



INFORMATION and COMMUNICATION TECHNOLOGY SERVICE

## **OP/EUI/ICTS/2022/05**

Special Tender Specifications for the provisioning of  
Maintenance and Networking Technical Support Services for  
the European University Institute.



**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 provision of **Maintenance Services** for all the H/W (hardware) equipment and S/W appliance that makes up the LAN/WAN (Local Area Network/Wide Area Network) wired and wireless network and the telephone infrastructure, present on all the premises of the European University Institute and the Historical Archives of the European Union as well as the supply of

on-site support services for the development, management and maintenance of the European University Institute Network and Telephone infrastructure. This resource will be included in the System and Networking Group (SNG), which is the ICT Service technical unit that deliver the EUI IT systems infrastructure.

The tender also includes the provisioning of a Network Operations and Control service (NOC) which will monitor the IT services included in the ICTs Business Continuity Plan.

In case of incidents, alarms, or malfunctioning, on the basis of pertaining the area of competence, the NOC operator will be able to engage the different contractors involved in the provision of the IT infrastructure off-hours support service.

In addition, the tender involves the provisioning of an off-hours support service (on-call) for the management of incidents, alarms or malfunctioning of services pertaining the area of IT network and telephony infrastructure.

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 services included in this tender procedure are as follows:

- *Maintenance Service*

The Company must guarantee the efficiency of the equipment making up the Institute's LAN and WAN network in compliance with the SLA (Service Level Agreement) that the Company has agreed to, and which is detailed below, in these STS (Special Tender Specifications).

- *On-Site Second level Technical Support Service to be provided from the premises of the Institute's Information and Communication Technology Service:*

Second level technical support;

Management and Maintenance of the LAN/WAN network infrastructure;

Management and Maintenance of the WI-FI (Wireless Fidelity) infrastructure;

Management and Maintenance of the Unified communication systems;

Management and Maintenance of the Data Center network infrastructure;

Administration and Maintenance of the LAN/WAN network monitoring and management infrastructure.

- *Network Operations and Control service (NOC)*

Monitoring of the IT services included in the ICTs Business Continuity Plan and detailed in the Annex II – K - NOC - IT services, included in the ITCs BC plan from remote during outside the standard office hours, when the Institute is closed and over the weekend. The NOC is able to engage different contractors involved in the provision of the IT infrastructure off-hours support service.

- *Off-hours support service*

Management of any and all instances of malfunctioning or technical failure of the network, and other alerts issued by the NOC. Including the possibility that one of the technicians on duty as On-Site support service on the premises of the Contracting Authority be engaged as a matter of urgency even outside the working hours of the On-Site Support Service; and, further, to be On Call on days when the Institute is closed and over the weekend.

- *Senior Support Service*

a team of Senior Network Engineer that shall guarantee support to the EUI Network Manager for the analysis, design, deploy and upgrade of the EUI Network Infrastructure.

- *Pre-sales advisory Service*

in order to provide technical assessments and cost estimates, rapidly and reliably, together with involved list of materials, in case of deployment of new technical solutions, or substitutions of existing equipment.

#### **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.

**Joint tenders are not accepted and shall be rejected.**

**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 **€295,000.00** (two hundred and eighty thousand/00), excluding VAT, for a total amount of **€2,065,000.00** (two million sixty-five thousand/00) for the **7** (seven) years of overall duration of the contract.

The presumed amount is estimated as follows:

**A. for Maintenance Service, €130,000.00** (three hundred thousand/00) per annum, excluding VAT, for a maximum total value of €1,190,000.00 (one million one hundred ninthly thousand/00) for a maximum of 7 (seven) years of overall duration of the contract;

**B. for On-Site Second level Technical Support Service, €80,000.00** (five thousand/00) per annum, excluding VAT, for a maximum total value of €630,000.00 (six hundred ninthly thousand/00) for the 7 (seven) years of overall duration of the contract;

**C. for Network Operations and Control service (NOC), €35,000.00 (thirty - five thousand/00)** per annum, excluding VAT, for a maximum total value of €245,000.00 (two hundred and forty-five thousand/00) for the 7 (seven) years of overall duration of the contract;

**D. for Off-hours technical support, €30,000.00 (thirty thousand/00)** per annum, excluding VAT, for a maximum total value of €215,000.00 (two hundred and ten thousand/00) for the 7 (seven) years of overall duration of the contract;

**E. for Senior Support Service, €15,000.00** (ten thousand/00) presumed annual floating, excluding VAT, for a maximum total value of €105,000.00 (seventy thousand/00) for the 7 (seven) years of overall duration of the contract;

**F. for Pre-sales advisory Service, €5,000.00** (five thousand/00) presumed annual floating, excluding VAT, for a maximum total value of €35,000.00 (thirty-five 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 already subscribed by the Institute in previous years.

The presumed maximum annual sum of all the six parts (A + B + C + D + E + F) is **€295,000.00** (two hundred and ninthly-five thousand/00). This amount consists of fixed amounts (A + B + D + E) and floating amounts

(C + F). The presumed annual fixed amount is **€275,000** (two hundred and seventy-five thousand/00) and the presumed annual floating amount is approximately **€20,000** (twenty thousand/00).

Considering the above, the total maximum amount presumed for the seven-year contract is equal to **€2,065,000.00** (two million sixty-five thousand/00).

The above estimates shall be taken into consideration in order to establish the total presumed amount of the tender, since it has been calculated based on variables whose future developments cannot be accurately predicted.

