



INFORMATION and COMMUNICATION TECHNOLOGY SERVICE

## **OP/EUI/ICTS/2021/01**

Special Tender Specifications for the supply of On-Site services of Support and Development (DevOps) of in-house software solutions with the European University Institute.



**YEAR 2021**

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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).

For more information please visit the official website at [www.eui.eu](http://www.eui.eu).

#### **Article 2. Definitions**

"Contracting Authority", "Institute" and "Client" shall mean the European University Institute (EUI), which will be awarding the contract for the supply of 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 services that are the object of these STS.

"Competitor", "Candidate" and "Tenderer" shall mean any company that submits an Offer through the tender procedure.

"Service in Charge of the tender procedure" shall mean the EUI's Information and Communication Technology Service (ICT Service).

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

#### **Article 3. Object of the contract**

The Institute is launching this tender procedure in order to enter into a "Framework Service Contract" with a company that will be awarded the tender. The object of the contract is the supply of on-site development and support (also known as DevOps) of in-house software solutions for the Institute. All requested services shall be provided at the existing and future premises pertaining to the Contracting Authority (see Article 7).

The EUI seeks a strategic partner for outsourcing a significant part of its software development and software operations capabilities. The team members are inserted on site with EUI staff members and operate as a single (joint) team. A permanent team of 1.5 FTE is foreseen which may be extended based on project needs.

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 Framework Service Contract and the documentation submitted by the Company as part of its tender.

The on-site support of development is comprised of:

- Collaboration during functional analysis;
- Programming, testing, maintenance and operation (DevOps) of web applications, database integrations, APIs, scripts, client-server applications and other systems/systems components as required by the Institute;
- Technical and user documentation of results;
- Application support.

#### **Article 4. Contract Information**

The Framework Service Contract concluded at the end of this procedure will be based on the “**Draft Framework Service Contract**”. It will be supplemented by this STS and its annexes, by the invitation letter and by the offer presented by the company during the tender and of all the attached documentation.

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.

#### **Article 5. Duration of the contract**

60 (sixty) consecutive months from the date of signature of the parties, starting from the date of the last signature on the Framework Service Contract (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 maximum presumed amount of the tender is €1.625.000,00 (1 million six hundred and twenty-five thousand /00), excluding VAT, for the 5 (five) years of the overall duration of the contract.

The indicated value was determined on the basis of previous services of a similar nature and size already subscribed by the Institute in previous years.

This Framework Contract foresees the issuance of 1 or more Order Forms for maximum 2 FTE (1 Senior + 1 mid-level) in the first year. We are considering for the first year a maximum amount of 125.000,00 (70.000,00 for Senior FTE and 55.000,00 for Mid-Level FTE).

For the subsequent four years the numbers of FTE could be expanded up to maximum of 6 FTE (3 Senior + 3 Mid-Level) for a maximum total amount of €375.000,00 a year.

The maximum presumed amount for the entire period of five years is €1.625.000,00 (1 million six hundred and twenty-five thousand /00).

This estimate is to be considered valid only for the purpose of establishing the presumed maximum value of the tender, no rights can be derived from this estimate.

For this reason the successful tenderers cannot claim beyond the payment of the service provided at the agreed prices and conditions.

The amount of the tender includes all those services envisaged in this STS 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**

To provide the required service, members of the Support team will carry out activities on EUI premises, at the EUI building: **Villa il Poggiolo**, Piazza Edison, 11 - 50133 Firenze (FI).

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 Framework Service Contract 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)*
- **Convento di San Domenico**  
*Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)*
- **Villa la Fonte**  
*Via delle Fontanelle, 18 - 50014 San Domenico di Fiesole (FI)*
- **Villa Malafrasca**  
*Via Boccaccio 151 - 50133 Firenze*

- **Villa la Pagliaiuola**  
*Via delle Palazzine, 17-19 - 50014 San Domenico di Fiesole (FI)*
- **Villa Paola**  
*Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)*
- **Villa il Poggiolo**  
*Piazza Edison, 11 - 50133 Firenze*
- **Villa Raimondi**  
*Via Boccaccio, 121-111 - 50133 Firenze*
- **Villa Salviati**  
*Via Bolognese, 156 – 50133 Firenze*
- **Villa San Felice**  
*Via dei Roccettini, 3 - 50014 San Domenico di Fiesole (FI)*
- **Villa Schifanoia**  
*Via Boccaccio, 121 - 50133 Firenze*
- **Palazzo Buontalenti**  
*Via Cavour, 65 - 50129 Firenze*

(see also <https://www.eui.eu/en/public/about/eui-campus> for an update sites list)

Works may (partially) be performed off-site but only in mutual agreement. In case of force majeure, such as the recent COVID-pandemic, works may be required to be performed off-site under the conditions as laid out in these tender specifications.

