



OP/EUI/ICTS/2020/03

Special Tender Specifications for the subscription to a framework contract for consulting services in the field of Identity and Access Management and Information Security with the European University Institute.

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YEAR 2020

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TITLE I

GENERAL INFORMATION ON THE CONTRACT

Article 1. Presentation of the European University Institute

The European University Institute (EUI) offers post-graduate and post-doctorate courses in the social sciences only. Founded by the [Convention](#) of 19/04/1972 (Law no. 920 of [23/12/1972](#) published in the *Official Journal no. 19 of 23/01/1973*) ratified by the Member States of the European Community in order to provide advanced academic training for PhD researchers and to promote research at the highest levels. The Convention includes the "Protocol on the Privileges and Immunities".

The EUI Community has approximately 1,300 members. Researchers, teachers, and administrative staff are selected mainly from among citizens of the Member States, but not exclusively.

The registered office is at the Badia Fiesolana in Via dei Roccettini in San Domenico-Fiesole (FI).

In order to carry out academic and administrative activities at the EUI, the IT Service has a complex IT system, made up of over 2,500 devices, which are used for the provision of services to 3500 members, for the operation of the various offices and for administrative services.

For more information please visit the official website at www.eui.eu.

Article 2. Definitions

"Institute" and "Contracting Authority" shall mean the European University Institute (EUI) which entrusts to the company the service that is the subject of this document – General Tender Specifications (GTS).

"Company" and "Contractor" shall mean the company entrusted with the service which is the subject of this contract, governed by this document – General Tender Specifications (GTS);

"Tenderer" shall mean any company that makes a tender.

Article 3. Object of the contract

With these GTS a procurement procedure is launched, which is divided into two (2) Lots, for the conclusion, with the successful companies, of two (2) separate Framework Service Contracts (FWC) for the supply of Consulting Services in the following operating environment:

- a Framework Service Contract **OP/EUI/ICTS/2020/03/LOT 1**, for the supply of Consulting Services in the field of Identity and Access Management;
- a Framework Service Contract **OP/EUI/ICTS/2020/03/LOT 2**, for the supply of Consulting Services in the field of Information Security;

Tenderers may participate in one or in more lots. A specific tender shall be submitted to participate in each lot, completed with all the required documents and the specific technical and economic offers. The lots may be awarded either jointly or separately.

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 GTS, including Annexes, the Invitation to Tender Letter, the Framework Service Contract and the documentation submitted by the Company as part of its tender.

The Tenderers shall provide the Curriculum Vitae for each of the members of the support Team providing the service, as well as any certifications held relating to the technical matters listed above, whether they are owned by the company or by the technical staff involved in this tender. In addition, we ask you to provide a list of projects and/or implementations supplied to other customers, where relevant to this request.

The Institute reserves the right, upon notice to the Company, to contact the reference to ascertain the truthfulness of tenderers' declarations.

Article 4. Contract Information

The objective of this procurement procedure is to conclude two different framework service contracts. For information on the Contract, please refer to the contents of the document "**Framework Services Contract**".

Any comment and/or request for clarification as to the meaning and/or interpretation of the Framework Service Contract must be clearly formulated, explaining the motive for the query, and submitted before the deadline given in the "**Letter of Invitation**" (**Article 3 "Submission of tenders"**). Should the Institute not receive any query or request for clarification within the deadline, the content of the Framework Service Contract shall be implicitly considered fully accepted. Should the Institute not receive any request for clarification within this period, this will be considered as implicit assent to the contents of the Framework Service Contract.

The FWC will be supplemented by these GTS and related annexes, by the Letter of Invitation to tender for the specific lot and by the tender submitted during the tendering procedure by the Company together with all the attached documentation.

Article 5. Duration of the contract

The FWC covered by these technical specifications shall have a duration of five (5) years, starting from the date of the last signature on the FWC (signature of the Secretary General), except for the terms laid out in the termination clauses (see **Article II.14** in the **Framework Service Contract**).

Article 6. Estimated value of the contract

The total estimated amount of the call for tender, according to past values, historical records and market research for similar services, is € 500.000,00 (five Hundred thousand/00) excluding VAT, for the duration of the contract 5 (five) years.