It shall not, therefore, be taken as a guarantee of the future contract's volume, nor shall it in any way be binding on the Institute. For this reason, the successful tenderers 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 EUI campus includes about twenty buildings located on the hillside on both sides of the boundary between the municipalities of Florence and Fiesole as well as the historical centre of Florence. The **main building** is the **Badia Fiesolana**, in the village of San Domenico in the municipality of Fiesole. The other buildings are located in Piazza San Marco, Le Cure (Piazza Edison), on Via Boccaccio, Via Bolognese and Via Faentina in the municipality of Florence, and on Via Faentina in the municipality of Fiesole (Pian di Mugnone) and in the village of San Domenico, in the municipality of Fiesole, as described below:

- **The Badia Complex**, including **Badia Fiesolana**, **Villa Sanfelice** and **Villa Paola**, Via dei Roccettini, 9 & 5 - 50014 San Domenico di Fiesole (FI)
- **Palazzo Buontalenti**, Via Cavour, 65 – 50129 Firenze (FI)
- **Villa Malafrasca**, Via Boccaccio, 151 - 50133 Firenze (FI)
- **Convento di San Domenico**, Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)
- **Villa la Fonte**, Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)
- The Schifanoia Complex, including Villa Schifanoia, La Cappella, Il Casale, Il Villino and Villa Raimondi, Via Boccaccio, 115/121 & 111 - 50133 Firenze (FI)
- **Villa il Poggiolo**, Piazza Edison, 11 - 50133 Firenze (FI)
- **The Villa Salviati Complex**: Manica and Castello (EUI) - Ipogeo (Historical Archives of European Union), Via Bolognese, 156 – 50133 Firenze (FI)
- **Ponte alla Badia Flats**, Via Faentina 386 - 50133 Firenze (FI)
- **Pian di Mugnone Flats**, Via Faentina 94/B - 50014 Pian di Mugnone di Fiesole (FI)



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.

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 activities that are the object of this tender procedure are aimed at guaranteeing the efficiency of the Institute's LAN/WAN and telephone network service, and therefore require a daily and continuous presence on the Institute's premises.

Due to the nature of the services to be provided, the Institute requires that the Company must have operational offices in the city of Florence or within a range of 60 Km from the EUI premises; should this not be the case, the Company must be willing to establish operational headquarters in Florence or within a range of 60 Km from the EUI premises, within thirty days from receiving notification that it has been awarded the tender.

Below is an initial list of the activities that will be the main object of the tender, as well as a description of how they shall be carried out.

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

#### **Maintenance Service**

The Maintenance Service shall envisage the provision of services on any of the Contracting Authority's premises in order to repair the equipment and restore it to its proper function; the Contractor undertakes to guarantee that any material provided under these Tender Specifications shall be in a state of full efficiency and that its technicians shall intervene promptly when needed, in compliance with the response times envisaged in the Service Level Agreement (SLA), as described for each lot of equipment and materials at the **Art. 12** Service Level Agreement of this STS.

The Technicians carrying out the interventions shall be certified and properly equipped with all necessary tools and materials to gain proper access to and operate effectively on the equipment in question. In any event in which more than one technician is required, the Contractor shall ensure that the persons required – whatever their number – are available and can be deployed as needed.

Once each Maintenance Service intervention is completed successfully, a technical report shall be drawn up, including the detailed description of the actions carried out, the time that was required for the intervention and how the fault was solved; the technical report shall be signed jointly by the person in charge appointed by the Contractor and by the Contracting Authority's Network Engineer.

In the event that the breakdown calls for the replacement of the equipment with a new piece, the failed element will only be removed after the Contracting Authority has issued a transport document (DDT) for its removal.

The Contractor further undertakes to dispose of any failed equipment, whether parts or whole components of the equipment, in full compliance with the existing legislation, observing all the current regulations and any future ones which may have been introduced in the meantime, relating to the correct Disposal of Waste Electrical and Electronic Equipment (WEEE).

In the event of two (2) breakdowns occurring to the same device within ninety (90) days of each other, even if the two breakdowns are of a different type/nature, the Institute is entitled to refuse the mere replacement of the failed component and to demand the replacement of the device as a whole.

A request for Maintenance intervention may be submitted by the Institute's administrative staff and/or independently by any member of the On-Site Networking Technical Support Team.

In order to ensure that Maintenance requests are transmitted and received efficiently, the Contractor shall establish a single/dedicated phone number, active for the entire period that the service is offered (24 hours a day, 7 days a week) and an e-mail address; the phone line shall have the cost of a local call to the Florence city district.

The replacement and/or repair of faulty or malfunctioning components shall be performed by the Contractor using original parts and/or components, each guaranteed as new by its manufacturer and of the same grade or release as the part or component which requires replacement; in the event that such a component is not available, it shall be replaced by a component of a higher grade. Any part or component that is replaced shall be certified by the manufacturer of the device/machine.

The Contractor shall carry out replacements using its own parts: to ensure that this is possible, the Contractor undertakes to establish – within thirty (30) days of the notification that it has been awarded this tender procedure – a warehouse capable of storing any such part or component required to ensure full compliance with the SLA, including devices and equipment declared to be obsolete and no longer supported by the manufacturers' technical maintenance services and for which "end of maintenance" notifications have already been issued (End of SW Maintenance Releases Date: H/W, End of Routine Failure Analysis Date: H/W, End of New Service Attachment Date: H/W, End of Service Contract Renewal Date: H/W, Last Date of Support: H/W and similar).

The Contractor shall use replacement equipment that offers the same level of guarantee and maintenance support that the manufacturer offers for new equipment.

All the involved products must be Genuine and original products. In details, original hardware products and software licences issued expressly by the Manufacturer for the European University Institute. The equipment supplied shall be perfectly suited for the purpose, authentic, factory new, coming from

authorized sources. In order to avoid the provision of unauthorized software licences or the supply of non-original equipment, or used, regenerated equipment, or coming from unauthorized sources and channels, the Institute shall be entitled to check with the Manufacturer as to the genuine nature, provenance and guarantees for the H/W and S/W provided.

The Manufacturer shall issue licences for the products specifically to the European University Institute, which shall thus be the primal purchaser of any such products and first licensee of any software, including the software included with the equipment.

The Maintenance Service shall be organized in such a manner as to offer the Contracting Authority the expertise and the resources needed to solve – in accordance with the pertinent SLA – any occurrence of breakdown or malfunctioning that may affect any and all of the components used: switches, routers, serial cables, optical fibre, copper cables or cables of any type, electrical and electronic components, or the operating systems of any network equipment (wired or wireless LAN/WAN, and telephony systems) installed on the premises of the Institute. A description of the hardware/software involved in the maintenance service is given in **Annex II-J\_Equipment under maintenance**.

#### **On-Site 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 Support Service*” as well as the standard daily activities. This technical support service shall also be responsible for ordinary management and monitoring of the EUI campus network, to be performed in an autonomous manner.

This activity shall be carried out through the On-Site presence of technician specialized in networking and telecommunications is present daily on the Institute's premises. 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.

The activities of this technician shall be agreed upon and coordinated by the Institute's Network Manager.

