**, broken down on the basis of the following parameters:

MAXIMUM POINTS	
Technical and Quality evaluation, Q	60/100
Economic Evaluation, P	40/100

The total score **T** of the bid shall be constituted by the sum of the technical and qualitative scores **Q** and the economic one **P** obtained:

Total score, T = technical and qualitative evaluation Q + economic evaluation P
--

The contract will be awarded to the Company whose bid achieves the highest final score T.

Where the evaluation parameter is objective, the corresponding score shall be applied in proportion to the degree of adherence to the minimum level required.

Should the parameter be susceptible to benchmarking with respect to the tenders received, the Commission shall give a discretionary score, justifying the evaluations carried out.

A - ALLOCATION OF SCORES FOR METHODOLOGICAL, TECHNICAL AND SERVICE QUALITY ASPECTS

For evaluation of methodological, technical and service quality aspects the scores in **Table 6** will be assigned, whose maximum sum is equal to **60**.

For each item **A1** to **D5**, the selection board shall assign a score between 0 and the maximum score shown in the table, based on the degree of compliance with the requirements of these STS. In particular, according to the degree of compliance with the requirements in these STS for each methodological, technical and qualitative aspect the score will be calculated by attributing a quality coefficient, as indicated in **Table 7**, to the maximum score.

Table 6		
	DESCRIPTION	Points
A	<i>Description of the fibre-optic infrastructure</i>	
A1	Description of the Company's fibre-optic infrastructure at a regional level and in particular with reference to the area of common interest of Florence and Fiesole. This description must include system characteristics, routes, characteristics of the optical fibre, tools, processes and dimensioning criteria which characterize and distinguish the existing Company network.	4
A2	Description of the characteristics of the optical fibre <i>dedicated to the connection service</i> . This description must include for each individual stretch and segment, the type of	10

	optical fibre used as described in Art. 6.3 “Technical Requisites of the Optical Fibre”, Article 6.4 “Optical Specifications of the Fibre and Mandatory Threshold Values” and Art.6.5 “Technical Specifications of Connectors”. Please remember that for this particular aspect of the methodology, Annex G includes a “Table for Technical Description of the O.F. Stretches and Reliability Levels”.	
A3	Description of the fibre-optic infrastructure <i>dedicated to the connection service</i> . This description should include the length of each of the two stretches and the segments that make up the path. Describing how the restrictions on the variety of routes between the two stretches has been respected, as prescribed by Art.6.6 of the STS “Restrictions on the Paths of the Routes”. Please remember that for this particular aspect of the methodology Annex G includes a “Table for Technical Description of the O.F. Stretches and Reliability Levels” which must obligatorily refer to the cartographic documentation in pdf and GIS format.	12
B	<i>Implementation plan and delivery times</i>	
B1	Implementation plan and service delivery times: The Company should describe the methodologies, tools, processes for deploying new optical fibre infrastructure and the time frames to implement the service connection as prescribed by Art. 6.7 “Delivery Times and Implementation Plan” and later ones, including delivery and testing.	8
C	<i>Maintenance and Support Services</i>	
C1	Maintenance and Support Services: methodologies, tools, processes and criteria to dimension the resources and the staff employed by the Company in order to deliver support services and maintenance for the optical fibres, of the preventive, remedial, extraordinary kind, etc. As described in 6.16 and the subsequent paragraphs.	5
C2	Management Centre and Contract Supervisor: methodologies, tools, processes and criteria to dimension resources and the staff employed	5
D	<i>Elements of Improvement</i>	
D1	Fibre-optic infrastructure featuring a physical path with a degree of differentiation above 95%.	8
D2	Infrastructure for the connection service created using ITU-T G.652.D type fibre.	4
D3	Reliability Indicators: infrastructure availability and SLAs for improvement of the Maintenance and Support Services, Please remember that for this particular aspect of the methodology Annex G includes a “Table for Technical Description of the O.F. Stretches and Reliability Levels”.	4

Table 6 - Scores for methodological, technical and qualitative aspects

TABLE 7		
EVALUATION	JUDGEMENT	COEFFICIENT
Excellent	Well-structured project which develops the requested object in a way that is clear, precise and insightful, providing added value in relation to the Client's expectations.	1.00
Good	Appropriate project which develops the object without particular insights.	0.75
Sufficient	A project which is acceptable but poorly structured, limiting itself to an application of these STS.	0.50
Poor	A project which is mediocre and not sufficiently developed.	0.25
Insufficient	A project which is deficient, generic, and inadequate.	0.00

Table 7 - Scores for methodological, technical and qualitative aspects

In order to be technically suitable, each bid:

- must achieve a score corresponding to at least half of the maximum score indicated for entries from A1 to C2
- must obtain, in addition, for all items from A1 to D3, a minimum score of 30/60.

Bids that meet the two conditions indicated above shall enter the last phase of the economic evaluation.

In the case of an invitation to tender, the Technical Offer shall integrate the provisions of the STS and shall form an integral part of the Contract.

B - ALLOCATION OF SCORES RELATING TO PRICE

The maximum score available for the price **P** is 40 points.

The method adopted to calculate P will be to use the proportion between the best offer (lowest price) and that formulated by each Company, assigning the 40 points available for the evaluation with a price "weighted" according to the coefficient thus obtained.

Attribution of the score reserved to the heading Annual Cost shall take place according to the following formula:

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

P = score assigned to evaluation of the Economic Offer.

To calculate the Offer Price, each Company will be asked to complete *Annex E - Economic Offer Form*.

17. Obligations after being awarded the Contract

The winning Company, on a date fixed by the Contracting Authority for the purposes of the final award, must submit:

a performance bond equal to 10% of the annual contract value based on its own Economic Offer, given to guarantee fulfilment of the inherent obligations and consequent to award of the Contract, to be paid in the ways described in **Article I.4.2** of the Draft Contract (**Annex H**);

We hereby inform you that in the event that the successful bidder fails to promptly carry out the obligations referred to above or does not have all the required documentation or does not provide proof of possession of the requisites self-declared during the tendering procedure, or such proof is not deemed to conform with the declarations made during the tendering procedure, the Contracting Authority reserves the right to declare it forfeited and to award the contract to the Company which follows in the ranking, i.e. to convene a new tender, however charging the defaulting tenderer for every major expenditure incurred by the Contracting Authority. In these circumstances, the Company declared forfeited shall lose its provisional deposit and shall also be liable for the penalties envisaged by the regulations in force.

In the event of a positive outcome of the above-mentioned checks, the award shall become effective in favour of the Company which will be formally invited to sign the Contract.

CHAPTER IV – FINAL PROVISIONS

18. 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 H**.

19. 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.

20. 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 19** above, the application of penalties and, if necessary, the termination of the contract;
- check all invoices issued by the Company, initialling them in approval.

21. Final Provisions and Annexes

These Special Tender Specifications consist of **21 Articles, 40 pages** and **9 Attachments (A-I)** which form an integral part of the same and which the Company unconditionally agrees to and accepts with the signing of this document.

Annexes:

- A. Checklist
- B. Form to request participation in the invitation to tender
- C. Statutory Declaration Form
- D. Technical Offer Form



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

- E. Economic Offer Form
- F. Guide to Compilation of the Table in Appendix G Technical Offer
- G. Table for Technical Description of the O.F. Stretches and Reliability Levels
- H. Draft Contract
- I. Coordinates of the sites concerned by the service.

Signature of Legal Representative

Company Stamp