The present call for tender is divided in 2 lots whose estimated amount is the following:

- **LOT 1:** € 250.000,00 (Two Hundred Fifty thousand/00) excluding VAT, for the duration of the contract 5 (five) years;
- **LOT 2:** € 250.000,00 (Two Hundred Fifty thousand/00) excluding VAT, for the duration of the contract 5 (five) years;

This estimate is to be considered valid only for the purpose of establishing the presumed overall value of the FWCs. 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.

For this reason the successful tenderers nothing will have to claim beyond the payment of the service provided at the agreed prices and conditions.

The amount of the FWCs includes all those services envisaged in these GTS and in the documentation submitted by the Company in its tender, 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 services.

Article 7. Premises where the services will be carried out

The list below shows the current premises and residences of the European University Institute.

The Company shall undertake to guarantee the service covered by the FWC also for any future sites that may be opened during the contractual period.

Institutional sites

- **Badia Fiesolana,**
Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)
- **Convent of San Domenico**
Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)
- **Villa il Poggiolo**
Piazza Edison, 11 - 50133 Firenze
- **Villa Salviati**
Via Bolognese, 156 – 50133 Firenze

Additional Institutional site (January 2020)

- **Palazzo Buontalenti**



Special Tender Specifications for the subscription to a framework contract for consulting services in the field of Identity and Access Management and Information Security with the European University Institute

Ref: OP-EUI-ICTS-2020-03

Via Cavour, 65, - 50129 Firenze

Full signature of Legal Representative for acceptance

Stamp

TITLE II

GENERAL CHARACTERISTICS OF THE SERVICES

ALL LOTS

Article 8. General description of the services

For the specific description of the services and personnel requested for each Lot, see the relevant Technical Specifications (**Annexes II-C-1, II-C-2**).

The document is organised so that each Annex contains all the specific details relative to each Lot. For example: **Annex II-C-1** contains all the specifications relative to Lot 1. **Annex II-C-2** contains all the specifications relative to Lot 2, etc.

Article 9. Reference Person for the Contract

In order to ensure maximum effectiveness in the relationship between the Institute and the Contractor, with reference to all phases of the provision of the services covered by the tender, the Contractor shall appoint a Responsible Officer to whom it shall entrust the supervision of the Service. His/her name and contact details (mobile number and e-mail address) shall be communicated to the Institute **in writing** at the moment the FWC is signed.

The Responsible Officer will act as Program Manager for all the activities envisaged; will be responsible for the correct and timely provision of the requested services by the Institute, for the entire duration of the framework contract service.

Article 10. Technical Staff

The services provided under this procurement procedure shall be carried out by the Company under its sole responsibility and with their own staff.

The individuals selected by the Company for providing the service must have proven abilities, they must be honest and ethical, with good and irreproachable conduct, reserved, fair and willing to cooperate with both the staff of the Contracting Authority and with the users of the service, without discriminating against them based on gender, race, language, religion, political opinions, and personal and social conditions, which an academic and multi-cultural environment like the EUI supports.

All staff proposed by the Company must have a good knowledge of English (written and oral) in order to be able to relate via email, telephone and / or in person with the technical staff and / or with the administrative and academic staff of the Institute.

The staff of the Contract should subscribe a declaration of confidentiality before receiving the access to the EUI infrastructure. The declaration of confidentiality template is reported in the Annex II-H.

Article 11. Staff Selection Process

In order to evaluate accurately the technical and language skills of the staff providing the service the Tenderers shall have to submit the following documentation for each of the candidates, suggest as Team member:

- 1) Name and surname of the person, Place of residence/address;
- 2) Curriculum Vitae
- 3) Professional experiences;
- 4) Professional certifications in the pertinent technological areas;

The candidates may have to undergo interviews to confirm they possess the requirements detailed in the Technical Report and the language skills needed to perform their duties. In the case that we decide to interview a team member it will done from remote and the exact dates will be agreed upon with the Tenderers after the envelopes are opened.

Article 12. Additional Services and improvements

During the tendering procedure, the Company may propose additional services and improvements with respect to the indications in the invitation to tender documents without this entailing higher costs and/or charges for the Contracting Authority. Any additional elements for each Lot that the Tenderer can include in his/her technical offer must be included in the relative Technical Specifications (**Annex II-C-1, II-C-2**).