The technician shall respond independently to the support requests coming from the User Support group, following the process through till each request is successfully completed. In order to do this, the technician shall cooperate with other technicians from the ICT Service, with the support staff and, if needed, with external technicians; (s)he shall use, where necessary, the systems currently in use to trace activities and shall comply with the procedures established by the Institute (EUI ticketing system). (S)he shall be responsible for troubleshooting in relation to problems linked to access and use of the Institute's LAN and WAN networks. (S)he shall install new H/W (switches, access points) and, where needed, shall cooperate with the other Services in the Institute to ensure that these H/W installations function correctly.

The expert technician shall be equipped with all materials and resources needed to ensure that (s)he can access and intervene on all the equipment that is the object of these Tender Specifications.

The technician in question shall be part of a three (3) member Team, who will ensure the service at the Institute on a roster basis. Each member of the Team shall have the same role and function as the others, so as to be entirely interchangeable in carrying out the first and second level technical support activities.

Furthermore, in order to ensure that they can gain easy access to all the Institute's premises, they must each have the availability of a car to get themselves and the equipment and materials they may need to transport to the premises where their services are needed; and they shall be granted access to all the rooms/spaces where the network equipment is located.

The member of the on-site support Team shall respond to different types of requests, including:

- *Solution of problems notified through calls to the HelpDesk;*
- *Second level technical support;*
- *Response to telephones Change requests, in cooperation with the telephone support officer;*
- *Technical support through on-site inspections of the state of the physical network;*
- *Patching/Upgrade of the Firmware of the network equipment,*
- *Installations of new H/W or S/W;*
- *Update of network monitoring and management platforms;*
- *Inventory Management.*

The technician shall have a good level of both Italian and English, including spoken and written language proficiency, so as to be able to dialogue and engage with the staff from the Institute's various services, both administrative and academic, as well as with any third party suppliers.

The aim of this service is to support users physically, at their desks, or in teleworking, helping them solve problems involving connection to network services, in all those cases where users support team members (Site Officers) require verification by an expert networking technician. Among the various activities included in this area, the technicians providing the On-Site service shall be called upon to:

- *Resolve all the tickets originating from the Institute's first level HelpDesk for which local user support has not found a resolution;*
- *Perform any Change request necessary for the infrastructure and services providing access to the network;*
- *Perform diagnostic activities and management of malfunctioning in the administered infrastructures.*

The networking technician may further be involved, in collaboration with the Institute's HelpDesk, in the resolution of tickets that call for joint intervention with local user support at the desk of the end user, in the case of support operations relating to access to the Institute's networks, either wired or wireless, via PCs or mobile devices.

Within the context of this type of intervention, the Networking Technical Support Service technician may be required to act in cooperation with the server and client management groups in charge of handling these issues within their own areas. Any intervention will be carried out as the result of the opening of a ticket on the first level HelpDesk, or as the result of an IMAC (Installation Move Add and Change) issued by any of the Institute's ICTS in-house working groups.

Each technician shall be acquainted, in detail, with the entire network of the Institute, including its architecture, technology and localization, so as to be capable of acting quickly and effectively, solving the problem without further assistance in the majority of cases.

The main activity of the Networking Technical Support Service is the management and monitoring of the Institute's network infrastructure as relates to the areas described in detail in these Tender Specifications. In the event of problems, the support service's tasks shall also include priority management and/or referral to other in-house technical groups (part of the Institute's own ICT Service), or to external technicians. The purpose of the second level support service shall therefore be to monitor and manage the EUI network infrastructures described in this document, including:

- *Structured cabling systems;*
- *Fibre optic connections;*
- *Cisco Catalyst switches for LAN access;*
- *Cisco Catalyst Layer 3 switches for Distribution and routing;*
- *Cisco routers for WAN access;*
- *Cisco Wireless Lan Controllers and access points;*
- *Cisco Identity Service Engine;*
- *Cisco Prime network management;*
- *Cisco Unified Communication systems;*
- *Cisco Nexus Data Center Network switches;*
- *Cisco Application Centric Infrastructure;*
- *Cisco Adaptive Security Appliance.*

A description of the hardware/software involved in the elements above is given in Article 9 of the **Special Tender Specifications** and in **Annex II-J\_Equipment under maintenance**.

In particular, the technicians shall be required to be capable of managing the equipment listed above, to carry out configuration changes when requested, to manage the technological lifecycle of the equipment (organizing, where necessary, all activities in preparation for the replacement in cooperation with the Institute's Network Manager and the persons in charge of any services involved in the changes), as well as handling any required software upgrade to the equipment's operating systems, including downloading upgrades from the manufacturer's website.

In the case of Network management products, technicians are required to possess the know-how necessary for analysing alarms and events, as well as being capable of implementing the most appropriate measures to resolve the problem.

The technicians shall furthermore be capable of diagnosing problems relating to the main authentication and encryption transmission protocols (RADIUS, TACACS+, WPA/WPA2/WPA3, PAP, MS-CHAP, Kerberos, LDAP), with special reference to the wireless networks present in the Institute.

Given the nature of the Institute's network infrastructure, technicians are required to be well-versed in the characteristic features and potentials of data transmission through copper and optical fibre cable, as well as the specific features relating to their physical support systems (cables and connectors).

The Contractor's technicians shall also be required to provide support for any external firm that may be called upon to carry out an intervention on the circuit terminals of the various Service Providers supplying the Institute.

The technicians shall also ensure a high-quality telephone service, being able to understand and configure Quality of Service (QoS) policies, to allow the Voice telephone systems to function properly as well as any other configuration involved in this respect.

In case of need, the technicians must be capable of using a protocol analyser in order to capture and visualize network traffic.

The technicians shall also ensure that the network monitoring systems of the Institute are kept up-to-date and in efficient working order, in order to ensure that, in the case of faults or incidents being reported, interventions can be carried out in a timely manner.

The technicians shall keep up-to-date the inventory of the equipment located on the premises of the Contracting Authority, in collaboration with the Institute's ICT Service Inventory Officer.

Once any support request is received by the first level HelpDesk service, the whole range of technical actions envisaged to solve the problem must be implemented, and every comment that proves useful in the problem resolution shall be shared through the appropriate collaboration tools with the various ICT Service in-house support groups working in the Institute.

