



REAL ESTATE AND FACILITIES SERVICE

**OP/EUI/REFS/2021/005**

**OPEN CALL FOR TENDERS FOR THE PROVISION OF ON-SITE AUDIO  
VISUAL TECHNICAL ASSISTANCE FOR THE CONFERENCE AND SEMINAR  
ACTIVITIES ORGANIZED BY THE EUI,  
INCLUDING THE PURCHASE OF VIDEO PROJECTORS.**

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**YEAR 2021**

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## CHAPTER I – GENERAL CONDIZIONS

### 1. Presentation of the European University Institute

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

The EUI Community numbers about 1,300 members. Researchers, academic and administrative staff are for the most part – though not exclusively – citizens of the Member States.

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

For more information, please see the EUI's official website at [www.eui.eu](http://www.eui.eu).

### 2. Definitions

The “Contractor” and the “Company” shall mean the tenderer that is awarded the contract for the provision of the service (or services) that are the object of these Special Tender Specifications (STS); “Competitor”, “Candidate”, “Tenderer” shall mean any company submitting a bid in the tender procedure.

The “Contracting Authority” and the “Institute” shall mean the European University Institute (EUI), which is awarding to the Company the contract for the provision of the services that are the object of these Special Tender Specifications.

### 3. Object of the tender

The object of the tender is to assign an on-site technical assistance service for the conferences, seminars and educational activities organized by the European University Institute.

The aforementioned activities will take place in the various rooms located at the Institute’s as described in more detail in Art. 10 below. The Company, in addition to the presence of two fixed on-site technicians with working hours from 8:00 am to 5:00 pm, will also be required to provide: one-off supply of any video projectors necessary for the proper functioning of the rooms as indicated in Annex G, assistance and, if necessary, the hiring of material to cope with major institutional events which can take place simultaneously on the same day at the Institute’s premises, or at other locations.

Following the innovations in the education sector where increasingly frequent recourse is made to events carried out in hybrid mode, changes accentuated by the restrictions necessary to contain the pandemic, the Institute is planning over the next 3-5 years, to standardize its audio-visual service in order to obtain a scalable, flexible system which allows simple and intuitive management of the rooms while making the most of the Institute’s premises.

The Company must therefore provide the assistance service at its own risk and with its own autonomous organization, adapting it to any technological innovations that may be introduced by the Institute during the validity of the contract, in accordance with the provisions of these STS, including all attachments, the invitation letter and, if an improvement, with whatever was proposed by the Company during the tendering procedure.

Whether the Institute is involved in the organization of events funded by external projects or external companies/bodies, the EUI reserves the right to avail itself of the services made available by suppliers that might differ from the Contractor, with no repercussions on the business relationship between the Institute and the Company awarded with this contract.

Due to the peculiar educational activities provided by the Institute and to the special needs of its internal web unit, with regard to services such as: interviews and e footage in a journalistic style, special and customised filming set-up, special events video training course, etc., the EUI reserves the right to commit, at its own discretion, to other economic operators.

#### **4. Duration**

The tender covered by this contract has a duration of 5 (five) years from the sign of the contract.

Where, at the end of the natural term of the contract, the Contracting Authority has not yet awarded a contract for the service covering the immediately following period, the Contractor shall be obliged to continue providing the service(s) for a period not exceeding 6 (six) months under the same terms and conditions in force at the expiration date.

The Contractor is subject to a probationary period of 6 (six) months. If during this period, the execution of the service does not correspond to the requirements of the tender specifications, or to any improvements offered in the tender by the contractor, the Institute shall be entitled to terminate the contract by serving a notice of 30 (thirty) days by registered mail.

#### **5. Estimated value of the tender**

The total five-year value of this contract has been estimated at € 2,065,000.00 (two million and sixty-five thousand/00) excluding VAT.

The above amount includes: the cost of the two on-site technicians; the cost for the one-off purchase of 36 video projectors for the rooms as described in Annex G; costs related to technical assistance and supplies of equipment necessary for the conduct of such annual institutional events; any small-scale purchases of audio-video material that prove necessary during the validity of the contract.

The amount indicated was determined by taking into consideration the costs incurred in the period from 2015-2020 and those resulting from the changes made to the service, such as the inclusion of an additional technician and the one-off supply of video projectors.

This estimate shall be considered valid only in order to establish the overall value of the tender and does not obligate the Contracting Authority to reach the above-mentioned total amount. For that reason, the Contractor shall not claim anything, but the payment of the services provided to the Institute according to the established terms and conditions.

This tender is considered to be for services and not for supply, given that the result of the statistics relating to the audio-visual services used most during the 2015-2020 period shows that the impact of the annual cost of on-site personnel and external technical assistance accounted for more than 50% of the estimated total amount of this contract.

#### **6. Payment arrangements and Regular price revision**

The Contracting authority shall make payment within sixty days of receipt of invoice, in accordance with the arrangements specified in Articles I.4 and II.15 of the draft contract.

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The amount due by contract for the provision of the services object of the tender may be revised upwards or downwards on the basis of Article I.3.2 of the draft contract.

### **7. Obligations to be borne by the Contractor**

The Contractor will be responsible for all the obligations linked to the services and supply described in this document, in compliance with the regulations in force with regard to health, safety and hygiene in the workplace.