Any improvements on the service proposed must be feasible in the proposed structure and will be carefully evaluated by the Institute. If the Tenderer is awarded with the FWC, the improvements offered in the tender will be binding on the Company.

Article 13. Provisions concerning personnel

The Company must employ for the service a team of workers with characteristics satisfying the Institute's requirements in terms of professionalism, numbers, experience, training, and competence in order to allow the execution of services in full respect of the provisions of these GTS, the Letter of Invitation, and the documents annexed.

The personnel assigned to the service must be aware of the executive procedures and should be aware of the setting where they have been called to operate in such a way that the activities covered by this FWC are carried out in accordance with principles of best practice.

The team must consist of persons of proven ability, honesty and morality and capable of maintaining a decent and irreproachable demeanour; they must be reserved, correct, willing to collaborate with the personnel of the Contracting Authority and with any external users who may access the premises. All personnel are obliged to maintain secrecy regarding any information and/or situation they may become aware of during their work.

It is forbidden to divulge to subjects other than representatives and managers of the Institute (**Articles 28 and 29** of this GTS) information relating to the operations carried out, any problems encountered, and the possible resolutions.

TITLE III

QUALITY CONTROL AND CONFORMITY OF THE SERVICES

ALL LOTS

Article 14. Checks and Inspections

The verifications of conformity aim to certify that the services contracted have been carried out properly in technical and functional terms, in accordance and compliance with the rules, conditions, terms and requirements described in these TS and/or offered during the tendering procedure, if improved.

During the entire duration of each framework service contract, the Institute checks that the quality level of the service provided is maintained. In the event that a member of the support team no longer provides the consultancy service at a level considered acceptable, the Institute may request his/her replacement. The latter must meet the technical characteristics laid down in Technical Specifications (**Annex II-C-1, II-C-2**).

TITLE IV

OBLIGATIONS AND LIABILITIES IN THE EXECUTION OF THE SERVICES

ALL LOTS

Article 15. Obligations and charges to be borne by the Contractor

The Company shall bear all the obligations and charges relating to the service covered by this procedure, in compliance with the existing laws on environment, health, safety and hygiene in the workplace. The Company is also bound by the provisions included in these Tender Specifications, in the Annexes enclosed to its tender and in the invitation Letter.

The Company shall be held directly accountable for any bodily injury and/or property damage and any damage caused directly or indirectly to the EUI, members of the EUI-community, itself or third parties; any compensation shall be borne completely and exclusively by the Company.

The Company agrees to hold harmless and indemnify the Contracting Authority against any damage as well as criminal and civil liability towards third parties and/or property, directly and indirectly, also as a partial result or consequence of the services covered by the execution of the service.

For all its employees, worker members, representatives and/or collaborators in various capacities, the Company undertakes to respect and ensure compliance with its Personal Data Protection Policy as per the Decision of the President no. 10 of 18 February 2019, which can be consulted on the following page:

<https://www.eui.eu/About/DataProtection>

Article 16. Safety provisions

In order to ensure safety in the workplace, the Company is required to adhere strictly to the legislation on the protection of the health and safety of workers referred to the current legislation on this matter.

All the activities relating to the services covered by these Tender Specifications must be carried out in such an orderly manner, and including all necessary precautions, as to prevent any damage or injury to working staff and third parties, and not to cause damage to floors, furniture, doors and jambs, walls and paintwork, etc.). In the **Annex II-G** I is described the EUI Emergency Plan.

For any further details on the matter, please refer to the contents of “**Framework Service Contract**”, specifically in the **Article I.11**.

Article 17. Insurance Policy

Regarding the obligations entered into with the presentation of its tender, the Company expressly relieves the Contracting Authority from any and all liability in the case of accidents or damage suffered by persons, things, vehicles and valuables whether of the Institute, the Company or third parties and occurring due to the activities performed in the effectuation of their service.

To participate in this tender, each tenderer must demonstrate that they have taken out one or more policies with a leading insurance company to cover the Company’s civil liability, including its employees, contractors, or subcontractors, towards the Contracting Authority, other third parties, and towards employees or associates.

