



INFORMATION and COMMUNICATION TECHNOLOGY SERVICE

## **OP/EUI/ICTS/2022/04**

Special Tender Specifications for the supply of On-Site services  
for the Management and Support of the European University  
Institute Datacenter System Infrastructure.



**YEAR 2022**

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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 “Service Contract” with a company that will be awarded the tender. The object of the contract is the supply of on-site support services for the development, management and maintenance of the European University Institute Datacenter System Infrastructure. This resource will be included in the System and Networking Group (SNG), part of the main ICT Service of the EUI.

The tender also includes the provisioning of an off-hours support for the management of incidents, alarms or malfunctioning of services pertaining the area of competence of this Service Contract.

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

The area of competence of the technical and system support service shall comprise:

- Microsoft Active Directory Infrastructure
- Microsoft Windows Server
- RedHat Linux Server
- VMWare Virtual Infrastructure
- Microsoft Azure (Infrastructure as a Service)
- DellEMC Avamar backup Infrastructure
- Microsoft Windows Defender Antivirus
- TrendMicro Deep Security Antivirus Infrastructure
- Datacenter hardware management and configuration (network devices excluded).
- Oracle, MS SQL Server and MySQL Databases.
- Data integration and/or replication of data between the mentioned DB environments

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

The Service Contract concluded at the end of this procedure will be based on the “**Draft 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 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 Draft Service Contract shall be implicitly considered fully accepted.

**The Contract shall NOT be assigned to third parties.**

**Article 5. Duration of the contract**

12 (twelve) consecutive months from the date of signature of the parties, automatically renewed twelve months at a time, up to a maximum of 6 (six) times, except for the terms laid out in the termination clauses (see Article II.14 in the Draft Service Contract).

**Article 6. Estimated value of the contract**

The maximum presumed amount of the tender is **€150.000,00** (one hundred and fifty thousand /00), excluding VAT, for a total amount of **€1.050.000,00** (one million and fifty thousand/00) for the **7 (seven) years** of 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 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 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)*
- **Convent of San Domenico**  
*Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)*
- **Villa il Poggiolo**  
*Piazza Edison, 11 - 50133 Firenze*
- **Villa La Fonte**

- Via Delle Fontanelle, 10 – 50014 San Domenico di Fiesole (FI)*
- **Villa Schifanoia**  
*Via Boccaccio, 115/121 – 50133 Firenze*
- **Villa Salviati**  
*Via Bolognese, 156 – 50133 Firenze*
- **Palazzo Buontalenti**  
*Via Cavour, 65, - 50129 Firenze*

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 services**

The main activity object of this tender procedure is the management and support of the EUI Datacenter System Infrastructure, which is summarily described in Article 3 of the previous title and which will be described in greater detail in the following articles of this Title.

These activities, described in detail in the following paragraphs, shall be carried out with the supervision of the ICT System and Networking team, that is, every working day of the year except during the days of closure (35gg approximately - see Annex F) of the Institute.

#### **Second level Technical Support Service**

One of the main activities is the daily flow of systems support requests generated by the Institute's first level support. This activity constitutes the main part of the “*On-Site Second Level Technical and Systems Support Service*” as well as the standard daily activities. This technical support service shall also be responsible for ordinary management and monitoring of the infrastructure, to be performed in an autonomous manner, which is summarily described in Article 3 of the previous Title and which will be described in greater detail in Article 9.

This activity shall be carried out through the On-Site presence of one FTE junior staff member, Monday to Friday, excluding the periods when the Institute is closed for holidays (35gg approximately - see Annex II-F), who shall be responsible for the duties described in detail in the paragraphs below. Working hours shall be from 09 a.m. to 6 p.m., with a lunch break normally scheduled between 1 p.m. and 2 p.m.

In order to ensure that this employee can be adequately replaced in case of illness or vacation, the Contractor shall set up a Support Team made up of at least two persons, plus a Supervisor.

Within the team a systems engineer shall be designated for the role of "Primary" support person, and one or more individuals to cover the role of "Secondary" or "Backup" support. The person in the primary role will provide the service for a maximum of four days a week. The person(s) responsible for secondary or backup support must be on duty at a frequency sufficient (at least one day a week) to ensure business continuity in the event of absence of the primary systems engineer for holidays or illness.