The Contractor will respond directly to the Contracting Authority itself for any damage caused to persons and/or belongings. Any form of compensation will be covered entirely and exclusively by the Contractor itself.

The Contractor will not involve the Contracting Authority in any damage or criminal responsibility caused to third parties and/or belongings, directly or indirectly, even when these occur as a partial or indirect consequence of the services conferred to it.

The Contracting Authority will not assume any responsibility if, while providing the supply described in this contract, the Contractor makes use of devices, technical or any other type of solutions that breach patent, copyright or privacy laws in general.

If legal proceedings are brought against the Contracting Authority by third parties claiming rights on the goods purchased, the Contractor will sustain the costs of the defence in all legal proceedings for patent infringement in Italy or abroad (for inventions, industrial models and brands), including the costs for damages to third parties, legal costs and costs sustained in court. In this case the Contracting Authority will promptly inform the Contractor in writing of the above-mentioned legal actions.

### **8. 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.

The Company shall also provide any and all Individual Protection Devices (IPD) needed to ensure that all work can be performed in safety.

### **9. Insurance policies**

With regard to the obligations entered into with the presentation of its offer, the Company expressly releases the Contracting Authority from any and all liability in cases of injuries or damage that may be incurred by persons or property, belonging to the Contracting Authority, to the Company, to third parties, and having occurred in relation to activities performed in fulfilling contractual obligations..

To participate in this tender, each Competitor must demonstrate that they have taken out one or more policies with a leading insurance company to cover the Company's civil liability, also as regards its employees, contractors or subcontractors, towards the Contracting Authority, other third parties (TPL), employees or associates (LTB).

The guarantee ceiling should be appropriate to the activities covered by this Contract, 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 1,500,000.00 per claim, for persons and things.

Each Competitor is asked to submit a copy of these policies in their tender offer along with the administrative documentation.

## CHAPTER II – DESCRIPTION OF SERVICES REQUESTED

### 10. On-Site audio visual technical assistance

The Contractor shall guarantee that the On-Site audio visual technician will provide assistance from 8am until 5pm during on the working days of the Institute (see annex F). Technicians may be requested by way of compensation (recovery of hours) to work on different days and schedules than those foreseen in the official EUI calendar.

The Contractor shall perform the services foreseen by the present call for tenders under its own responsibility and relying on its own staff.

The Contractor shall guarantee service continuity. The only interruptions allowed are those caused by force majeure, as foreseen by Article II.11 of the draft contract.

The Contractor shall entrust the assistance service to personnel whose skills, honesty and integrity are proven. The On-Site staff members must show correct and irreproachable behaviour and have discrete and polite manners. Furthermore, the On-Site technicians have to be ready to collaborate willingly with both the Contracting Authority's in-house staff and with the final users to whom the services are directly provided.

All the staff members provided by the Contractor shall have a good knowledge of English (both written and spoken), in order to be able to actively interact via e-mail, by phone and/or in person with the EUI's staff and the end users, who are for the most part international.

The Contracting Authority shall provide an office located at the EUI headquarters of Badia Fiesolana for the on-site staff, equipped with two workstations featuring PCs and telephones, as described in Article 12 below.

The Company must ensure that the two on-site technicians have: two smartphones with which they can constantly check both the email box dedicated to the service and the Institute's web platform ("Events") used to book rooms, as well as two vehicles so as to be independently mobile and able to move between the Institute's various sites and transport the necessary equipment. Vehicles must have ZTL [restricted traffic zone] permits to access the Palazzo Buontalenti headquarters located in the centre of Florence at Via Cavour number 64. The costs related to fuel, ZTL permits, and maintenance of the vehicles made available to the technicians shall be borne by the successful tenderer.

Below is a list of EUI locations equipped with seminar and conference rooms where the various seminars and teaching activities of the Institute will take place:

- **Badia Fiesolana**, Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)

*Teatro - Sala del Capitolo – Refettorio – Emeroteca - Sala Rossa - Sala seminario 1, 2, 3 e 4 – Sala Buonsanti - Sala Seminario Villa Paola - SPS Meeting room - C.R. - Sala corsi Biblioteca – Studio audiovisual*

- **Villa Malafasca**, Via Boccaccio, 151 - 50133 Firenze

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*Sala seminario*

- **Villa Schifanoia**, Via Boccaccio, 121 - 50133 Firenze

*Sala Europa - Sala Belvedere - Sala delle Bandiere - Sala Triaria - Cappella - Seminar room Mansarda*

- **Convento di San Domenico**, Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)

*Austin room - Grice Room - De Saussure Room - Chomsky Room - Wittenstein Room - Meeting room S.D.*

- **Complesso di Villa la Fonte – Dependance – Limonaia – Serra**, Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)

*Sala Conferenze - Sale A e B - Sala seminario 3° piano*

- **Villa Salviati – Manica (sede IUE) - Ipogeo (sede Archivi Storici UE)**, Via Bolognese, 156 – 50133 Firenze

*Sala del Consiglio - Sala degli Stemmi - Sala del Camino - Sala del Torrino - Sala dei Levrieri - Sala della Vite - Sala dei Cuoi - Reading room Archivi storici.*