The guarantee ceiling should be appropriate to the activities covered by this FWC, including all the additional and complementary operations and activities necessary, with no exclusions or exceptions, and shall not in any case be less than Euro 1.000.000,00 per claim, for persons and things.

Each tenderer is asked to present a copy of these policies in their tender in support of administrative documentation.

For any further details on the matter, please refer to the contents of “**Framework Service Contract**”, specifically in the **Article II.3 Liability**.

TITLE V

NON-COMPLIANCE AND PENALTIES

ALL LOTS

Article 18. Sanction and penalty mechanism

The Company has an obligation to set up a structure which can ensure that every ordinary or on-request service is carried out in accordance with the timeframes and procedures envisaged by this GTS.

The Contracting Authority may, at any moment, carry out checks and inspections on the proper fulfilment of the services contracted.

Without prejudice to other penalties prescribed by statutory provisions, the Contracting Authority reserves the right to apply the following sanctions to the Company, if for any reason the service has not been executed in its entirety or does not conform to the contents of these TS:

- Failure to replace not welcome employees or a delay in doing so shall lead to a penalty up to € 800.00 (eight hundred/00) euros for each day of delay in relation to the term of 5 (five) days from the formal request.
- Disclosure of sensitive information relating to the activities carried out, any problems encountered and the possible resolutions to individuals other than representatives and managers of the Institute (**Articles 28 and 29** of these GTS) depending on the impact caused, the company shall incur to:
 - the replacement of the staff of contractor involved with up to € 50,000 (fifty thousand/00) euros for each episode discovered
 - the dismissal of the contract with a sanction up to € 100,000 (one hundred thousand/00) euros.
- Generic and information security policy violations as described in the contract provided by the Institute, in these GTS (Annex I), in its offer (Annex II) and in the Letter of Invitation, shall incur a sanction up to € 800.00 (eight hundred/00) for each episode duly ascertained or in the most severe cases and repetition in the replacement of the staff of contractor involved with up to € 50,000 (fifty thousand/00) euros for each episode discovered

Any application of penalties will be preceded by regular notification of breach of contract, in response to which the Contractor will have the right to present justifications within 5 (five) calendar days from receipt of notification of the claim sent by the Contracting Authority.

In case of absence or non-acceptance of counter-arguments, the Contracting Authority will proceed with the application of the aforementioned penalties.

The Contracting Authority, in addition to proceeding with the application of the penalties referred to in the preceding paragraphs, will not compensate for non-actioned services and reserves the right to call for others to perform the failed or incomplete service.

The application of the penalties provided for in this Article does not preclude the Contracting Authority from claiming compensation for any damages suffered either by itself, by members of the EUI-community or by third parties in the context of the present contract. Nor does it preclude the EUI from claiming reimbursement from the Contractor in cases of joint and several liability for damages suffered by third parties.

TITLE VI

EXCLUSION, SELECTION AND AWARD CRITERIA

ALL LOTS

Article 19. Exclusion criteria

Tenderers must not be in one of the exclusion situations listed below:

- a. Are Bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- b. Have been convicted of an offence concerning their grave professional conduct by a final judgment of a competent judicial authority or administrative decision or decisions of international organisations.
- c. Are not in compliance with the obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of Italy being the country of establishment of the Institute or those of the country where the contract is to be performed. This breach needs to have been established by a judgement or administrative decision having final and binding effect in accordance with the legal provisions of the country in which the economic operator is established or of those of Italy being the country of establishment of the Institute;
- d. Have been the subject of a final judgment for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or other forms of trafficking in human beings or any other illegal activity, where such illegal activity is detrimental to the Institute's financial interests;
- e. Have been in serious breach of a contract financed by the Institute or have been the subject of an offense of serious irregularity established by a final judgment of a competent judicial authority or administrative decision;
- f. Are subject to an administrative penalty for being guilty for grave professional misconduct, or for having made substantial errors or committed irregularities or fraud, or have been declared to be in breach of their obligations under contracts covered by the Institute's budget (Article 41 of the EUI's Public Procurement Regulation (President's Decision No. 19/2018 of 16th May 2018)).

In addition to the above, contracts may not be awarded to tenderers who, during the procurement procedure:

- g. Are subject to a conflict of interest;

- h. Are guilty of misrepresentation in supplying the information required by the Institute as a condition of participation in the contract procedure or fail to supply this information.