All the members of the Support Team shall interact with the internal members of the ICT Support Service (Site Officers), who normally receive, manage and respond to all requests for support.

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.

### **Senior Support Service**

Another important activity is the support to the evolutionary development and extraordinary maintenance of the EUI System Infrastructure.

This activity shall be carried out through the On-Site presence of a Senior System Engineer or a Senior Database Administrator for a total of 96 days/yr (almost 2 days a week).

The description and the area of competences of this service will be described in greater detail in Article 9 of this title.

### **Off-hours technical support**

The tender also includes the provisioning of an off-hours support for the management of incidents, alarms or malfunctioning of services pertaining the area of competence of this Service Contract.

The description and the area of competences of this service will be described in greater detail in Article 9 of this title.

The off-hours support service can be covered by different and qualified technicians from the Second Level Support and the Senior Support Service. The tenderer shall guarantee an appropriate training to all the members of the off-hours technical support team, being able to operate smoothly and independently within the context of EUI System Infrastructure.

A demonstrable experience in the management of similar systems will also be taken into consideration in the evaluation process that will score the candidates.

Participants are asked to provide the curriculum of each member of the candidates involved in each of the three above mentioned services, specifying whether they are proposed as Primary technician, Backup



technician, Senior System Engineer, Senior DBA, or off-hours technical support member. Furthermore, participants are asked to provide a list of projects and / or implementations accomplished with other customers, always related to the subject of this request. The Institute reserves the right, subject to prior notice to the Company, to contact the reference to verify its veracity. All of the proposed candidates shall be subject to a technical interview.

## **Article 9. Specific characteristics of the services and requirements**

### **Second level Technical Support Service**

This support service shall guarantee support for the following platforms and applications:

- Microsoft Windows Server 2016 and 2019
- Microsoft Active Directory Services
- Microsoft DNS/DHCP services
- Microsoft PowerShell
- RedHat Linux Server
- VMWare VSphere v6.7
- Microsoft Windows Defender
- TrendMicro Deep Security

This support team shall be composed by junior system engineers with a minimum of 8 years' experience in this field.

During his/her day-to-day activities as member of the Second level support, the team will be requested to accomplish the following duties:

- Management of Microsoft Active Directory Services
  - Management of Organizational Units
  - Accounts management (creation/moving/cancellation)
  - Security Groups management
  - Group Policy administration
  - Management of delegated control for first level support on Active Directory objects
  - Development of centralized scripts for the management of Active Directory objects (PowerShell).
- Installation and management of Microsoft Windows Server
  - Management of Organizational Units
  - Operating System installation and administration.
  - Windows security updates.
  - Patch management.
  - DNS and DHCP services administration.
  - Licensing service management (KMS).
  - File system rights management.
  - Disk quota assignment (per user).
  - Resource utilization monitoring (cpu, ram, hard disk space).

- System performance troubleshooting.
- Management of RedHat Linux Server
  - Operating System installation and administration.
  - Patch management.
  - DNS (Bind) administration.
  - Resource utilization monitoring (cpu, ram, hard disk space).
  - System performance troubleshooting.
  - Disk space management.
- Management of VMWare Virtual Infrastructure
  - Virtual machine deployment.
  - Windows 2019 template management.
  - RedHat 7/8 template management
  - VMWare tools management.
  - System resource utilization monitoring.
  - Alarm management.
- Management of Microsoft Windows Defender and TrendMicro Deep Security Antivirus
  - Antivirus platform console administration.
  - Centralized policy management.
  - Windows Server, MAC and Linux client package setup and management.
  - System alarms monitoring and reporting.
  - Second level support in the event of virus infection of clients.

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

- DellEMC Avamar Backup and Restore operations
- Microsoft Azure Infrastructure as a Service operations

### **Senior Support Service**

This senior support service shall guarantee support for the analysis, design, deploy and upgrade of the EUI System Infrastructure.

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.