- **Villa il Poggiolo**, Piazza Edison, 11 – 50133 Firenze

*Training room - Meeting room*

- **Palazzo Buontalenti**, Via Cavour 64 - 50129 Firenze

*Sala BTC 103 - Sala BTC 104 - Sala BTC 105 - Sala BTC 106 – Sala Machiavelli - Media room*

***A more detailed description of the EUI seats and conference rooms where the On-Site technician is requested to provide audio visual assistance is available in Annex G.***

***The Contractor shall also guarantee to provide audio visual assistance, performed by the On-Site technicians, even to those conference and seminar rooms that might be created during the period of validity of the contract.***

***Furthermore, the Contractor may be requested to provide, under the same terms of this contract, the services object of this tender even to locations/buildings that, although are not part of the EUI premises, are temporarily used by the Institute.***

### **10.1. Tasks of the On-Site personnel**

A non-exhaustive list of some of the main tasks assigned to the On-Site technicians are detailed below by way of example:

- ✓ Use the Events website on which authorised users can reserve rooms and venues for various types of events such as seminars, meetings, conferences, workshops and special events. Users can describe the type of service and the equipment they will need (e.g. video-conferencing, sound amplification, microphones, laptop use in rooms, projecting videos from a computer, etc.). As the agenda is constantly updated and susceptible to sudden changes, it is the responsibility of the On-Site technicians to ensure that it is regularly and accurately checked.

The On-Site technicians are required to check the scheduled events daily and, following the requests made by users – who must respect the procedures and times regulated by an in-house policy – to

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promptly perform all the activities needed to organise and set up the equipment for an event, and to verify that everything is in working order.

Under the supervision of the EUI it is also the duty of the On-Site technicians to manage the portable computers provided in the conference rooms for any activity linked to the events organised at the EUI, including installing and updating both existing software and software to be installed at a subsequent moment.

Some events may be requested via email or telephone, and last-minute exceptional or urgent requests may be made, in which case, following the Institute's Representative assessment, the On-Site technicians will add the request to the tasks on the regular management list.

- ✓ Communicate with users and the Institute's Representative by telephone and email.
- ✓ Instruct the various porter assistants on how to use basic multimedia equipment provided in the seminar and conference rooms in order to allow them to programme their use independently and, if needed, provide first assistance to users in case of difficulty.
- ✓ Offer assistance when the equipment provided in the rooms fails to work and, if needed, coordinate the intervention of an external technician as provided for by Article 11. When it is not possible to restore the equipment to its working order by the day following the request for intervention, the on-site technicians must install a similar machine to the one under repair.
- ✓ Carry out maintenance on all the equipment existing inside the conference/seminar rooms, including technical updates.
- ✓ Carry out maintenance of the Video Information System provided by the Contracting Authority, including technical updates.
- ✓ Under the supervision of the ICT Service of the Institute, carry out updates on portable computers provided in the various conference/seminar rooms and check that they are in working order.
- ✓ Uninstall, dismantle and rearrange all the equipment and components (including cables) of one or any number of rooms when the equipment is repurposed or moved to another location.
- ✓ In case of particular/special events that requires additional equipment and technical assistance the on-site technicians should make an assessment and communicate the real needs to the Institute's representative.
- ✓ Draft a monthly report of activities with a task breakdown for each, including the place, date and starting time, date and finishing time, and detailed description of the activities performed.

Under no circumstance will the assistance provided in relation to the activities above be charged to the Contracting authority, even in cases of indirect or additional costs and call fees.

## 10.2. Skills and qualifications of the On-Site personnel

The On-Site technicians will have the following minimum requirements which must be duly documented on their C.V .:

- specific knowledge of the management and functioning of audio and video equipment provided inside the Institute, with particular attention to the use of BOSCH-DCN digital equipment for simultaneous interpretation and systems supporting computer video-projectors, sound, video and audio-conference equipment;

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- basic knowledge of control and supervision systems such as Crestron, AMX and similar;
- basic technical knowledge of initial maintenance interventions on all the equipment existing inside the conference/seminar rooms;
- specific technical knowledge in the calibration of audio recording and broadcasting systems, configuration of both audio and video digital matrices.
- ability to organise video-conferences and audio-conferences autonomously following the instructions provided by the ICT Service of the Institute and if needed, by a third party, and when requested, using Skype for Business and Zoom;
- technical ability to manage the video information system present at the Institute consisting of 5 TV screens which display scheduled events and a description of them via a database managed by the Institute's staff. The screens are located in 4 different buildings on the campus. 2 at Badia Fiesolana, 1 at Villa la Fonte, 1 at Villa Schifanoia, and 1 at Villa Malafasca;
- ability to manage the video information system in use at the Institute;
- ability to organise streaming services autonomously and familiarity with various online video channel providers (e.g. YouTube);
- detailed knowledge of the IT sector, both regarding hardware (managing and configuring external devices such as scanners, printers, removable memory, etc.) and software (maintenance of operative systems, knowledge of most commonly used programs for multimedia management of congress activities);
- ability to carry out video post-production with the equipment provided by the Company in “home”, consisting of transforming optimised (MOV) files for internet use and basic copy-paste editing at the beginning and end of videos;
- good knowledge of spoken and written English will enable the technicians to communicate with the international community at the Institute;
- at least one of the two technicians must have specific, documented experience in the sector of at least 5 (five) years. For the second technician, as an alternative to previous experience in the sector, the Institute will accept the Company’s willingness to make use of a mandatory technical training programme indicated by the Contracting Authority. The cost of training and possible replacement personnel for the period of training shall be borne entirely by the Company.