This activity shall be carried out through the On-Site presence of one Full Time Equivalent staff member, Monday to Friday, excluding the periods when the Institute is closed for holidays (35gg approximately - see Annex 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 3 (three) 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 3 (three) 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.

### **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 or the technical intervention from remote of a Senior Network Engineer.

This support team shall be composed by Senior Network Engineers with a minimum of 15 years' experience in this field. The Contracting Authority's Network Manager will request the on-demand intervention of a member of the Senior Support Team service specifying the area of competence of the requested personnel, with 2 weeks' notice to the Team Supervisor. The member of the Senior support team will intervene in addition to the member of the *On-Site Second level Technical Support Service*.

Specific order request of days on consultancies will be sent every year or when needed on the basis of the identified technical profile needed.

For reference, the on-premises technical interventions or the requested days consultancies performed over a year are about 30 (thirty) per year.

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

### **Network Operations and Control service (NOC)**

The tender also includes the provisioning of a Network Operation and Control service. The Company is expected to monitor the IT network services to avoid network outages, ensuring that IT key services can operate and be supported out of normal working hours, minimising unavailability of key IT systems or services. The IT services to be monitored are those included in the ICTs Business Continuity Plan and detailed in the **Annex II\_NOC - IT services, included in the ITCs BC plan**.

The Institute has a monitoring platform, dedicated to the daily monitoring of all IT systems, however, the contractor could propose a different monitoring system, to installed on-premises and/or remotely, which must ensure the monitoring of the most critical IT devices (servers, systems, switches, routers, virtual appliance...), and their components status, such as CPU usage, memory utilization, disk free space, network interface status and usage, etc. The above-mentioned list of components to be monitored shall not be considered an exhaustive is only an example for better defining the scope and the different components to be monitored.

The ITCs Business Continuity plan details the recovery steps to be taken in the event of loss of any individual IT key systems. For the sake of clarity, the involved IT key systems are listed here below:

- Azure Windows Active Directory
- Office 365 (e-mail, Teams, OneDrive)
- Shared and personal folders SAN – Storage Area Network

- Virtual servers' infrastructure
- Data Backup
- Microsoft Active Directory and Basic network services (DHCP, DNS)
- Firewall
- Internet
- Domain Name Server (DNS)
- LAN, (core buildings)
- Data Center network infrastructure
- VPN access
- EuroDomain access
- Wi-Fi (controllers)
- Voice Unified Communication systems
- Landlines
- EUI Institutional Website

Please note that IT key systems monitored by the NOC service are IT services supported partially by Company selected within this tender (network area) and partially included in other tenders focused on supporting of Microsoft Office365 and Datacenter System Infrastructure.

The NOC service foresees to have an operator *constantly* supervising and monitoring the proper functioning of the identified Key IT application systems during off-hours from remote; from Monday to Friday 18:00 – 09:00, and on weekends, public holidays/EUI closure.

In the event that a fault/disaster is identified by the NOC operator, outside office hours, he will be able to escalate to various on-call external contractors, who are also involved during office hours in the day-to-day IT operations activities, on the basis of their IT area of competence as foreseen from their respective support contracts.

The procedures for engaging the external contractor on the basis of faults and systems involved is detailed in the ICTS Business and Continuity plan.

The appointed companies have to organize a service that will cover each area of competence of the EUI IT infrastructure to support, the company awarded of the NOC service will monitor the outage till the resolution of the issue from the on-call external contractors.

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

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:

- Firewall
- Internet
- LAN, (core buildings)
- Data Centre
- VPN access



- Wi-Fi
- Voice communication
- Landlines

The IT key systems involved in the Off-hours technical support listed above could change during the duration of the contract.

This service must be available from 6 PM to 9 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 perform, being on call and will only be involved upon notification from the *NOC service*, which will be monitoring the IT infrastructure from remote as described in before. The SLA obligations apply (see Article 12) for the above-mentioned services only, starting from the alert notification.

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.

The off-hours support service can be covered by different and qualified technicians from the Second Level Support and the Senior Technical Support. However, *an off-hours technical support team made up from the members that provide support to day-to-day IT operations activities during office hours, will be considered an added value.*

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.

The off-hours support service team members will intervene, by following clearly defined and detailed procedures provided in advance by the ICT service, ICTS Business Continuity Plan, 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 other members of off-hours support service team with higher expertise and technical seniority.

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-hour support intervention and action performed must be recorded, detailed and communicated through previously indicated channels.

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 Second level support or Senior technical support or Off-hours technical support members. 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.

For reference, in the last 3 (three) years we experienced 12 (twelve) on premise technical intervention for hardware malfunctioning and 18 (eighteen) remote supports for black-out or electrical failures.

### **Pre-sales advisory Service**

The tender also includes the provisioning of technical assessments and cost estimates, rapidly and reliably, together with involved list of materials, in case of deployment of new technical solutions, or substitutions of existing equipment. While the procurement of such materials is not part of the present tender.

The pre-sales advisory Team shall be made up of persons of proven experience, with qualifications and certifications relating to the technologies and product families listed in this STS and in its annexes. The Contractor shall provide an expert network designer capable of fully understanding the needs of the Contracting Authority. This team shall thus be capable of providing information and detailed descriptions of the technical solutions that need to be adopted, as well as providing accurate information on the pricing, thereby giving the Institute cost estimates.

The Contracting Authority's Network Manager will request the on-demand the support of a member of the pre-sales advisory Team specifying the area of competence of the requested personnel, with 2 weeks' notice to the Team Supervisor.