This support team shall be composed by Senior System Engineers and Senior Database Administrators with a minimum of 15 years' experience in this field.

Specifically, the team's experience must include the following tasks:

- Management and maintenance of Microsoft Active Directory Infrastructure
- Management and maintenance of VMWare Virtual Infrastructure
- Management and maintenance of Microsoft Azure (Infrastructure as a Service)
- Management and maintenance of TrendMicro Deep Security Antivirus Infrastructure (server/client)
- Management and maintenance of Oracle, MS SQL Server and MySQL Databases (installation, configuration, patching, upgrade and monitoring on both MS Windows and Linux platforms).
- Data integration and/or replication of data between the mentioned DB environments
- Datacenter hardware management and configuration (network devices excluded).
  - DellEMC Storage Area Network
  - DellEMC Data Domain backup device
  - Fiber Channel Switches
  - HPe Blade Systems and Servers

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

- Apache/Tomcat/Jboss operations
- DellEMC Avamar and DataDomain administration

### **Off-hours Technical Support service**

The company will be requested to organize an off-hour remote support to intervene in case of incidents, alarms or malfunctioning of the following services pertaining the area of competence of this Service Contract:

- Microsoft Active Directory Infrastructure
- Microsoft Windows Server (22 servers)
- RedHat Linux Server (5 servers)
- VMWare Virtual Infrastructure (11 ESXi hosts)
- Microsoft Azure (Infrastructure as a Service)
- DellEMC Avamar backup Infrastructure
- Microsoft Windows Defender Antivirus

- TrendMicro Deep Security Antivirus Infrastructure
- Datacenter hardware replacement and reconfiguration (network devices excluded).
  - DellEMC Unity 450F Storage Area Network
  - DellEMC DataDomain 6300
  - Brocade DS300B Fiber Channel switches (2 units)
  - HPe C7000 (7 BL460 G9)
  - Hpe DL380 G10 (4 servers)
- Oracle and Microsoft SQL Server databases.

This service must be available from 6 PM to 8 AM, Monday to Friday, 24hours a day for the weekend and holidays, including the periods when the Institute is closed for holidays (35gg approximately – see Annex F). The off-hours support will be basically performed remotely, being on call and will only be involved upon notification from a centralized monitoring service implemented by the ICT service and operated by an appointed Company. In certain circumstances, i.e. hardware malfunctioning and replacement, the service must be performed on premise. The SLA obligations apply (see Article 12) for the above mentioned services only, starting from the alert notification.

Please be aware that all of the DellEMC assets listed above, including Brocade switches, are covered by a “DellEMC ProSupport 4HR/Mission Critical” service contract.

Similar support contracts are in place for the Hpe servers (“Hpe Pointnext Tech Care Essential”).

Upon notification from the ICT monitoring service the awarded company will have to promptly (see Article 12) perform an assessment of the indicated affected service and, by following clearly defined and detailed procedures provided in advance by the ICT service, verify, troubleshoot and possibly solve the service malfunction and promptly report accordingly.

In the case the Off-hours technical support member was not able to perform the troubleshooting and solve the problem, he/she must escalate to the members of the “Second Level Technical Support” and “Senior Technical Support”.

The off-hours support intervention is to be considered completed when the malfunctioning is solved through the implementation of the ICT procedure or, in case the procedure is not able to restore the service or configuration to its original working state, by promptly contacting and escalating to the designated responsible of the ICT System and Networking Group. Every off-hours support intervention and action performed must be recorded, detailed and communicated through previously indicated channels.

For reference, in the last 3 (three) years we experienced 3 (three) on premise technical intervention for hardware malfunctioning and 10 (ten) remote supports for software failure (i.e. lack of disk space, virtual servers hang).

## Article 10. 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 the same article. Nowadays, basic cybersecurity skills are considered part of minimum background for those working in the Information technology. Depending on the IT areas, these skills are reflected in various roles and task descriptions. Under the supervision and instructions of ICT System and Networking group, external contractors need to have the following competencies:

- to perform patching on a monthly base both on Windows and Linux,
- to timely apply security patches to remediate critical vulnerabilities;
- to extract portions of system logs in the case of security events\security incidents (upon request of DSO);
- to timely verify the impact on system in the case of security events\security incidents (upon request of DSO);
- to review users' access rights upon request and to block access in a case of security incidents (upon request of DSO);

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 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 shall be provided by the Institute.