## TITLE II

### GENERAL CHARACTERISTICS OF THE SERVICES

#### **Article 8. General description of required service**

The principal requirement in this call for tender is for the support of development and maintenance (DevOps) of in-house software solutions as listed in article 3. The service will be provided on-site by a team of minimum 1.5 FTE developers (one FTE senior, half an FTE mid-level/senior); this may be expanded based on project needs.

The activity, described in detail in the following paragraphs, shall be carried out with the supervision of a unit of full-time Institute staff, that is, every working day of the year except during the days of closure (35gg approximately - see Annex F) of the Institute.

#### **Article 9. Description of services and requirements**

The team will provide developments and operations based on the MVC framework, in .NET environment. Developments includes database design and development, integration and automation between systems using PowerShell and API development using JSON and REST. In addition, java script and CSS are used for front end development. A limited amount of management and administration of windows server and services such as IIS will be required. The technology stack in use, which we require the outsourced team members to master, is detailed including with the required number of years of experience in the table below.

The team must be comprised of two developers, in a way that one developer can be substituted by another for holidays/sick leave or for specific technical skills. The analysis and design of the solutions to be developed will remain the responsibility of the European University Institute, while the implementation, documentation, test plans and quality control is the responsibility of the developers.

At least one of the team shall be a senior developer with a minimum of 5 years' experience and the second developer must have a minimum of two years professional experience.

Specifically, the team's experience must include the key languages, standards, frameworks, and services as follows:

- NET framework, C#, ASP.NET / MVC
- Powershell
- Javascript ,REST API, JSON, CSS
- DB Design and development, Oracle and/or SQL Server, PL/SQL
- SVN, Visual studio, Office 2010 +



- GDPRCrystal reports, Oracle BI and/or Power BI
- Windows server (services) and web (site /services) administration, AD and IIS administration

It is an advantage if the team's experience also includes the following:

Bootstrap, JQuery , MS Dynamics ,VB.NET, NHibernate, Linq, ADO NET or other ORM, Jira, Toad for Oracle, Docx lib, Magento, Apache Tomcat, Java, PHP, Barcodes

### **Article 10. Activities on the On-site Development Support Service**

The main activity of this tender procedure consists of ensuring support for development with a daily presence of 8 hours on-site during working hours, between 9:00 and 18:00, on all days on which the Institute is open (as defined in Annex II-F).

The areas of competence of the service include the following:

- Co-writing of design documentation where the European University Institute is responsible for the analysis
- Use Jira in collaboration with other team members and end users
- Autonomous programming /development of approved solutions using technology agreed with the EUI person responsible for the project.
- Using SVN for software version management
- Technical and functional documentation of solutions developed
- User documentation (in English) of the solutions developed and put in production
- Use of ticketing system for user support
- Deploying and running applications/information systems on Windows or Linux servers and client-server applications on Windows (version 10+)
- Updating Windows operating systems and application server.

In extraordinary circumstances it may be necessary to work on a weekend day or a day that the EUI is closed; this work will be coordinated and agreed in advance.

### **Article 11. Staff**

The services envisaged in these Tender Specifications shall be provided by the Contractor, under its own liability, and using its own staff (working as part of a joint development team with EUI staff).

The Contractor shall entrust the service to persons whose skills, honesty and integrity are proven, and who are capable of correct and irreproachable behaviour, as well as displaying restrained, discrete and polite manners, and who must also show their readiness to collaborate willingly both with the Contracting Authority's in-house staff and with the users to whom the services are provided directly.

Each team member deployed by the Contractor shall fulfil the requirements listed in articles 9 and be able to carry out the work described in article 10. They must also have sufficient knowledge of English to be able to carry out their daily work, including but not limited to the necessary technical research and to be able to read manuals relating to platforms and applications in use. They must also speak fluent Italian.