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

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

The members of the Second level Support service Team shall each possess at least the following technical skills:

- Excellent knowledge of structured cabled infrastructure, of the Twisted pair (TP) and Optical Fibre types of cables used;
- Excellent knowledge of the physical level, of types of signalling, of means of transmission, of network and serial interfaces;
- Excellent knowledge of the Open Systems Interconnection (OSI) model; Excellent knowledge of TCP/IP protocol;
- Excellent knowledge of unicast, multicast, broadcast transmission methods;
- Excellent knowledge of switching, of spanning tree protocols (STP) for Vlan, Trunking and all related protocols; In-depth knowledge of distributed LAN infrastructures;
- Excellent knowledge of the main routing protocols, especially Enhanced Interior Gateway Routing Protocol (EIGRP), and redundancy protocols such as Hot Standby Routing Protocol (HSRP);
- Good knowledge of WAN (Wide Area Network) distributed geographical network architectures;
- Good knowledge of Border Gateway Protocol (BGP);

- Excellent knowledge of the following network services: Domain Name System (DNS), Dynamic Host Configuration Protocol (DHCP), World Wide Web (WWW), Simple Network Management Protocol (SNMP), Network Time Protocol (NTP);
- Excellent knowledge of Voice over IP communication protocols and Cisco Unified Communication Systems;
- Excellent knowledge of the following services/protocols for authentication and authorization: Terminal Access Controller Access-Control System plus (TACACS +), Remote Authentication Dial In User Service (RADIUS);
- In-depth knowledge of wireless transmission systems;
- Excellent knowledge of the authentication and data encryption protocol Wi-Fi Protected Access Enterprise (WPA2, WPA3);
- Excellent knowledge of the remote access Virtual private network (VPN) service;
- In-depth knowledge of Quality of Service (QoS) in a LAN context for Voice over IP (VoIP) applications;
- In-depth knowledge of network management systems (Cisco Prime);
- Excellent knowledge of the commands of operating systems running on network equipment (Cisco IOS);
- Excellent knowledge of S/W for traffic and packet analysis;
- Knowledge of Windows server and client systems.

Every member of the team, without exception, shall further possess all the following requirements:

- Good knowledge of English,
- Excellent knowledge of Italian,
- Specific previous experience of at least 5 years in the Networking sector
- A driving licence, category B or higher, valid for Italy.

Every team member, without exception, shall also possess the following certification, in a state of validity for the entire duration of the contract:

- Cisco Certified Network Professional (CCNP) Enterprise

The following qualifications are considered optional, but will be taken into consideration in the evaluation that awards points for the final score (see Table 1, Article 24):

- A specialist or Master's university degree in technical and ICT disciplines,

All members of the *Second level Technical Support Service*, must have a car in order to get to the main place of work and to be able to get independently to each of the Institute's premises, if and when needed. They shall also be equipped with all the resources needed to properly carry out their duties, such as portable PCs and cell phones, to be able to work effectively from any location.

### **Senior Support Service**

The members of the Senior level Support service Team shall possess at least the technical skills foreseen for the Second level Support service Team and at least an experience of 15 years in the sector.

The members of the Senior level Support service Team shall each possess at least the following technical skills:

- Excellent knowledge of WAN (Wide Area Network) geographically distributed network architectures;
- Excellent knowledge of SD-WAN and VPN LAN to LAN techniques;
- Excellent knowledge of exterior routing protocols, Border Gateway Protocol (BGP) and policy based routing;
- Excellent knowledge Cisco ASA firewall;
- Excellent knowledge Fortinet FortiGate firewall, and other Fortinet security appliance;
- Excellent knowledge Cisco Application Centric Infrastructure and data center network infrastructure.

They shall also possess the following certification, in a state of validity for the entire duration of the contract:

- Fortinet NSE5 – Network Security Specialist
- Cisco Certified Network Professional (CCNP) Enterprise
- Cisco Certified Network Professional (CCNP) Data Center
- Cisco Certified Network Professional (CCNP) Collaboration
- Cisco Certified Network Professional (CCNP) Security
- Cisco Certified Network Professional (CCNP) Data Center

### **Pre-sales advisory Service**

The personnel proposed as member of Pre-sales advisory Service team member, shall have at least 15 years of experience in the sector, and also possess the following certification, in a state of validity for the entire duration of the contract:

- Cisco Certified Design Professional (CCDP) or CCNP Enterprise certification

### **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.

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, including a car for moving from Villa Il Poggiolo, piazza T. Edison 11 - Firenze, which host the Institute ICT service head quarter, to other EUI premises. EUI-specific software licences shall be provided by the Institute.

#### **Staff – Maintenance services, On-Site Second level Technical Support**

As has already been described above in these Tender Specifications, On-Site Second level Technical Support team shall be made up of three (3) technicians, so as to ensure that they can alternate if the need arises (sickness/leave) or in order to ensure that the required specific skill is covered.

In order to provide the required support services correctly, as described in **Article 14** above, the members of the technical team must all be interchangeable; and the Contractor is required to guarantee that every day one (1) of the members of this team is present on the premises. It shall be their task to keep each other fully updated on the different activities, so as not to delay the performance times for each of the tasks. Furthermore, they shall be overseen by a Technical Supervisor who shall have regular exchanges with the Contracting Authority's Network Manager in order to ascertain that the service is being provided according to plan, and to agree on any corrections or improvements that may prove necessary. Each member of the team, three (3) technicians, should be on shift, present on the premises Contracting Authority at least one day per week.

The On-Site Second level Technical Support team shall be made up of persons of experience, possessing the relevant qualifications and certifications of their skills in relation to the network's equipment; these technicians shall possess personal accounts enabling them to download from the manufacturer's website any operating system that is running on the network equipment or any management software installed at the Institute, so as to guarantee that any equipment can be rapidly and properly upgraded or patched.

The On-Site Second level Technical Support team shall also be capable of opening and managing technical support tickets on the official Support system of the Manufacturer of the H/W and S/W that makes up the Institute's networking infrastructure.

### **Staff - Senior Support Service**

The members of the Senior level Support service Team shall possess high-technical skills, with qualifications and certifications relating to the technologies and product families needed in the Enterprise Network operation and in particular in Advanced Routing operation, advanced Voice Communication, and Data Centre network infrastructure and Network Firewall/security. Together with Supervisor of the Senior Support team will support the development of the EUI Campus network advising the Contracting Authority's Network Manager on new technologies and best practices.

### **Staff – Pre-sales advisory Service**

The pre-sales advisory Team shall be made up of persons of proven experience, with qualifications and certifications relating to the technologies and product families needed in the Enterprise Network operation. The Contractor shall provide an expert network designer capable of fully understanding the needs of the Contracting Authority; together with Supervisor of the On-Site Second level Technical Support team they will support the development of the EUI Campus network advising the Contracting Authority's Network Manager on new technologies and best practices.

## **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.

The **Supervisor of the On-Site Second level Technical Support team** shall coordinate and plan the activities of the members of his team, who shall work in shifts according to the priorities established by the Contracting Authority's Network Manager, and shall furthermore guarantee, for the entire lifetime of the contract, an excellent quality level in the services provided.