Equally necessary is that the on-site staff employed are proactive, with good organizational skills and knowledge of problem-solving techniques, as well as being able to interface and maintain good relations with the Institute’s diverse international users.

### **10.3. Selection procedure for On-Site personnel**

In order to properly assess the skills of candidate On-Site personnel and their backup (at least must be provided one backup for each technician), the Company must provide an updated C.V. for each candidate, in addition to professional certificates and any other item that may prove useful for the assessment.

These documents, alongside the technical offer form (Annex C), will constitute the threshold for determining whether the essential technical requirements subsist (see Article 20).

Finally, the candidates recommended by the Contractor will be interviewed in order to determine whether they have the requisites described in Article 8.2, as well as the language skills needed to carry out their duties smoothly.

#### **10.4. Staff training**

To guarantee the quality standards of the service required by the Contracting Authority, the Company will need to schedule training and refresher courses for the staff involved in executing the contract. In some cases, the Contracting Authority will reserve the right to indicate the need to follow specific refresher courses aimed at obtaining specific qualifications considered strategic for the Contracting Authority. Any costs related to training shall always be borne by the Company.

The Tenderer shall include in its Technical Offer a chapter describing in detail its plan for training courses for its staff. This training activity, as described in the Technical Offer, shall take place during the entire period of the contract.

#### **10.5. General provisions relating to On-Site personnel**

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:

- A complete list of the names of all the staff members that the Contracting Authority has selected for the role of On-Site technician and of "Backup" staff, 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;
- disclosure from the Prosecutor's Office and the Criminal Records Bureau showing that no charges are pending against the employee;

This same documentation shall be submitted by the 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.

In order to guarantee continuity of the service provided, it is essential that the Company makes two backup staff available to the Institute who are properly trained in the type of service to be provided at the EUI and can adequately replace the technicians already assigned on site in the event of unexpected or planned absences.

Should one of the two technicians be replaced with a person who differs from his/her usual "Backup" staff, the Contractor shall inform the Contracting Authority, which reserves the right to interview the proposed replacement before granting its approval.

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 any further expenditure for the Contracting Authority.

While he/she is at work providing the service, the On-Site technician shall display an ID badge and any other means of identification required; he/she 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 he/she is expected to provide his/her services.

The On-Site technicians shall have access to the premises of the Institute and is required to observe all existing safety and security rules, including the Institute's internal Safety and Security Policy, which can be consulted at: <https://www.eui.eu/About/SafetySecurity>

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 On-Site personnel shall observe rules of strict confidentiality regarding facts and circumstances that he/she may have become acquainted with in the performance of his/her 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: <https://www.eui.eu/About/DataProtection>

In its relationship with 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 Company 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 Company is not a member of a professional association that has signed the collective agreements, or has resigned from one.

Should the Contracting Authority ask for it, 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 the 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 Company 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.

In order to certify the hours of service actually worked, the personnel employed under the Contract must use a special magnetic card provided by the Contracting Authority to record their presence by means of special time clocks located at the entrance to all the premises. It shall be the responsibility of the Contracting Authority to provide the Company manager in charge of managing the service with access to such data.

The Contracting Authority shall have the right to use the summary time clock list mentioned above to verify the conformity of hours billed in the previous month by the Company with the number of contractual hours. In the event of a number of hours lower than those stipulated, the Contracting Authority reserves the right to deduct these from the following month's invoice or request the Company to effectuate compensatory work.

The Contracting Authority will distribute, based on the list of the staff provided by the Contractor, magnetic cards at a maximum amount of 1 per employee. In case of loss, the provision of supplementary cards will be charged to the Contractor.

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 is included in Annex 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.11– Draft Service Contract).

### **11. Renting equipment and additional technical support**

When specific events take place, the Institute may request either to rent multimedia equipment in addition to existing machinery, or to set up and manage the entire system and each phase, i.e.:

- Conduct a preliminary needs assessment in the room designated for the event in order to assess which machines should be supplied in addition to those provided by the Contracting Authority. The Company will provide a price list for the devices they believe necessary.
- Correctly set up the material and connect it with any other multimedia technology already in place. Half an hour before the start of the event, the Contractor must carry out a test under the supervision of the Contracting authority or of a delegated Representative.
- When requested, a qualified technician will provide technical support in the conference room throughout the duration of the event.
- If needed, provide additional material to the Conference System and Bosch simultaneous interpretation and Audipack booths (as per EU standards).
- Whether the original set-up of the conference/seminar room where an event is held undergo a change because of the assembly of the supplied equipment, the Company must unmount the equipment and restore the room to its original conditions.

The Company must be able to manage and rent equipment for several events taking place simultaneously and unexpectedly in various places, dates and times.

The Company shall furthermore ensure a number of services, rental of equipment and any other request to provide additional personnel even when the request is made only 24 hours ahead of time.