Evidence requested:

Tenderers must certify that they are not in one of the exclusion situations by providing in the tender a signed and dated Declaration on Honour available in Annex 3. In case of a consortium submitting an offer, or in case of subcontracting, such declaration on honour should be included in the offer for each member of the consortium and for each identified subcontractor.

In addition, the Contractor shall provide, within 15 days following notification of award and preceding the signature of the FWC, the following documentary proofs to confirm the declaration referred to above:

- For points a, b, d and e: a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- For the situation described in point (c) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Where the document or certificate referred to above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative

EUI reserves the right to verify the information and to request further supporting evidence prior to the signature of the FWC.

Article 20. Selection Criteria

To participate in the tender, Tenderers must be in possession of every one of the below-outlined requisites. Tenderers in default of any single requirement will be excluded from the tender.

General requisites

- a) Enrolment in the CCAA (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 tender; and therefore that the tender submitted is profitable, and that the company undertakes to hold said tender valid and binding for **one-hundred-and-eighty (180) days**, starting from the deadline for submission of the tender;
- d) 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;
- e) Declaration of being in compliance with the labour regulations governing the right to work of persons with disabilities and of being in compliance with the current environmental laws and regulations;
- f) 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;

Requisites of Economic and Financial Capability (for all lots):

- g) 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 GTS, 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 services that are the object of this tender;
- h) Certificates for the following insurance policies, valid for the entire duration of the FWC, and complying with the ceilings as follows:
 - i. Civil Liability insurance: with a ceiling of at least €1 million
 - ii. Civil Liability Insurance for Service Provider: with a ceiling of at least €1 million
- i) Audited accounts for the last three years, or fewer if the Company has not been in activity for three years
- j) 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 (i)
- k) In the event that the Company is unable to provide the documentation called for under item (j), 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

- l) Declaration that, over the previous three years (**2017-2018-2019**), the Company's overall annual turnover, excluding VAT, was not lower than **€100.000 (One hundred thousand/00)** taking into consideration each lot for which a tender is submitted;

Requisites of Technical Capability (for all lots):

- m) 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 (**2017-2018-2019**), 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/00)**, 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. In the case of successfully completed services, the Company shall produce the certificate of final completion issued by its public or private client.

- n) Possession or proof of activation of the procedure for the obtaining of the sequent certifications:
- 1) Lot 1: ISO 9001
 - 2) Lot 2: ISO 9001; ISO/IEC 27001

Specific Selection Criteria (Technical Requirements) for each lot:

For the list of required skills of the support team for each Lot, see the relevant Technical Specifications (**Annex II-C-1, II-C-2**).

The document is organised so that each Annex contains all the specific selection criteria to each Lot. For example: **Annex II-C-1** contains the list of required skills relative to Lot 1. **Annex II-C-2** contains the list of required skills relative to Lot 2, etc.

The Institute reserves the right to carry out sample checks to ascertain the truthfulness of tenderers' declarations.

Article 21. Awarding Criteria

ALL LOTS

Only those Tenderers that meet all the requirements listed in **Article 20** and are compliant with exclusion criteria listed in **Article 19** shall be eligible for the next stage of the procedure, the technical and qualitative evaluation.

The tenders that are awarded at least the minimum technical score of 40/70 will be eligible for the economic evaluation.

The FWC shall be awarded according to the principle of the “**Most economically advantageous tender**”, based on the internal Evaluation Committee’s assessment: out of a maximum score of **100**, each tender shall be awarded points according to the following parameters:

MAXIMUM SCORE	
Technical and Quality Evaluation, Q	70/100
Economic Evaluation, P	30/100

The tender’s Total score **T** shall be made up of the sum of its Technical and Quality score **Q** and its Economic score **P**:

$$\text{TENDER TOTAL Score } T = Q \text{ (Technical and Quality Evaluation) } + P \text{ (Economic Evaluation)}$$

The Tenderer whose tender obtains the highest final score (T) is the Tenderer who will be awarded with the FWC.

In order to assign scores for the technical and qualitative aspects of the service and for the economic evaluation of each Lot, please see pertinent Technical Specifications (**Annexes II-C-1 , II-C-2**) and Economic Offer (**Annexes II-D-1, II-D-2**) respectively.