The team members shall be assigned to the EUI for a minimum of one year to avoid start-up / handover costs and warrant continuity. If a team member is substituted within this term, the Contractor shall see to a sufficient handover at own expenses as defined in article 16.

The Contractor must supply any device (e.g. laptop including MS Visual Studio, tablet, cell phone etc.) necessary for the members of the team to carry out their work in complete autonomy. EUI-specific software licences (e.g. the DevExpress development library) shall be provided by the Institute.

#### **Article 12. Supervisory role**

The senior member of the team will take on a supervisory role in agreement with the Contracting authority. This Supervisor will be the contractor's designated representative and shall oversee activities and other developers engaged in service to ensure compliance with the functions and tasks to be performed.

Any communication, including any complaint for non-performances or breaches, submitted by the Contracting Authority to the Supervisor shall be considered as submitted to the Contractor directly.

The Contractor will be in charge of the services that are the object of this tender and shall ensure that there is regular communication with the Supervisor.

The Contractor is responsible for ensuring that services are provided according to the terms and conditions of the Tender Specifications, including the Annexes, and the detailed commitments undertaken by the Contractor in the Offer it submitted as its bid, as defined by the contractual terms

The Supervisor shall communicate any and all information relating to activities carried out, to problems incurred and to their possible solutions, only and exclusively to the Person responsible for the contract and the Reference person appointed by the Institute (Articles 28-29 of these Tender Specifications); non-compliance shall lead to the application of specific sanctions and/or disciplinary measures.

#### **Article 13. Coordination meetings**

The Company shall prepare meetings in collaboration with the staff of the EUI, to review the work being carried out by the team twice per year, and on an ad hoc basis to resolve technical problems or to ensure

continuity of operations in case of the substitution of one of the team members. The meeting agenda will be forwarded to EUI staff in advance. The company will write and circulate the minutes.

#### **Article 14. Team member training**

The Contractor may provide training for its team members in an area relating to the technologies included in article 9, up to a maximum of 4 days per year per FTE (or proportionally less for non-FTE team members) at the Contractor's expense. The training course must be agreed with the Contracting Authority in advance based on the training syllabus and proven by a certificate of participation. Participation in training can be considered as normal hours of service to the Contracting Authority.

The timetable for training, mode of delivery and type of course must be agreed in advance with the Contracting Authority. The Contracting Authority reserves the right to request information regarding the type of training and the provision thereof.

#### **Article 15. Provisions concerning personnel**

The Company must employ a team of workers for the service with characteristics satisfying the Institute's requirements in terms of professionalism, number of FTE, experience, training, and competence in order to allow the execution of services in full respect of the provisions of these STS, 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 Framework Service Contract 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 confidentiality regarding any information and/or situation they may become aware of during their work.

It is forbidden to divulge to subjects other than to representatives and managers of the Institute (**Articles 31** and **32** of this STS) information relating to the operations carried out, any problems encountered, and the possible resolutions.

At least five days before the implementation of the contract begins, the Contractor shall provide the Contracting Authority with the following documentation relating to all the staff members that it plans to employ in providing the service. This documentation is essential to allow preparation of the EUI account and access badge:

- a complete list of the names of all the staff members that the Contracting Authority has selected as members of the Support Team, including for each person the place and date of birth, the professional qualification and all information on the employee's insurance and social security standing;

- a copy of a Non-Disclosure Agreement for all employees (see **Annex II-G**\_Declaration of confidentiality NDA)

Also, before the implementation of the contract the Contracting Authority may request the following documentation relating to all the staff member:

- copy of the personal employment record book of each of the employees (showing that they are on the payroll);
- disclosure from the Prosecutor's Office and the Criminal Records Bureau showing that no charges are pending against the employee
- a copy of the Court records of the Company's legal representative.

This same documentation shall be submitted by Contractor every time a change occurs in the workforce providing the service, either because an employee needs to be replaced or because further employees are assigned to the service: documentation relating to the new employees shall be submitted within three days from the change.

A team member is assigned to the EUI for a minimum of one year for productivity purposes. In the case of necessity to replace one or more team members, the Contractor will propose the new team member following the staff selection process described in article 14, acceptance of the new member will be made after technical interview. The Contracting Authority reserves the right to refuse the person/s. In case of disagreement or if the Company cannot provide a substitution considered adequate for the Contracting Authority, it reserves the right to cancel the contract. In case the team member is substituted / replaced within the minimum period, the Contractor shall organise the handover at their own expenses.