## Article 11. Supervisory role

The Company shall appoint a Supervisor entrusted with the supervision of the supply and related services on a continuous basis. The name and contact details (mobile number and email address) of the Supervisor shall be communicated **in writing** to the Institute when the contract is signed.

The official appointment of a Supervisor is a condition for the signing of the Contract.

The Supervisor shall ensure that the provisioning of the services is provided according to the terms and conditions of this STS, including the annexes, and in observance of all declarations made in the Offer. The Supervisor shall ensure that all members of staff involved in providing the service comply with the envisaged functions and tasks.

The Contract Supervisor shall be the single person in charge of the contract and shall be in constant communication with the EUI's offices in charge of ensuring that the provisioning of the services operates correctly.

Any communication, including complaints of breaches or instances of non-compliance, made by the EUI to the Company's designated representative shall be deemed to be submitted directly to the Company.

In the event of the Supervisor's absence or impediment (due to vacation, illness, etc.), the Company shall ensure that s/he is replaced by a person approved by the EUI, and provide the replacement's name, phone number, email address and indicate the replacement period.

The Supervisor shall communicate all information on activities performed, on problems detected and on proposed solutions solely to the EUI's Responsible Officer and to the Person in Charge of the Contract (**Articles 30 and 31** of this STS), on pain of specific penalties and/or disciplinary sanctions at the discretion of the Institute.

#### **Article 12. SLA (Service Level Agreement) for the Off-Hours Service**

The off-hours support service undertakes to take charge of the problems and to provide an update to any support request received within 60 (sixty) minutes.

In case the off-hours service cannot clearly identify the issue within 180 ( ) minutes from the moment of the issue notification, the incident will be promptly contacted and escalated to the designated responsible of the ICT System and Networking Group. Every action taken by the overnight support service must be documented in detail and sent to the designated responsible of the System and Networking group leader within 8:30 AM of the following day.

#### **Article 13. Team member training**

To ensure that the service meets the quality standards required by the Contracting Authority, the Contractor shall plan to hold training sessions and updates for all its staff members that are involved in providing the services that are the object of this tender.

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

period of the contract. Every year the Contracting Authority will send a formal communication to the Contracting Authority detailing the training and the technical certifications undertaken and accomplished by the contracted members of the team.

#### **Article 14. 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 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 30 and 31** 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 teams, 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 of the **Second level Technical Support Service** 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 15, 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 organize 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 15 (fifteen) working days, and such a replacement shall not give rise to additional expenditure for the Contracting Authority.

The members of the support teams 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 teams 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 teams 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 – Service Contract**).

### **Article 15. Staff selection process**

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

- Name and surname of the person, commune of residence;
- Curriculum Vitae;
- Dates of employment with the Contractor;
- Role to be filled within the Support Team (Primary, Secondary, Supervisor)
- Overview of skills;
- Professional experience;
- Professional certifications in the pertinent technological areas;
- English Language level (auto-evaluation CEFR, which might 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 24 below).

The Institute reserves the right, with due advance notice, to interview each candidate to check their level of technical knowledge and experience gained in the field.

### TITLE III

## QUALITY CONTROL AND CONFORMITY OF THE SERVICES

### Article 16. 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 the 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 and 15**).

### TITLE IV

## OBLIGATIONS AND LIABILITIES IN THE EXECUTION OF THE SERVICES

### Article 17. 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 18. 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 II-E** EUI Emergency Plan is described the EUI Emergency Plan.

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

### **Article 19. 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 5.000.000,00 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 “**Service Contract**”, specifically in the **Article II.3 Liability**.

## TITLE V

### NON-COMPLIANCE AND PENALTIES

#### Article 20. 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 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 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.

**1<sup>st</sup> level: € 250.00**

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

**2<sup>nd</sup> 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 21. 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 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 € 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) €(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 Service Contract.