The person designated by the Contractor as Supervisor of the On-Site Second level Technical Support Team shall have suitable professional qualifications for the role he/she is called upon to perform, as well as prior experience in a similar function. In detail, the main skills and competences the Supervisor must have, are the following:

- a) Minimum of 15 years' experience in Networking*
- b) Ability to manage complex projects;*
- c) A constructive and innovative attitude, focusing on finding solutions and seeking consensus;*
- d) Ability to take decisions in critical and unstable situations;*
- e) Knowledge of program/change management and project management;*
- f) Ability to relate to clients at different levels;*
- g) Ability to guide others and a marked service culture;*
- h) Leadership and managerial skills.*

The Supervisor of the On-Site Second level Technical Support Team shall oversee all activities, ensuring that services are provided according to the terms and conditions of these Tender Specifications, including the Annexes, and the detailed commitments undertaken by the Contractor in the Offer it submitted as its bid. The Supervisor is responsible for ensuring that employees engaged in service- provision comply fully with the functions and tasks to be performed, as defined by the contractual terms.

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 29 and 30** of this STS), on pain of specific penalties and/or disciplinary sanctions at the discretion of the Institute.

## **Article 12. Service Level Agreement**

### **Service Level Agreement - Maintenance Service**

The Maintenance Service shall envisage the provision of services on any of the Contracting Authority's premises in order to repair the equipment and restore it to its proper function; the Contractor undertakes to guarantee that any material provided under these Tender Specifications shall be in a state of full efficiency and that its technicians shall intervene promptly when needed, in compliance with the response times envisaged in the Service Level Agreement (SLA), on the basis of the importance of each equipment, according to the Service Level Agreement Classification; Critical, Standard and Basic detailed in the table

below. For each lot of equipment and materials, the contractor will find in the **Annex II-J\_Equipment under maintenance** the required service level agreement.

Service Level Agreement Classification	H/W replacement activity	time of intervention
Critical	24x7 - 4 hours	Every day of the week - 24hours/day - in 4 hours
Standard	24x7 - 8 hours	Every day of the week - 24hours/day - in 8 hours
Basic	8x5 NBD (next business day)	Every working day (Mon-Fri) - from 8.30 AM to 5.30 PM - on next business day

#### **Service Level Agreement - Second Level Technical Support Service**

The Second Level Technical Support Service is technical support service responsible for ordinary management and monitoring of the EUI campus network, therefore absence or any changes in the scheduling of the personnel present at the Institute will diminish the quality of the service delivered to the Contracting Authority.

The table below describe the service level expected in communication any variation to the agreed shift of the personnel.

Personnel replacement	time of communication	time of replacement
Change of the onsite personnel	To be communicated one week in advance	N/A
Absence of the onsite personnel	To be communicated 24hours/day in advance	To be replaced in 4hours

#### **Service Level Agreement - Senior Support Service**

The Senior Support Service is the support to the evolutionary development and extraordinary maintenance of the EUI System Infrastructure. These activities will be provided on-demand by the Contracting Authority, the contractor has to ensure the presence or the remote intervention of the involved Senior Network Engineers *within no more than 2 weeks* from the Institute's request.

#### **Service Level Agreement - Off-Hours Support 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 identified the issue within 180 (one hundred and eighty) minutes from the moment of the issue notification, the incident will be promptly contacting and escalating



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.

#### **Service Level Agreement for Network Operations and Control (NOC) service**

The Network Operations and Control (NOC) service, involves the monitoring of the IT services included in the ICTs Business Continuity Plan providing to take charge of the problems and to action an immediate response when they raise during the off-hours, any alarm should be undertaken within 30 (thirty) minutes, from the receiving of the alert, and dispatched accordingly to the procedure.

The incident will be promptly contacting and escalating 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.

#### **Service Level Agreement - Pre-sales advisory Service**

The Contractor, upon request of the Contracting Authority, must be able to arrange ad-hoc meeting among the designated members of pre-sales advisory Team and Contracting Authority's Network Manager within 2 (two) weeks from the request to the Team Supervisor.

The provisioning of technical assessments and cost estimates, together with involved list of materials (bill of materials), shall be made available to the Contracting Authority in the following 2 (two) weeks.

#### **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 29 and 30** of this STS) information relating to the operations carried out, any problems encountered, and the possible resolutions.

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 organise the handover at their own expenses.

The Contracting Authority reserves the right to ask the Contractor to replace any employee that may not be considered suitable for the service for specific and demonstrated reasons. In such an event, the Contractor shall provide for a replacement within 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.

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 2023 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 **Annex II-H Overview Curriculum Form** and 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 will be tested during interview)

This information shall be clearly provided in the Technical Offer, in a specific chapter describing the team members who will be involved in providing the services. In this specific chapter, tenderers must also include the **Annex II-H Overview Curriculum Form** 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 II-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 will 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 (**Articles 9, 10, 11 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** 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 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 **€3.000.000,00** .

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.

#### 1st level: **€ 250.00**

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

#### 2nd level: **€ 1,000.00**

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

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

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

## TITLE VI

### EXCLUSION, SELECTION AND AWARD CRITERIA

#### Article 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 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 (c) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

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

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

EUI reserves the right to verify the information and to request further supporting evidence prior to the signature of the 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 CCIAA (Chamber of Commerce, Industry, Arts and Crafts, Agriculture), or in an equivalent registry in the country where the company is established, showing that it practices business activities in the field that is the object of this tender procedure, or at least a field that is compatible with it;



- b) For tenderers with office registered in Italy: self-certification that the Tenderer is in compliance with anti-Mafia provisions (the Institute reserves the right to request the competent Prefecture to issue the related anti-Mafia certificate); for international Tenderers: self-certification of equivalent international certificates;
- c) Declaration that the Tenderer has taken note of all general, particular and local circumstances, barring none, and of any other element which may directly or indirectly influence the implementation of the service or the drawing up of the tender; and therefore, that the tender submitted is profitable, and that the company undertakes to hold said tender valid and binding for **one-hundred-and-eighty (180) days**, starting from the deadline for submission of the tender;
- d) Declaration of being in compliance with all obligations relating to the payment of social security and insurance contributions in favour of its employees, in full observance of existing legislation; and that it applies the employment conditions envisaged in the sector's national collective labour agreement;
- e) Declaration of being in compliance with the labour regulations governing the right to work of persons with disabilities and of being in compliance with the current environmental laws and regulations;
- f) Any and all useful documentation to prove that the company is fully up to date with all due social security and insurance contributions (e.g., through a DURC certificate), according to existing legislation;