The Contracting Authority reserves the right to ask the Contractor to replace any employee that may not be considered suitable for the service for specific and demonstrated reasons. In such an event, the Contractor shall provide for a replacement within 10 (ten) working days, and such a replacement shall not give rise to additional expenditure for the Contracting Authority.

The members of the Team shall display an ID badge and any other means of identification required while they are at work providing the service; they shall be fully informed as to the rules governing the implementation of the Contract and be fully aware of the specific features of the premises where they are expected to provide their services.

The members of the Support Team shall have access to the premises of the Institute and are required to observe all existing safety and security rules, including the Institute's internal Safety and Security Policy, which can be consulted at: <http://www.eui.eu/About/SafetyandSecurityPolicy.aspx>. The Contractor shall ensure that all employees are fully informed of the provisions in the regulations.

The Contractor is further liable for the personal safety of its employees: it shall provide members of its staff with all necessary information and training, and shall hold the Contracting Authority harmless, exempting

the Institute from any liability or consequence of any accident that may occur during the performance of the services that are the object of this tender.

The members of the Support Team shall observe rules of strict confidentiality regarding facts and circumstances that they may have become acquainted with in the performance of their duties, in full compliance with the existing laws as well as in observance of the Institute's own internal regulation which can be consulted at: <http://www.eui.eu/AboutTheWebsite/DataProtection.aspx>.

In its relationship to all staff members engaged in providing the services, the Contractor shall apply contractual and remuneration conditions that are at least equivalent to those envisaged by the applicable national collective labour agreements, valid at the time of signing the Contract, as well as any conditions that may be introduced by later amendments and improvements and, in general, by any other successive collective labour agreement for the relevant category of workers valid in the Province of Florence. The Contractor shall furthermore continue to apply the conditions of the collective agreements even after their expiry, until they are replaced or renewed. These obligations shall be considered binding for the Contractor, even if the Contractor is not a member of a professional association that has signed the collective agreements, or has resigned from one.

Should the Contracting Authority ask, the Contractor shall submit all necessary documentation proving that the treatment – in terms of salary conditions and social security contributions – of its employees engaged in the service for the EUI is in full compliance with the conditions agreed upon. Should the Contracting Authority find that Contractor is in violation of the labour laws, it will first communicate its findings to the Contractor and then report the matter to the Labour Inspectorate competent for the question. It shall further reserve the right to enforce and take possession of the performance bond, and the Contractor shall be obliged to produce a new performance bond. The sum taken over by the Contracting Authority shall only be returned when the Labour Inspectorate declares that the Contractor has remedied its violations of the labour laws.

The Contractor declares that it is aware that the EUI's calendar of activities, holidays and vacation periods differs from the national Italian calendar; and it undertakes to observe the EUI's calendar, taking note that the 2022 calendar are included in Annex II-F.

The Contractor shall ensure that services are correctly provided under all circumstances, with the sole exception of circumstances of force majeure (see **Article II.10 – Framework Service Contract**).

## **Article 16. Staff selection process**

In order to evaluate the professional skills of each member of the Support Team, the Contractor is required to provide the Contracting Authority with a detailed profile of each, using Annex II-H and which includes:

- Name and surname of the person, commune of residence;
- Curriculum Vitae;
- Dates of employment with the Contractor;
- Overview of skills;

- Development experience;
- English Language level (auto-evaluation CEFR, which will be tested during interview);

This information shall be clearly provided in the Technical Offer, in a specific chapter describing the team members who will be involved in providing the services. In this specific chapter, tenderers must also include the Annex H completed for each staff member and any other document that may be useful in providing relevant information regarding the Tenderer's candidates' preparation.

Together with the Technical Offer (Annex C), this document contributes to the basic information required to determine whether the Tenderer has complied with the minimum threshold of technical admissibility (see Table 1, Article 25 below).

All staff proposed as part of the Support Team shall be invited for an interview to verify that they possess the qualifications listed in the preceding article and stated in the Technical Offer.

### TITLE III

#### QUALITY CONTROL AND CONFORMITY OF THE SERVICES

##### **Article 17. 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 STS and/or offered during the tendering procedure, if improved.

During the entire duration of 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 Articles (**Art. 9, 10, 11 and 16**).