**Article 22. Selection Criteria**

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

**General requisites**

- a) Enrolment in the CCAA (Chamber of Commerce, Industry, Arts and Crafts, Agriculture), or in an equivalent registry in the country where the company is established, showing that it practices business activities in the field that is the object of this tender procedure, or at least a field that is compatible with it;

- b) 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;
- c) 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;
- d) 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;
- e) 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:**

- f) 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;
- g) Certificates for the following insurance policies, valid for the entire duration of the Service Contract, and complying with the ceilings as follows:
  - i. Civil Liability insurance: with a ceiling of at least **€5 million**
  - ii. Civil Liability Insurance for Service Provider: with a ceiling of at least **€5 million**
- h) Declaration that, over the previous three years (**2019-2020-2021**), the Company's overall global turnover, excluding VAT, was not lower than **€900.000,00 (nine hundred thousand/00)**;
- i) Declaration that the Company is currently executing and/or has executed over the previous three-year period (**2019-2020-2021**) 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. In the case of successfully completed services, the Company shall produce the certificate of final completion issued by its public or private client;
- j) Possession or proof of activation of the procedure for the obtaining of the **ISO 9001** certification.

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

### Article 23. Awarding Criteria

Only those Tenderers that meet all the requirements listed in **Article 22** and are compliant with exclusion criteria listed in **Article 21** 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 **35/70**) will be eligible for the economic evaluation.

The 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 tender, out of a maximum score of **100**, according to the following parameters:

MAXIMUM SCORE	
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**:

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

**The Tenderer whose tender obtains the highest final score (T) is the Tenderer who will be awarded with the 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 24** and **Article 25(Economic Offer)** respectively.

### Article 24. Attribution of points relative to technical and qualitative aspects of service

The total score to be assigned to the technical offer is 70 points. Such points will be assigned following the score breakdown per criterion indicated in Table 1, in accordance with the quality coefficients included in Tables 2-8.

Out of 70 points:



- 58 shall be assigned taking into consideration the the description of the company and the CV's of the team members' profiles proposed in the technical offer (Annex II C) and supporting documents (including Annex H to be filled by each tenderer).
- The remaining 12 points shall be assigned through individual interviews to be undertaken with the Second Level Technical Support Team members and with the Senior Support Team members, as proposed in the tender, in order to evaluate their specific skills technical and ICT competence, as listed in Articles 9 and Articles 10 of these tender specifications, and Italian and English language skills.

<b>Table 1 – Technical and Qualitative aspects scoring</b>			
<b>Description</b>		<b>Min. Score</b>	<b>MAX. Score</b>
<b>A - Qualification of the Company</b>		<b>2</b>	<b>4</b>
<b>A1</b>	DESCRIPTION OF THE COMPANY, EXISTING CONTRACTS, REFERENCES	<b>2</b>	<b>4</b>
<b>B - Qualification of the Second Level Technical Support Team</b>		<b>10</b>	<b>20</b>
<b>B1</b>	Knowledge of Microsoft Windows Server 2016 and 2019	<b>2</b>	<b>4</b>
<b>B2</b>	Knowledge of Microsoft Active Directory Services		<b>2</b>
<b>B3</b>	Knowledge of Microsoft DNS/DHCP services		<b>1</b>
<b>B4</b>	Knowledge of Microsoft PowerShell		<b>1</b>
<b>B5</b>	Knowledge of RedHat Linux Server	<b>2</b>	<b>4</b>
<b>B6</b>	Knowledge of VMWare vSphere v6.7		<b>2</b>
<b>B7</b>	Knowledge of Microsoft Windows Defender		<b>1</b>
<b>B8</b>	Knowledge of TrendMicro Deep Security		<b>1</b>
<b>B9</b>	Advantageous experience (*)		<b>2</b>
<b>B10</b>	English Proficiency (CEFR minimum level A2)		<b>2</b>
<b>C - Qualification of the Senior Support Team</b>		<b>8</b>	<b>20</b>
<b>C1</b>	Knowledge of VMWare virtual infrastructure		<b>2</b>
<b>C2</b>	Knowledge of Active Directory Infrastructure		<b>2</b>
<b>C3</b>	Knowledge of Microsoft Azure (Infrastructure as a Service)		<b>2</b>
<b>C4</b>	Knowledge of TrendMicro Deep Security suite		<b>1</b>
<b>C5</b>	Knowledge of Oracle Server	<b>2</b>	<b>4</b>
<b>C6</b>	Knowledge of Microsoft SQL Server	<b>1,5</b>	<b>3</b>