Article 22. Attribution of points relative to technical e qualitative aspects of service

All LOTS

In order to assign scores for the technical and qualitative aspects of the service of each Lot see the pertinent Technical Specifications including Specific Award Criteria (**Annexes II-C-1 , II-C-2**)

Article 23. Allocation of scores relating to price

All LOTS

In order to assign scores for the economic aspect of the service of each Lot see the pertinent Technical Specifications including Specific Award Criteria (**Annexes II-C-1, II-C-2**)

TITLE VII – ADMINISTRATIVE INFORMATION

ALL LOTS

Article 24. Subcontracting and outsourcing

The FWC may not be reassigned, on pain of annulment.

Subcontracting is allowed in accordance with the provisions of **Article II.7** of the Framework Service Contract provided by the Institute and specified in detail in the tender documents.

In the event of a breach of the rules indicated above, without prejudice to the right of the Contracting Authority to compensation for any damage and expenditure, the Institute reserves the right of resolving the FWC by law.

Article 25. Payment method

The Contracting authority will make payment within 60 (sixty) days of receipt of invoice, in accordance with the arrangements specified in **Articles I.4** and **II.15** of the Framework Service Contract.

Article 26. Regular price revision

The amount due by FWC for the services to be provided may be reassessed on the basis of **Article I.3.2** of the Framework Service Contract.

Title VIII - FINAL PROVISIONS

ALL LOTS

Article 27. General information

All aspects of the procurement procedure shall be performed in compliance with the Institute's internal regulations, and especially in accordance with High Council's Decision No.6/2015 laying down the EUI's regulatory and financial provisions, and with the President's Decision No.16/2018 on Public Procurement, all of which are available on the EUI's website: <https://www.eui.eu/About/Tenders>

Participation in this procurement procedure implies full acceptance of the above-mentioned regulations.

The rules governing the future relationship between the Contracting Authority and the Contractor that is awarded the FWC, including payment terms, processing of personal data, dispute settlement methods, both in the tender procedure and in the implementation and performance of the FWC, are all contained in the Draft Framework Service Contract provided by the Institute and included in the tender documents.

Article 28. Person responsible for the contract

The Contracting Authority appoints the Director of the European University Institute's ICT Service as the Responsible Officer for the present procurement procedure.

The Responsible Officer shall be in charge of all exchanges and communications with the Company that is awarded with the FWC, 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.

Article 29. Contract contacts

In order to ensure that the FWC is performed satisfactorily and to guarantee a correct contractual relationship with the Company that is awarded with the FWC, the ICT Service's Contract Manager shall be the Reference Person for the FWC. 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 FWC;
- oversee the correct performance of the service and verify the results;
- where necessary, and on the basis of serious and proven motives, demand that a member of the Company's staff be removed from the premises and replaced;
- propose to the Responsible Officer, see **Article 28** above, the application of penalties and, if necessary, the termination of the FWC;
- check all invoices issued by the Company, initialling them in approval.



Article 30. Final Provisions and Annexes

This Annex (General Tender Specifications) consist of **30 Articles**, and **19 Pages**.

The tender documents are composed of the **Framework Service Contract** provided by the Institute, the **Invitation Letter**, this **General Tender Specification (Annex I)** and the Contractor’s offer, including the following **Annexes** (from **Annex II-A** to **Annex II-G**):

Annexes:

- Annex II-A Request to participate in the Tender
- Annex II-B Declaration on Honour
- Annex II-C-1 Technical Specifications - Lot 1 - IAM
- Annex II-C-2 Technical Specifications - Lot 2 - ISS
- Annex II-D-1 Technical Offer Form - Lot 1 - IAM
- Annex II-D-2 Technical Offer Form - Lot 2 - ISS
- Annex II-E-1 Economic Offer Form - Lot 1 - IAM
- Annex II-E-2 Economic Offer Form - Lot 2 - ISS
- Annex II-F Vacation-Days-2020
- Annex II-G EUI Emergency Plan
- Annex II-H Declaration of Confidentiality
- Annex II-I Checklist

Signature of Legal Representative

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Company’s Stamp

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