### TITLE IV

#### OBLIGATIONS AND LIABILITIES IN THE EXECUTION OF THE SERVICES

##### **Article 18. 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 19. 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 property. In the **Annex 7** 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 20. 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

#### **Article 21. 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 Framework Service Contract.

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

The Contracting Authority shall submit its complaints according to the procedure described in **Article I.9 of Framework Service Contract**°.

The entity of the penalty shall be established in relation to the severity of the breach. Two levels of severity have been established, based on the financial entity of the breach.

The Contracting Authority reserves the right to apply the penalties listed below. The following list of breaches shall not be considered an exhaustive list of possible instances of non-compliance. The Institute reserves the right to sanction other behaviours that may affect and/or interrupt the normal provision of services.

1st level: **€ 250.00**

- for each instance of failure to observe working hours, without suitable justification, reiterated more than three times within one month;

2nd level: **€ 1,000.00**

- loss of the result of work with serious impact on schedules or risk of defaulting on safety and security of confidential data
- for each case of failure to observe strict confidentiality rules regarding facts and circumstances which the Contractor’s staff may have become acquainted with in the performance of their duties;

Should more than three penalties be applied during one semester (six consecutive months), the Contracting Authority reserves the right to terminate the contract, enforcing and taking possession of the Contractor's performance bond.



In such an event, the Institute is entitled to enter into an agreement with another supplier, beginning with the other Tenderers in this procedure, following the classification assigned in the tender award itself; the Contracting Authority also reserves the right to undertake any form of legal action envisaged by the law.

## TITLE VI

### EXCLUSION, SELECTION AND AWARD CRITERIA

#### Article 22. 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 16<sup>th</sup> 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 II-B**. 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 Framework Service Contract, 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 Framework Service Contract.

**Article 23. 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 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 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;

**General Technical, Economic and Financial Capacity Requirements:**

- 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 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 services that are the object of this tender. The EUI may accept only one bank reference if duly justified by the tenderer;
- h) Certificates for the following insurance policies, valid for the entire duration of the Framework Service Contract, 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) Declaration that, over the previous three years (**2018-2019-2020**), the Company's overall annual turnover, excluding VAT, was not lower than **€750.000 (seven hundred and fifty thousand)**;
- j) Declaration that the Company is currently executing and/or has executed over the previous three-year period (**2018-2019-2020**) 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 (**2018-2019-2020**), 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 **€150.000,00 (one hundred and 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.

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

#### **Article 24. Awarding Criteria**

Only those Tenderers that meet all the requirements listed in **Article 23** and are compliant with exclusion criteria listed in **Article 22** shall be eligible for the next stage of the procedure, the technical and qualitative evaluation. The Offers that are awarded at least the minimum technical score (the minimum threshold of technical suitability is **38/70**) will be eligible for the economic evaluation.

The Framework Service Contract shall be awarded according to the principle of the “**Most economically advantageous tender**”, based on the evaluation that will be carried at the unquestionable discretion of the competent Institute's internal committee entrusted with this task (Evaluation Committee), which will attribute a score to each bid, out of a maximum score of **100**, according to the following parameters:

| <b>MAXIMUM SCORE</b>                       |               |
|--|---------------|
| Technical and Quality Evaluation, <b>Q</b> | <b>70/100</b> |
| Economic Evaluation, <b>P</b>              | <b>30/100</b> |

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**:

|  |
|--|
| <b>TENDER TOTAL Score T = Q (Technical and Quality Evaluation) +<br/>P (Economic Evaluation)</b> |
|--|

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

**In case of award, the Technical Offer integrates the provisions of the STS and will be an integral part of the contract.**

In order to assign scores for the technical and qualitative aspects of the service and for the economic evaluation, please see (**Article 25**) and Economic Offer (**Article 26**) respectively.

## Article 25. Attribution of points relative to technical e qualitative aspects of service

Each parameter will be assigned weighting factors, for a total sum of 70; multiplied by the quality coefficient that is assigned by the selection Committee at its own discretion (a coefficient ranging from 0 to 1, as described in tables 2 - 4), these points will determine the score to be assigned to each aspect of the Offer listed in Table 1.

To determine the score for the skills and competences of the On-Site Support service staff members (the Support Team), the proposed candidates will be further examined in individual interviews, in order to evaluate their specific skills, as listed in **Articles 9** and **Articles 10**.