<b>C7</b>	Knowledge of DellEMC Storage Area Network		<b>1</b>
<b>C8</b>	Knowledge of HPe Blade System and Servers		<b>2</b>
<b>C9</b>	Advantageous experience (*)		<b>2</b>
<b>C10</b>	English Proficiency (CEFR minimum level A2)	<b>1</b>	
<b>D - Off-hours Technical Support Service</b>		<b>7</b>	<b>14</b>
<b>D1</b>	Degree to which proposals match the terms and conditions of the STS	<b>3</b>	<b>6</b>
<b>D2</b>	Qualified technical persons proposed and their experience in managing similar systems and service	<b>4</b>	<b>8</b>
<b>MINIMUM AND MAXIMUM TOTAL SCORE FOR CRITERIA A-D</b>		<b>27</b>	<b>58</b>
<b>E - INTERVIEW AND PROFICIENCY Test of the Team</b>		<b>6</b>	<b>12</b>
<b>E1</b>	Interview of Second Level Technical Support Team	<b>3</b>	<b>6</b>
<b>E2</b>	Interview of Senior Support Team	<b>3</b>	<b>6</b>
<b>MINIMUM AND MAXIMUM TOTAL SCORE FOR CRITERIA A-E</b>		<b>33</b>	<b>70</b>

(\*) See **Article 9** for the list of technologies' competences considered as an advantage for the members of the Second Level Technical support and the Senior Support, respectively.

**Items A1, B1, B5, C5, C6, D1 and D2 must reach as well the Minimum Score, as shown in the Table 1, on pain of exclusion.**

Therefore, the minimum threshold for technical admissibility is thus set to 27/58 for the sum of key points assigned to parts **A (A1)**, **B (B1 – B10)**, **C (C1 – C10)** and **D (D1 – D2)**.

**Only Tenderers whose tenders do reach the above threshold will be put through to the interview stage.**

For each team members' profile, the evaluation committee will assign a score between 0 and the maximum score shown in **Table 1**, at its discretion, based on the degree of compliance with the requirements of this document.

**Items E1, and E2 must reach the Minimum Score as well, as shown in the Table 1, on pain of exclusion.**

The minimum threshold of suitability score to access to the evaluation of the economic offer is 6/12, namely the sum of the minimum points for criteria **E1** and **E2**.

## Reference tables for qualitative aspects of the service

**Table 2** - The quality coefficients in table 2 will be applied for items **A1** in **Table 1**.

Table 2 - Quality coefficients for A1		
Evaluation	Description	Coefficient
Excellent	The company's profile is of very high level, many existing similar contracts, very high references, providing added value with respect to the Contracting Authority's expectations.	1,00
Good	The company's profile is of a high level, some existing similar contracts, high references.	0,75
Satisfactory	The company's profile is of a satisfactory level, few existing contracts, good references.	0,50
Poor	The company's profile is partially unsatisfactory, no existing contracts.	0,25
Unsatisfactory	The company's profile is completely inadequate.	0,00

**Table 3** - The quality coefficients in table 3 will be applied for items **B1 – B09** in **Table 1**.

Table 3 - Quality coefficients for B1 – B09		
Evaluation	Description	Coefficient
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 4** - The quality coefficients in table 4 will be applied for items **C1 – C09** in **Table 1**.