Before the start date of the contract, the Company must provide a complete official price list of the materials to be hired and must promptly notify the Institute's Representative of any changes.

The Company must also be able to provide a price list of "packages" (material to be hired plus technical support) determined ad hoc with the Institute on the basis of the users' most common and frequent needs.

### **12. Premises granted on loan for the performance of the service**

For the execution of the requested service, the Contracting Authority shall provide the Company with a room of 18 square metres located at its Badia Fiesolana headquarters for the entire duration of the contract. This room comes equipped with heating and cooling systems and meets all the requirements of current regulations.

At the time of formalizing the awarding of the contract, the Contracting Authority will hand over the keys to the aforementioned premises but will keep a copy of them to allow access to cleaning staff or its own staff in case of need, or for other reasons of security.

The costs for electricity, cleaning, and any overheads for ordinary and extraordinary maintenance of the premises shall be borne by the Company, and have been estimated at €70 per square metres, for an annual total of €1,260.

### **13. Supply of technical equipment and machinery**

With a view to upgrading and adapting its conference and seminar rooms to the most modern standards, the Institute plans, during the validity of the contract, to proceed with the purchase of audio/video equipment supplementary to that currently available, with procedures for ad hoc purchases independent of those mentioned herein.

The equipment/machinery supplied by the Contractor must be covered by a 24-month warranty from the date of "Supply regularity" (namely for the longest period shown in the offer).

Supply regularity will be considered acknowledged when the Contracting Authority's Representative signs the declaration provided by the fitters, after checking that the items dispatched and installed are working and fully match the order.

This check and the take-over declaration signed by the Contracting Authority does not exempt the Contractor from liability for any faults that may emerge during the above-mentioned operations and which must be swiftly taken care of, without prejudice to any statutory penalties..

The supply includes the following paying services:

- installation and basic training of personnel on how to use the technical equipment;
- where needed, configuring machinery so that it will work with the Contracting Authority's infrastructure;
- the preparation of a user manual in English, if deemed necessary by the Contracting Authority.

In order to increase the reliability of the equipment provided, the Company undertakes to provide any free technical update that will become available on the market throughout the duration of the contract.

### **14. Performance of the service**

In performing the service, the Company must take all the necessary precautions so that users are inconvenienced as little as possible, while at the same time causing the slightest hindrance to the activities of the Institute.

Under special circumstances, e.g. in the eventuality that the material cannot be adequately fitted or that obstacles arise to prevent it from fully functioning, the Contracting Authority may decide to suspend the instalment and to temporarily store the goods in dedicated rooms, and may subsequently decide for work to be resumed as soon as the reasons for interrupting it no longer subsist without any additional compensation.

The Contractor must carry out all the tasks thoroughly, in compliance with the rules in force and with those established throughout the duration of the contract and according to the conditions, manner, terms and prescriptions contained in this document, in the letter of invitation and all the annexes, or otherwise face rightful termination of the contract.

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In preparing an event, whenever the Company is responsible for tardiness, the Contracting Authority may request overtime services at night and during bank holidays to conclude the work expeditiously, without this resulting in any changes to the agreed price and without any additional compensation.

When the Contracting Authority requests it, the Contractor must be available for set-up and tests at times other than those of delivery without any additional compensation.

The Company agrees to allow the Contracting authority to proceed at any moment, without prior notice, to check the full and correct delivery of the services, as well as offering help to ensure that these checks can be carried out smoothly.

### **15. Warranty and maintenance procedures**

The Contractor must ensure that the equipment provided is fully operational and subsequently offer free assistance and maintenance services for a minimum of 24 months (that is to say for the longest period shown in the offer) starting from "Supply regularity" as described above in Article 13.

Maintenance and technical assistance, even when subsequent to the warranty period, must include:

- corrective maintenance, consisting of repairing any breakdown that should occur and carrying out the appropriate tests and checks that will become necessary after moving the equipment to other rooms.  
Corrective interventions will be requested via email by the personnel in charge, at the addresses indicated by the Company.
- the successful tenderer will carry out changes and technical improvements free of charge and will arrange these services in order to make the equipment more reliable.

If the On-Site technician is not capable of resolving a problem, the Contractor's specialised personnel must provide an intervention within two working hours from the request for assistance.

The Company, when needed, must without any additional costs to the Contracting Authority refer the problem to higher levels, up until the hardware manufacturing company and software developers.

The problem must be resolved, in any case, by the day following the request for assistance. If this should not be possible, the Company must install a device, similar to the one being serviced, which will be removed as soon as the item under repair is in working order.