These interviews shall verify the candidates' level of technical and ICT competence described in the team members' profile and Italian and English language skills. For each item, the jury will assign a score between 0 and the maximum score shown in the table, at its discretion, based on the degree of compliance with the requirements of this document.

| Table 1 – Technical and Qualitative aspects scoring |  |             |            |
|---|--|-------------|------------|
| Description   |  | Min. Score  | MAX. Score |
| <b>Qualification of Company</b>                     |  | <b>7,5</b>  | <b>15</b>  |
| <b>A1</b>   | Degree to which proposals match the terms and conditions of the STS  |             | <b>10</b>  |
| <b>B1</b>   | Number of qualified technical persons proposed and ability to expand |             | <b>5</b>   |
| <b>Qualification of Team</b>                        |  | <b>12,5</b> | <b>25</b>  |
| <b>C1</b>   | .NET framework   |             | <b>1</b>   |
| <b>C2</b>   | C#   |             | <b>5</b>   |
| <b>C3</b>   | ASP.NET / MVC  |             | <b>5</b>   |
| <b>C4</b>   | Powershell   |             | <b>1</b>   |
| <b>C5</b>   | Javascript   |             | <b>0,5</b> |
| <b>C6</b>   | REST API   |             | <b>1</b>   |
| <b>C7</b>   | JSON   |             | <b>1</b>   |
| <b>C8</b>   | CSS  |             | <b>0,5</b> |
| <b>C9</b>   | DB Design and development  |             | <b>0,5</b> |
| <b>C10</b>  | Working with / understanding GDPR                                    |             | <b>2</b>   |
| <b>C11</b>  | Oracle or SQL Server   |             | <b>0,5</b> |
| <b>C12</b>  | PL/SQL   |             | <b>0,5</b> |
| <b>C13</b>  | SVN  |             | <b>0,5</b> |
| <b>C14</b>  | Visual studio  |             | <b>1</b>   |
| <b>C15</b>  | Office 2010 +  |             | <b>0.5</b> |

|                                    |   |            |            |
|------------------------------------|---|------------|------------|
| <b>C16</b>                         | Crystal reports, Oracle BI and/or Power BI                        |            | <b>0,5</b> |
| <b>C17</b>                         | Windows server (services) and web (site /services) administration |            | <b>0,5</b> |
| <b>C18</b>                         | AD and IIS administration   |            | <b>0,5</b> |
| <b>C19</b>                         | Advantageous experience (listed in table 2 below)                 |            | <b>3</b>   |
| <b>Interview with team members</b> |   | <b>18</b>  | <b>30</b>  |
| <b>D1</b>                          | Web development experience in .NET environment                    | <b>5</b>   | <b>7</b>   |
| <b>D2</b>                          | Database design and development experience                        | <b>3</b>   | <b>5</b>   |
| <b>D3</b>                          | PowerShell experience   | <b>1,5</b> | <b>3</b>   |
| <b>D4</b>                          | JSON and API experience   | <b>3</b>   | <b>5</b>   |
| <b>D5</b>                          | Web front-end (Javascript and CSS experience)                     | <b>2,5</b> | <b>4</b>   |
| <b>D6</b>                          | Windows server and services administration including IIS          | <b>1</b>   | <b>2</b>   |
| <b>E7</b>                          | English Proficiency (CEFR minimum level B2)                       | <b>1,5</b> | <b>3</b>   |
| <b>E8</b>                          | <b>Italian Language Proficiency (CEFR minimum level B2)</b>       | <b>0.5</b> | <b>1</b>   |

The minimum threshold for technical admissibility is therefore 20/40 for the sum of key points assigned to parts A1, B1 and C1 – C19.

Tenderers who do not reach that threshold will not be put through to the interview stage.

The minimum threshold for admissibility to the third stage is 38/70 for the sum of points A1, B1, and C1 – C19, D1 – D6 and E7 – E8; in other words for those Tenderers meeting this minimum the Contracting Authority will evaluate the Economic Offer.