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

- g) Two (2) bank references issued by prime banks, or financial companies included in the registers of authorized brokers, issued after the date of the Invitation to tender and the publication of these STS, proving that the Company has always met its obligations punctually and regularly, and that the Company possesses the economic and financial capacity to perform the services that are the object of this tender. The EUI may accept only one bank reference if duly justified by the tenderer;
- h) Certificates for the following insurance policies, valid for the entire duration of the Service Contract, and complying with the ceilings as follows:
  - i. Civil Liability insurance: with a ceiling of at least **€3 million**
- i) Declaration that, over the previous three years (**2019-2020-2021**), the Company's overall turnover, excluding VAT, was not lower than **€1.770.000,00 (one million seven hundred and seventy thousand/00)**;
- j) 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.

Among the services performed over the previous three years (**2019-2020-2021**), the Company must be able to include at least 1 contract that was successfully executed, or that is currently in execution, for an amount of at least **€885.000,00 (eight hundred and eighty five thousand/00)**, excluding VAT, for the overall period of the 3 years taken into account and displaying the same characteristics as the one that is the object of this tender procedure.

In the case of successfully completed services, the Company shall produce the certificate of final completion issued by its public or private client.

- k) Auto-Declaration that the Company is currently in possess of **Cisco Certified Gold Global integrator/Gold integrator/Multinational certified Partner**

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 bid, 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 25**) and Economic Offer (**Article 26**) 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 from 2 to 6.

Out of 70 points:

- 55 points shall be assigned taking into consideration the description of the company, the CV's of the team members' profiles and the description of: the Network Operation and Control (NOC) Service, the Off-hours Technical Support Service, the Pre-sales advisory Service as proposed in the technical offer (Annex II C).
- The remaining 15 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 and Italian and English language skills.

Table 1 – Technical and Qualitative aspects scoring			
Description		Min. Score	MAX. Score
<b>A - Qualification of the Company</b>		<b>2</b>	<b>5</b>
<b>A1</b>	DESCRIPTION OF THE COMPANY, EXISTING CONTRACTS, REFERENCES	<b>2</b>	<b>5</b>
<b>B - Qualification of the Maintenance service</b>		<b>5</b>	<b>10</b>
<b>B1</b>	Description and organization of the Maintenance service	<b>5</b>	<b>10</b>
<b>C - Qualification of the Second Level Technical Support Team</b>		<b>4</b>	<b>10</b>
<b>C1</b>	Technical competences and skills	<b>1,5</b>	<b>3</b>
<b>C2</b>	Previous professional experiences	<b>1,5</b>	<b>3</b>
<b>C3</b>	Academic training and certifications	<b>1</b>	<b>2</b>
<b>C4</b>	English Proficiency and Italian Proficiency (CEFR minimum level B1)		<b>2</b>
<b>D - Qualification of the Senior Support Team</b>		<b>4</b>	<b>10</b>
<b>D1</b>	Technical competences and skills	<b>1,5</b>	<b>3</b>
<b>D2</b>	Previous professional experiences	<b>1,5</b>	<b>3</b>

D3	Academic training and certifications	1	2
D4	English Proficiency and Italian Proficiency (CEFR minimum level B1)		2
<b>E - Network Operation and Control (NOC) Service</b>		<b>4</b>	<b>8</b>
E1	Degree to which proposals match the terms and conditions of the STS	2	4
E2	Qualified technical methodologies proposed, number of similar contracts over last years	2	4
<b>F - Off-hours Technical Support Service</b>		<b>4</b>	<b>8</b>
F1	Degree to which proposals match the terms and conditions of the STS	2	4
F2	Qualified technical persons proposed, number of similar contracts over last year	2	4
<b>G - Pre-sales advisory Service</b>			<b>4</b>
G1	Qualified technical persons proposed, technical competences and skills and previous professional experiences		2
G2	Academic training and certifications		2
<b>MINIMUM AND MAXIMUM TOTAL SCORE FOR CRITERIA A-G</b>		<b>23</b>	<b>55</b>
<b>H - Interview and Proficiency test of the Team</b>		<b>6</b>	<b>15</b>
H1	Interview of Second Level Technical Support Team	4	8
H2	Interview of Senior Support Team	2	7
<b>MINIMUM AND MAXIMUM TOTAL SCORE FOR CRITERIA A-H</b>		<b>29</b>	<b>70</b>

**Criteria A1, B1, C1-C3, D1-D3, E1-E2 and F1-F2 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 23/55 for the sum of key points assigned to parts **A (A1)**, **B (B1)**, **C (C1 – C3)**, **D (D1 – D3)**, **E (E1-E2)** and **F (F1-F2)**.

**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.

**Criteria H1 and H2 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 6/15, namely the sum of the minimum points for criteria **H1** and **H2**.

### 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 Criterion A		
Evaluation	Description	Coefficient
Excellent	Knowledge and/or experience are of a very high level, many existing similar contracts, very high references, providing added value with respect to the Contracting Authority's expectations.	1,00
Good	Knowledge and/or experience are of a high level, some existing similar contracts, high references.	0,75
Satisfactory	Knowledge and/or experience are of a satisfactory level, few existing contracts, good references.	0,50
Poor	Knowledge and/or experience are partially unsatisfactory, no existing contracts.	0,25
Unsatisfactory	Knowledge and/or experience are completely inadequate.	0,00

**Table 3** - The quality coefficients in table 3 will be applied for items **C1 – C3** in **Table 1**.

Table 3 - Quality coefficients for Criteria C1-C3		
Evaluation	Description	Coefficient
Excellent	Technical skills, 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	Technical skills, knowledge, certifications and previous experiences possessed are completely satisfactory	0,75
Satisfactory	Technical skills, knowledge, certifications and previous experiences held in line with the provisions of the STS	0,50
Poor	Technical skills, knowledge, certifications and previous experiences possessed partially unsatisfactory	0,25