<b>Table 4 - Quality coefficients for C1 – C09</b>		
<b>Evaluation</b>	<b>Description</b>	<b>Coefficient</b>
Excellent	Knowledge, certifications and previous experiences possessed are of a decidedly high level, bringing added value compared to the expectations of the Contracting Authority.	1,00
Good	Knowledge, certifications and previous experiences possessed are completely satisfactory	0,75
Satisfactory	Knowledge, certifications and previous experiences held in line with the provisions of the STS	0,50
Poor	Knowledge, certifications and previous experiences possessed partially unsatisfactory	0,25
Unsatisfactory	Knowledge, certifications and previous experiences possessed largely unsatisfactory	0,00

**Table 5 - The quality coefficients in table 5 will be applied for items D1 in Table 1**

<b>Table 5 - Quality coefficients for D1</b>		
<b>Evaluation</b>	<b>Description</b>	<b>Coefficient</b>
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 the 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 6** - The quality coefficients in table 6 will be applied for item **D2** in **Table 1**.

Table 6 - Quality coefficient for D2		
Evaluation	Description	Coefficient
Excellent	Company offers three or more candidates that meet skill requirements and have experience in managing similar systems and service	1,00
Good	Company offers at least three candidates that meet skill requirements	0,75
Satisfactory	Company offers two candidates that meet skill requirements	0,50
Poor	Company offers only one candidate that meet skill requirements	0,25
Unsatisfactory	The proposed candidates do not meet skill requirements.	0,00

**Table 7** - The quality coefficients in table 7 will be applied for items **B10** and **C10** in **Table 1**

Table 7 - Quality coefficients for B10 and C10		
Evaluation	Description	Coefficient
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

**Table 8** - The quality coefficients in table 8 will be applied for items **E1 – E2** in **Table 1**.

Table 8 - Quality coefficients for E1 and E2		
Evaluation	Description	Coefficient
Excellent	Knowledge and/or experience of the candidates are evaluated of a very high level, providing added value with respect to the Contracting Authority's expectations.	1,00

Good	Knowledge and/or experience of the candidates are evaluated of a high level	0,75
Satisfactory	Knowledge and/or experience of the candidates are evaluated of a satisfactory level	0,50
Poor	Knowledge and/or experience are evaluated partially unsatisfactory	0,25
Unsatisfactory	Knowledge and/or experience are evaluated completely inadequate	0,00

### Article 25. 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 9**, the maximum sum of which (**P** parameter) is equal to **30**.

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

Table 9		
Description of the Service		MAX Points
<b>P1</b>	<b>Second Level Technical Support Service</b> 235 days per year - ON SITE (Standard operation - 8 hours a day)	<b>12</b>
<b>P2</b>	<b>Senior Support Service</b> 96 days per year - ON SITE (Standard operation - 8 hours a day)	<b>12</b>
<b>P3</b>	<b>Off-hours Technical Support Service</b>	<b>6</b>

The maximum score achievable for **P1** for the price **P** (**12 points**) will be awarded to the Tenderer who offers the best price for the “**Second Level Technical Support Service**” (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:

$P1 = 12 \times \frac{\text{Best price}}{\text{Price offered}}$
---

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

The maximum score achievable for **P2** for the price **P (12 points)** will be awarded to the Tenderer who offers the best price for the “**Senior Support Service**” (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:

$$P2 = 12 \times \frac{\text{Best price}}{\text{Price offered}}$$

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

The maximum score achievable for **P3** for the price **P (6 points)** will be awarded to the Tenderer who offers the best price for the “**Off-Hours Technical Support Service**” (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:

$$P3 = 6 \times \frac{\text{Best price}}{\text{Price offered}}$$

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**).

## TITLE VII – ADMINISTRATIVE INFORMATION

### Article 26. 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 **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 27. 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 Service Contract.

**Article 28. Regular price revision**

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

**Title VIII - FINAL PROVISIONS****Article 29. 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 Service Contract provided by the Institute and included in the tender documents.

**Article 30. 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 31. 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 Contract;
- 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 30** 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 32. 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 33. Final Provisions and Annexes**

This **Annex (Special Tender Specifications)** consist of **33 Articles**, and **34 Pages**.

The tender documents are composed of the **Service Contract** provided by the Institute, the **Invitation Letter**, this **Special Tender Specifications – Annex I** and the following **8 Annexes** (from **Annex II-A** to **Annex-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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