### Reference tables for qualitative aspects of the service

**Table 2** - List of advantageous experience referred to in item C19 in table 1 above

| <b>Table 2 – List of items that detail advantageous experience of team</b> |                   |
|--|-------------------|
| Advantageous experience  | Weight out of 100 |
| Bootstrap  | 20                |
| Jquery   | 20                |
| MS Dynamics  | 15                |
| VB.NET   | 10                |
| NHibernate, Linq, ADO NET or other ORM                                     | 5                 |
| Jira   | 5                 |
| Toad for Oracle  | 5                 |
| Docx lib   | 5                 |
| Magento  | 5                 |
| Apache Tomcat  | 3                 |
| Java   | 3                 |
| PHP  | 2                 |
| Barcodes   | 2                 |

**Table 3** - The quality coefficients will be applied for items **A1** in **Table 1**

| <b>Table 3 - Quality coefficients for A1</b> |   |             |
|--|---|-------------|
| Evaluation                                   | Description   | Coefficient |
| Excellent                                    | A well-structured proposal that is clear, precise and described in-depth, and describes how the Company will meet the requirements according to the STS and provide added value, over and above the Contracting Authority's requirements. | 1,00        |
| Good   | A well-structured proposal that successfully describes in satisfactory detail how the Company will meet the requirements according to the STS   | 0,75        |

|                |   |      |
|----------------|---|------|
| Satisfactory   | Acceptable proposal, with minimal description and structure of how Company will meet the requirements | 0,50 |
| Poor           | Mediocre report, lacking detail, structure or not adequately developed.                               | 0,25 |
| Unsatisfactory | Inadequate report, lacking details and structure  | 0,00 |

**Table 4** - The quality coefficients in table 4 will be applied for item **B1** in **Table 1**.

| Table 4 - Quality coefficient B1 |  |             |
|----------------------------------|--|-------------|
| Evaluation                       | Description  | Coefficient |
| Excellent                        | Contractor has experience in three or more similar contracts over last year and can propose more than three employees that meet skill requirements | 1,00        |
| Good                             | Contractor has experience in two similar contracts over last year and can propose at least three employees that meet skill requirements            | 0,75        |
| Satisfactory                     | Contractor has experience in one similar contract and can propose three employees that meet skill requirements                                     | 0,50        |
| Poor                             | Contractor has experience in one similar contract and does not propose more than two employees that meet skill requirements                        | 0,25        |
| Unsatisfactory                   | The proposed candidates do not meet one or more minimum requirements.  | 0,00        |

**Table 5** - The quality coefficients in table 5 will be applied for items **C1 – C19** in **Table 1**.

| Table 5 - Quality coefficients for C1 – C19 |                                 |             |
|---|---------------------------------|-------------|
| Evaluation                                  | Description                     | Coefficient |
| Excellent                                   | At least 3 year's experience    | 1,00        |
| Good  | At least 2 years' experience    | 0,75        |
| Satisfactory                                | At least one year's experience  | 0,50        |
| Poor  | Less than one year's experience | 0,25        |
| Unsatisfactory                              | No experience                   | 0,00        |



**Table 6** - The quality coefficients in table 6 will be applied for items **D1 – D6** in **Table 1**.

| <b>Table 6 - Quality coefficients for D1 – D6</b> |   |                    |
|---|---|--------------------|
| <b>Evaluation</b>                                 | <b>Description</b>  | <b>Coefficient</b> |
| Excellent   | Knowledge and/or experience are of a very high level, providing added value with respect to the Contracting Authority's expectations. | 1,00               |
| Good  | Knowledge and/or experience are of a high level   | 0,75               |
| Satisfactory                                      | Knowledge and/or experience are of a satisfactory level   | 0,50               |
| Poor  | Knowledge and/or experience are partially unsatisfactory  | 0,25               |
| Unsatisfactory                                    | Knowledge and/or experience are completely inadequate   | 0,00               |

**Table 7** - The quality coefficients in table 7 will be applied for items **E7 and E8** in **Table 1**

| <b>Table 7 - Quality coefficients for E7 and E8</b> |  |                    |
|---|--|--------------------|
| <b>Evaluation</b>                                   | <b>Description</b>   | <b>Coefficient</b> |
| C1 or above   | Able to use English in a wide range of contexts fluently and effectively | 1,00               |
| B2  | Can use English effectively with some fluency                            | 0,75               |
| B1  | Can communicate essential points and ideas in work context               | 0,50               |
| A2  | Can communicate in English in a limited range of contexts                | 0,25               |
| A1  | Knowledge of basics  | 0,00               |

#### **Article 26. Allocation of scores relating to price**

In evaluating the economic aspects of the offered service, the Evaluation Committee, shall use the scores shown in **Table 8**, the maximum sum of which (**P** parameter) is equal to **30**.