Unsatisfactory	Technical skills, knowledge, certifications and previous experiences possessed largely unsatisfactory	0,00
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**Table 4 -** The quality coefficients in table 4 will be applied for items **B1 and D1-D3** in **Table 1**

Table 4 - Quality coefficients for Criteria B and D1-D3		
Evaluation	Description	Coefficient
Excellent	A well-structured proposal that is clear, precise and described in-depth, and describes how the Company will meet the requirements according to the STS and provide added value, over and above the Contracting Authority's requirements.	1,00
Good	A well-structured proposal that successfully describes in satisfactory detail how the Company will meet the requirements according to the STS	0,75
Satisfactory	Acceptable proposal, with minimal description and structure of how Company will meet the requirements	0,50
Poor	Mediocre report, lacking detail, structure or not adequately developed.	0,25
Unsatisfactory	Inadequate report, lacking details and structure	0,00

**Table 5 -** The quality coefficients in table 5 will be applied for item **E2** in **Table 1**.

Table 5 - Quality coefficient for Criterion E2		
Evaluation	Description	Coefficient
Excellent	Contractor has experience in three or more similar contracts over last year and can propose more than three employees that meet skill requirements	1,00
Good	Contractor has experience in two similar contracts over last year and can propose at least three employees that meet skill requirements	0,75
Satisfactory	Contractor has experience in one similar contract and can propose three employees that meet skill requirements	0,50
Poor	Contractor has experience in one similar contract and does not propose more than two employees that meet skill requirements	0,25
Unsatisfactory	The proposed candidates do not meet one or more minimum requirements.	0,00

**Table 6** - The quality coefficients in table 6 will be applied for items **C4** and **D4** in **Table 1**

Table 6 - Quality coefficients for Criteria C4 and D4		
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

**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 8**, the maximum sum of which (**P** parameter) is equal to **30**.

$$P = (P1+P2+P3+P4+P5+P6) = 30$$

Table 7		
	Description of the Service	MAX Points
P1	Maintenance Service	10
P2	Second Level Technical Support Service ON SITE (Standard operation - 8 hours a day)	9
P3	Senior Support Service Days of consultancies on demand - ON SITE or REMOTE	2
P4	Network Operation and Control (NOC) Service	4
P5	Off-hours Technical Support Service	4
P6	Pre-sales advisory Service	1

The maximum score achievable for **P1** for the price **P (10 points)** will be awarded to the Tenderer who offers the best price for the “**Maintenance 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:

$$P1 = 10 \times \frac{\text{Best price}}{\text{Price offered}}$$

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

The maximum score achievable for **P2** for the price **P (9 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:

$$P2 = 9 \times \frac{\text{Best price}}{\text{Price offered}}$$

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

The maximum score achievable for **P3** for the price **P (2 points)** will be awarded to the Tenderer who offers the best price for the “**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:

$$P3 = 2 \times \frac{\text{Best price}}{\text{Price offered}}$$

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

The maximum score achievable for **P4** for the price **P (4 points)** will be awarded to the Tenderer who offers the best price for the “**Network Operation and Control (NOC) 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:

$$P4 = 4 \times \frac{\text{Best price}}{\text{Price offered}}$$

where P4 = points (score) awarded to the offer.

The maximum score achievable for **P5** for the price **P (4 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:

$$P5 = 4 \times \frac{\text{Best price}}{\text{Price offered}}$$

where P5 = points (score) awarded to the offer.

The maximum score achievable for **P6** for the price **P (1points)** will be awarded to the Tenderer who offers the best price for the “**Pre-sales advisory 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:

$$P6 = \frac{\text{Best price}}{\text{Price offered}}$$

where P6 = points (score) awarded to the offer.

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

**Article 26. Site Inspection**

Under penalty of exclusion from the tender, interested companies are required to carry out an inspection visit to view the Institute's premises subject to the services requested in these STS, in the person of their Legal Representative or a person with a proxy conferred by said legal representative.

In accordance with the principle of fair and equal treatment and information, this inspection may only be carried out on the day of **1/12/2022** with an appointment fixed for 10.00am (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><https://www.eui.eu/About/Tenders>.

To this end, interested companies are invited to send the Information and Communication Technologies Service, using the email address : **ICTS.Tender5-22@EUI.eu** , by 12:00 (Italian Time) on the **28/11/2022**, the form "**Request for Inspection**" (**Annex II-I**) 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-I**) 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.

**TITLE VII – ADMINISTRATIVE INFORMATION****Article 27. Subcontracting and outsourcing**

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

Subcontracting **is not** allowed in accordance with the provisions of **Article II.7** of the **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.

**Title VIII - FINAL PROVISIONS****Article 28. 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 29. 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 30. 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 Service Contract, the ICT Service's Contract Manager shall be the Reference Person for the Service Contract. Among other tasks, the Reference Person shall:

1. act as contact person for all operational exchanges with the Company;
2. submit all requests for support and intervention whenever changes and/or new provisions are needed, throughout the duration of the Contract;
3. oversee the correct performance of the service and verify the results;
4. 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;
5. propose to the Responsible Officer, see **Article 29** above, the application of penalties and, if necessary, the termination of the Contract;
6. check all invoices issued by the Company, initialling them in approval.

#### **Article 31. 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. complete list of the names of all the staff members that the Contractor has proposed 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
2. copy of the personal employment record book for each staff member that the Contractor has proposed as member of the support teams (showing that they are on the payroll)

3. a signed copy of a **Non-Disclosure Agreement** for all the staff members that the Contractor has proposed as members of the support teams (see **Annex II-G\_Declaration of confidentiality\_NDA**)
4. a copy of the full criminal record of the legal representative of the successful tenderer and of each staff member that the Contractor has proposed as member of the support teams

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.

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 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 32. Final Provisions and Annexes**

This **Annex (Special Tender Specifications)** consist of **32 Articles**, and **44 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 **10 Annexes** (from **Annex II-A to Annex-J**):

#### **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 2023
- Annex II-G\_Declaration of Confidentiality\_NDA
- Annex II-H\_Overview Curriculum Form
- Annex II-I\_Request for Inspection
- Annex II-K\_NOC - IT services, included in the ITCs BC plan
- Annex II-J\_Equipment under maintenance

Signature of Legal Representative

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Company's Stamp

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