### **16. Reports**

The Contractor will provide, within the first week of the following month, adequate reports both on the activity carried out by the On-Site personnel and regarding any other type of service provided. It is deemed appropriate that these reports include the following information concerning each service provided by the Contractor:

- Type of service
- Place
- Duration of the event (start time and end time)
- Costs if any
- Requesting service/department
- Equipment used

## 17. Penalties

Without prejudice to the sanctions provided for by regulatory provisions and in compliance with the rules described in this Document, in addition to the extra costs incurred to ensure that activities are conducted smoothly and according to the rules, the Contracting authority may apply the following penalties:

- In case of the on-site personnel starting work with a delay of more than 15 minutes after the beginning of the service (at 8:00am unless specified otherwise) a penalty of EUR 100 (one hundred/00) will be imposed;
- In case of the on-site personnel leaving work more than 15 minutes before the scheduled end of service (5:00pm unless specified otherwise) a penalty of EUR 100 (one hundred/00) will be imposed;
- for any failure of the On-Site technicians to set up the rooms (for daily events), except for cases of force majeure or ascribable to the Contracting Authority, a penalty of EUR 100 (one hundred/00) will be imposed;
- if, over the course of a month, over five services are found lacking, as well as the sanctions imposed for each breach, an additional penalty of EUR 500 (five hundred/00) will be imposed;
- if, over the course of a month, over 10 services are found lacking, without prejudice to the penalties already imposed, the Contracting Authority may proceed to terminate the contract with all the consequences that the dissolution implies;
- for events with a quote (managed by external technicians), for every 15 minutes of delay on the agreed schedule, a penalty corresponding to 25% of the cost of the service will be imposed with a minimum amount of 200 Euros;
- for events with a quote (managed by external technicians), for every failure in providing a service, a penalty corresponding to five times the cost of the requested service will be imposed;
- in case of late delivery, instalment or fitting of ordered material, except for cases of force majeure or ascribable to the Contracting Authority, a penalty of EUR 200 (two hundred/00) will be imposed on the Company per each working day of delay.

The Contractor may give its reasons within five days after the notification is issued. After five days, or if the reasons appear unsatisfactory, the Contracting Authority will detract the sum of the penalties directly from the monthly payment for the provision of services; should the credit be insufficient, the amount will be deducted from the final deposit fee; in this case the Company must make sure that the full amount of the deposit is restored within 10 days.

## CHAPTER III – EXCLUSION, SELECTION AND AWARDING CRITERIA

### 18. Exclusion criteria

Excluded from participating in the present call for tenders shall be any Competitor who:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

*Signature of the Legal Representative*

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- b) has been convicted of an offence concerning grave professional conduct by a final judgement of a competent judicial authority;
- c) is not in compliance, as ascertained by a final judgement or binding administrative decision, with all the obligations relating to the payment of social security and welfare contributions and with the obligations relating to the payment of taxes and duties according to the legislation of the country in which the Company has tax residence;
- d) has been convicted, with a final judgement, for fraud, corruption, involvement in criminal organizations, money laundering, terrorist offences, exploitation of child labour or any involvement in activities related to the trafficking of human beings or in any other illegal activity that damages the financial interests of the Institute in any way;
- e) has committed a serious violation of the obligations deriving from a contract financed by the Institute or have been declared responsible for a serious irregularity ascertained with a final judgement or binding administrative decision;
- f) is liable to administrative sanctions for having been guilty of a serious breach of professional obligations or for having committed substantial errors or irregularities or fraud or for having been found liable for a serious breach of obligations deriving from contracts covered by the Institute's financial Article 41 of the EUI President's Decision no. 19/2018 of 16 May 2018 (EUI Public Procurement Regulation).
- g) is in a situation of conflict of interest in relation to this Tender Agreement; a conflict of interest may arise in particular as the result of economic interests, political or national affinities, family or private life relationships or any other type of shared interest, including conflicting professional interests; contingent to or occurring in the last 5 (five) years;

Competitors must demonstrate that they are not in any of the above situations.

**Documents proving eligibility in relation to the grounds for exclusion listed above:**

The Contracting Authority will accept, as satisfactory proof that the Competitor is not in any of the situations described above, a formal signed Declaration on Honour concerning the exclusion criteria, as indicated in the model in Annex II-B.

The Institute reserves the right to verify the accuracy of this information and to request documents providing further evidence before the contract is signed.

## **19. Selection criteria**

To be included in the tender procedure, Companies must possess all the following requirements.

Competitors in default of any single requirement will be excluded from the tender.

### **GENERAL REQUISITES**

- a) Enrolment in the C.C.I.A.A. (Chamber of Commerce, Industry and Arts and Artisans register of companies) or equivalent register of the State in which the Company is established for the exercise of the business with a corporate purpose including or in any case consistent with that of the tender.

*Signature of the Legal Representative*

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- b) A copy of a general extract from the judicial record of the Company's legal representative. In the event of the Contract being awarded to a Company whose registered office is in Italy, the Institute shall require the competent Prefecture to issue the appropriate anti-mafia certificate;
- c) Be in compliance with all obligations relating to the payment of social security and insurance contributions in favor of its employees, in full observance of existing legislation; and applying the employment conditions envisaged in the sector's national collective labour agreement;
- d) To undertake, in the event of being awarded the Contract, to provide any and all required documentation to prove that it is fully up-to-date in its payment of social security and insurance contributions (e.g., by means of a DURC certificate), in compliance with existing legislation;
- e) A declaration confirming that it has taken note of all general, particular and local circumstances, barring none, and of all other elements which may directly or indirectly influence the performance of the service or the calculation that led to the offer submitted; that this offer is profitable, and that the Company undertakes to hold said offer valid and binding for at least one-hundred-and-eighty (180) days, starting from the deadline for submitting it;
- f) Proof of having carried out the inspection as per point 10 of the Letter of Invitation.