$$P = (P1+P2+P3) = 30$$

| Table 8                    |  |            |
|----------------------------|--|------------|
| Description of the Service |  | MAX Points |
| <b>P1</b>                  | <b>Senior Developer</b><br>per day rate - ON SITE<br>(Standard operation - 8 hours a day)    | <b>17</b>  |
| <b>P2</b>                  | <b>Mid-level Developer</b><br>per day rate - ON SITE<br>(Standard operation - 8 hours a day) | <b>11</b>  |
| <b>P3</b>                  | <b>% Daily rate increase for weekends and EUI days of closure (Extraordinary operations)</b> | <b>2</b>   |

The maximum score achievable for **P1** for the price **P** (**17 points**) will be awarded to the Tenderer who offers the best price for the “per day rate ON-SITE” consultancy for **Senior Developer** (lowest price). The other companies will be awarded different scores (rounded off to the second decimal figure, if necessary) calculated in proportion to the ratio between the best price and the price offered by each Tenderer.

The following formula will be applied:

$$P1 = 17 \times \frac{\text{Best price}}{\text{Price offered}}$$

where P1 = points (score) awarded to the offer.

The maximum score achievable for **P2** for the price **P** (**11 points**) will be awarded to the Tenderer who offers the best price for the “per day rate ON-SITE” consultancy for **Mid-Level Developer** (lowest price). The other companies will be awarded different scores (rounded off to the second decimal figure, if necessary) calculated in proportion to the ratio between the best price and the price offered by each Tenderer.

The following formula will be applied:

$$P2 = 11 \times \frac{\text{Best price}}{\text{Price offered}}$$

where P2 = points (score) awarded to the offer.

The maximum score achievable for **P3** for the price **P (2 points)** will be awarded to the Tenderer who offers the best price for the “% daily rate increase for weekends and EUI days of closure”. The other companies will be awarded different scores (rounded off to the second decimal figure, if necessary) calculated in proportion to the ratio between the best price and the price offered by each Tenderer.

The following formula will be applied:

$$P3 = 2 \times \frac{\text{Best \% Daily Rate}}{\text{\% Daily Rate offered}}$$

where P3 = points (score) awarded to the offer.

For the economic evaluation each company will be requested to fill in the economic offer form (**Annex II-D-1**).

## TITLE VII – ADMINISTRATIVE INFORMATION

### **Article 27. Subcontracting and outsourcing**

The Contract shall not be reassigned, on pain of annulment.

Subcontracting is **not** 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 Contract by law.

### **Article 28. 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 29. Regular price revision**

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

## Title VIII - FINAL PROVISIONS

### Article 30. 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 31. 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 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.

### Article 32. 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 31** above, the application of penalties and, if necessary, the termination of the Contract;
- check all invoices issued by the Company, initialling them in approval.

**Article 33. Requisites to be awarded the contract**

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

1. a copy of a Non-Disclosure Agreement for all employees (see **Annex II-G**\_Declaration of confidentiality\_NDA);
2. a copy of any certifications held to demonstrate possession of all the requisites declared during the tender.

Please note that should the successful tenderer not promptly fulfil the requisites outlined above, fails to present all documentation requested, provides no evidence of the requisites self-declared during the tendering procedure, or upon testing is found not to be in compliance with the declarations submitted in the tender, the Institute reserves the right to declare the Contract null and void and to award it to the following bidder in the list, or even to call for a new tender, with any costs incurred by the Contracting Authority to be borne by the Contractor in breach. 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 successful tenderer which will be formally invited to sign the Contract.

**Article 34. Final Provisions and Annexes**

This **Annex (Special Tender Specifications)** consist of **34 Articles**, and **29 Pages**.

The tender documents are composed of the **Framework Service Contract** provided by the Institute, the **Invitation Letter**, this **Special Tender Specifications – Annex I** and the following **6 Annexes** (from **Annex II-A** to **Annex-II-H**):

**Annexes:**

- Annex II-A - Checklist
- Annex II-B - Declaration on Honour
- Annex II-C - Technical Offer Form
- Annex II-D - Economic Offer Form
- Annex II-E - EUI Emergency Plan
- Annex II-F - Vacation Days 2022
- Annex II-G - Declaration of Confidentiality\_NDA
- Annex II-H - Overview Curriculum form

Signature of Legal Representative

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Company's Stamp

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