#### **REQUISITES OF ECONOMIC-FINANCIAL CAPABILITY**

- g) Be in possession of two bank references issued by leading Banking Institutions or intermediaries enrolled in regular registers after the sending and publication of these STS, showing that the Company has always met its commitments with regularity and punctuality and that it has the economic and financial capacity to carry out the service which is the subject of the Contract. In the event that the Company has a working relationships with a single bank, it is necessary to provide a declaration by the legal representative certifying this fact.

#### **REQUISITES OF TECHNICAL CAPABILITY**

- h) To have performed, over the past three years (2018-2019-2020), similar services to that object of this tender. The tenderer is required, for the main services performed in that period, to provide the object of the related tender, the total amount, the duration and the name of the contracting authority (public or private). Please, attach copies of the certificates of due performance released by the afore-mentioned contracting authorities.
- i) That the average global turnover of the last five financial years (2016-2017-2018-2019-2020) was equal to at least Euro 760.000,00 (seven hundred sixty thousand/00) net of VAT.
- j) To be in possession of or to have initiated the procedure to obtain the quality certification UNI EN ISO 9001

The admissibility of any equivalent qualification submitted will be judged by the Institute at its own unappealable discretion.

In the case of a TJV and/or consortium, the requirements from letter (a) to letter (g) must be possessed by each company that is a member. If not, verification of possession of the requisites from letter (h) to letter (j) will be carried out considering the TJV and/or Consortium as a single entity. Therefore, these requisites may be possessed either by a single company or by the individual companies that make up a consortium or are members of a temporary joint venture.

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

## 20. Awarding criteria

Only the Offers that respect the criteria indicated at Article 19 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 35/60) will be eligible for the final stage, the economic evaluation.

The contract will be awarded according to the principle of the “**best value for money**”, based on the evaluation that will be carried out by the Institute's internal committee entrusted with the task (Evaluation Committee), which will attribute a score to each bid, out of a maximum score of 100, according to the following parameters:

MAXIMUM SCORE	
Technical and quality evaluation	60/100
Economic evaluation	40/100

The total score of the offer will consist of the sum of the economic and technical scores obtained:

$$P. \text{ OFFER} = P. \text{ economic evaluation} + P. \text{ technical evaluation}$$

The Competitor whose offer obtains the highest final score will be the one awarded the Contract.

### A – ATTRIBUTION OF SCORES RELATING TO TECHNICAL-QUALITATIVE ASPECTS

The attribution of the technical score will be carried out following a comparative analysis of the offers received. The best offer will be awarded the maximum score (**60 points**) and the others a directly proportional score.

Certain weighting factors will be attributed to each element, the sum of which is equal to 60, which multiplied by the quality coefficient assigned at the discretion of the Evaluation Commission (between 0 and 1), will determine the score to be attributed to each individual component as indicated in the following Table.

	<b>TABLE I - EVALUATION</b>	<b>MAXIMUM SCORE</b>
<b>A1</b>	ORGANIZATIONAL SYSTEM OF THE SERVICE	<b>50</b>
	<p>The maximum score of 50 points shall be given as it follows:</p> <p><b>Personal profile of the On-Site technicians and their “Backup” staff</b></p> <ul style="list-style-type: none"> <li>• <i>Previous professional experiences (max. 30 points)</i></li> <li>• <i>Professional training certificates (max. 10 points)</i></li> </ul> <p><b>Organization of the service</b></p>	<p>40</p> <p>10</p>
<b>A2</b>	MANAGEMENT OF ABSENCES AND EMERGENCIES	<b>5</b>
	The score shall be assigned according to point 3 of the technical offer	
<b>A3</b>	IMPROVEMENT OF THE SERVICE	<b>5</b>
	The score shall be assigned according to point 4 of the technical offer	

A minimum threshold of technical suitability of not less than 35/60 is set. Those who fail to achieve this level will not have their tendered offer evaluated.

*In the case of an award, the Technical Offer incorporates the provisions of the annexed Special Tender Specifications and will be an integral part of the Contract.*

N.B. Quality coefficients will be awarded on the basis of the following table:

Evaluation	Judgement	Quality coefficient
Excellent	<i>Well-structured project which develops the requested object in a way that is clear, precise and insightful, providing added value in relation to the Client's expectations.</i>	1.00
Good	<i>Appropriate project which develops the object in a refined manner without particular insights.</i>	0.80
Satisfactory	<i>A project which is well organized and responsive to the Client's expectations</i>	0.60
Sufficient	<i>A project which is acceptable but poorly structured, limiting itself to an application of the STS.</i>	0.40
Poor	<i>A project which is mediocre and not sufficiently developed.</i>	0.20
Insufficient	<i>A project which is deficient, generic, and inadequate.</i>	0.00

#### **B – ALLOCATION OF SCORES RELATING TO PRICE**

The highest score available for the price offered (40 points) will be awarded to the Company who offers the best 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:

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

P = points (score) awarded to the offer, that shall be given as it follows:

- **On-Site personnel (Max 15 points)**
- **Cost for the supply of 36 video projectors (Max 10 points)**
- **Audio-visual assistance provided by personnel other than on-site technicians (Max 7 points)**
- **Video shooting service (Max 5 points)**
- **Live broadcasting service (streaming) (Max 3 points)**

The final score awarded to each tenderer will be the sum of the points awarded in the different sections, as described in this Article.

## 21. Obligations after being awarded the tender

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

1. a copy of any certifications held to demonstrate possession of all the requisites declared during the tender;
2. a copy of the insurance policy to cover all risks as required in Article 9 of these STS
3. (in the case of a TJV) deed of incorporation of the venture with a mandate conferred by the legal representative of the parent company appointees, arising from a private written deed authenticated by a notary;
4. a copy of the Court records of the Company's legal representative.

Please note that should the Company 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 Company which will be formally invited to sign the Contract.

## 22. On-Site Inspection

Under penalty of exclusion from the tender, the interested companies must appoint a Legal Representative or a proxy appointed by said Representative, who will conduct an inspection to assess the facilities, the rooms used for conferences and the equipment provided.

In accordance with the principle of fair and equal treatment and information, this inspection may only be carried out on the day of **06/10/2021 with an appointment fixed for 14.00am (CET) at Badia Fiesolana, Via dei Roccettini, 9 - 50014 San Domenico (FI)**. For the reasons mentioned above, no other visit will be allowed after this date and time. Any changes to the date that may become necessary will be promptly posted on the Institute's website at: <https://www.eui.eu/About/Tenders>

To this end, interested companies are invited to send the Real Estate and Facilities Service, using the email address [inforefs@eui.eu](mailto:inforefs@eui.eu), **by Noon (CET) on the 05/10/2021**, the form "Request for Inspection" (Annex II - E) duly filled out and signed by the legal representative together with a copy of his/her valid identity document, or any delegation thereof in favour of third parties.

The paper version of the "Request for Inspection" (Annex II-E) must be delivered by the representative of the competing company to the person in charge of the Institute who will accompany him/her on the day of the inspection.

## CHAPTER IV – ADMINISTRATIVE INFORMATION

### 23. Subcontracting and outsourcing of the Contract

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

*Signature of the Legal Representative*

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

In particular, subcontracting must be declared in the offer, with a clear indication of the activities which will be the subject of it, must necessarily meet the requisites prescribed by the applicable regulations, and be authorized beforehand by the Contracting Authority. In the event of subcontracting introduced during the period of validity of the Contract resulting from this procedure, the Company shall submit all necessary documentation to the Institute and await its prior indispensable authorization before rendering it effective and operative.

Subcontracting shall not involve any modification to the obligations and burdens of the Company, which shall remain the sole and only entity liable in respect of the Contracting Authority.

In the event of a breach of the rules indicated above, without prejudice to the Contracting Authority's right to compensation for any damage and expenditure, the Contract shall be deemed terminated by law.

#### **24. Payment method**

The Institute shall make payment within 60 (sixty) days of receipt of invoice, in compliance with the provisions set out in Articles I.4 and II.15 of the Service Contract issued by the Institute and included among the tender documents.

In the event of subcontracting, payment of the invoice will be subject to presentation of a receipted invoice from the subcontractor.

#### **25. Regular price revision**

The amount due by contract may be reassessed on the basis of Article I.3.2 of the annexed Service Contract.

### **CHAPTER V – FINAL PROVISIONS**

#### **26. General information**

The tender shall be conducted according to the Institute's own internal regulations, and in particular High Council Decision no. 6/2015 which establishes the regulatory and financial provisions of the Institute along with President's Decision No.19/2018 on Public Procurement, both consultable on the Institute's website at <https://www.eui.eu/About/Tenders>.

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

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

#### **27. Person responsible for the contract**

The Contracting Authority appoints the Director of Real Estate and Facilities Service as Person responsible for this tender procedure and contract.

The Person responsible shall be in charge of all exchanges and communications with the Company that is awarded the contract, on all issues relating to the performance of the services in question, and shall be responsible for ensuring that contractual obligations are observed, enacting coercive provisions and applying penalties whenever necessary.

## 28. Reference person of the contract

To ensure that the Contract is executed satisfactorily and to guarantee a correct contractual relationship with the Company awarded the Contract, the Director of Real Estate and Facilities Service shall appoint a member of his/her staff as Reference person for the Contract. He/she will have, among others, the following tasks:

- looking after operational relations with the Company;
- requesting interventions for any variations and/or new provisions which may prove necessary in the course of validity of the Contract;
- monitoring proper execution of the service and verifying the results;
- requesting the removal and consequent replacement of unacceptable employees of the Company, after appropriate justification;
- proposing to the Person responsible for the Contract the application of sanctions and, where necessary, termination of the Contract;

## 29. Final provisions and annexes

The documents relating to this tender are made up of the Service Contract issued by the Institute, this Annex I - Special Tender Specifications (STS) and the Company's offer - Annex II, which includes the following documents:

- II - A Self-certification form
- II - B Declaration of Honour
- II - C Technical Offer
- II - D Economic Offer
- II - E Request for inspection
- II - F EUI Non-working days 2022
- II - G Description of EUI Conference and Seminar Rooms

Signature of Legal Representative

Company' stamp

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