



INFORMATION AND COMMUNICATION TECHNOLOGY SERVICE

**Open Call for Tenders for the provision of an
Internet access service by means of LAN and Wi-Fi
networks at the guest quarters of the European
University Institute**

Ref: **OP/EUI/ICTS/2024/001**

YEAR 2024

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CHAPTER I – SCOPE AND DESCRIPTION OF THE PROCUREMENT PROCEDURE

Article 1. Definitions

‘candidate’ means an economic operator that has sought an invitation;

‘contract’ means a public contract awarded by the EUI for the procurement of services/supply;

‘EUI’ or ‘the Institute’ means the European University Institute, which is the contracting authority entrusting the services that are the subject of these tender specifications to the contractor;

‘contractor’ or ‘company’ means to the successful tenderer awarded with the contract;

‘economic operator’ can refer to a ‘work contractor’, ‘supplier’, or ‘service provider’ and means any natural or legal person or public entity or group of such persons and/or entities which offers the execution of works, the supply of products or the provision of services on the market;

‘joint tenders’ means a situation where a *tender* is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a *tenderer*¹;

‘subcontracting’ means the situation where the *contractor* enters into legal commitments with other *economic operators* which will perform part of the *contract* on its behalf. The *contractor* retains full liability towards the *EUI* for performance of the *contract* as a whole;

‘tender’ / ‘offer’ defines the terms upon which the supplier is willing to be bound, which normally include price, date of delivery, payment terms and a description of the services/supplies/works;

‘tenderer’ means an economic operator that has submitted a tender;

‘tender specifications (TS)’ means any documents describing the needs and requirements of the EUI for the purposes of the relevant tender.

Article 2. Contracting authority

This procurement procedure is launched and managed by the *EUI*, that is the contracting authority for the purposes of this procurement procedure, through the Information and Communication Technology Service (ICTS).

Article 3. Subject

Subject of the contract	The subject of this procurement procedure is the provision of an internet access service by means of LAN and Wi-Fi networks at the guest quarters of the European University Institute (EUI).
Lots	This procurement procedure is not divided into lots.
Type of contract	The procedure will result in the conclusion of a service <i>contract</i> . <i>Tenderers</i> need to take full account of the provisions of the draft <i>contract</i> as the latter will define and govern the contractual relationship to be established between the <i>EUI</i> and the <i>contractor</i> .

¹ References to tenderer or tenderers in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

Duration of the contract	The <i>contract</i> to be awarded shall have a duration of 5 years. The details of the initial <i>contract</i> duration and possible renewals are set out in Article I.2 of the draft <i>contract</i> .
Estimated value of the contract	The estimated value of the <i>contract</i> to be awarded for the whole duration of 5 years is € 295.000,00 (two hundred ninety-five thousand/00). The <i>EUI</i> may procure additional services from the <i>contractor</i> up to a maximum of 50% of the initial contract value.
Place of performance	The services will be undertaken at the <i>EUI</i> 's premises.

Article 4. Conditions for participation to tender

If you are interested in this *contract*, you should submit a *tender* in one of the official languages of the European Union (with preference for the use of English) provided you comply with the conditions for participation to tenders as set out in Article 3.4 of [President's Decision n. 76/2023](#) of 20 December 2023 implementing title V concerning procurement of the EUI's Financial Rules (Public Procurement Regulation), available for consultation at: <https://www.eui.eu/en/public/about/procurement/tenders-regulatory-framework>.

Article 5. Joint Tenders

In case of *joint tender*, all members of the group assume joint and several liability towards the *EUI* for the performance of the *contract* as a whole.

Group members must appoint a Group leader and a single point of contact authorised to act on their behalf in connection with the submission of the *tender* and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the *contract* signature.

The *joint tender* must clearly indicate the role and tasks of each member and of the Group leader who will act as the *EUI*'s contact point for the *contract*'s administrative or financial aspects and operational management. The Group leader will have full authority to bind the group and each of its members during *contract* execution. If the *joint tender* is successful, the *EUI* shall sign the *contract* with the Group leader, authorized by the other members to sign the *contract* on their behalf via power of attorney.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before *contract* signature) shall lead to rejection of the *tender* except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see Article 4) and is not in an exclusion situation, (see Article 13).

In any case the selection criteria must be still fulfilled by the group and the terms of the originally submitted *tender* may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the *tender* non-compliant with the *tender specifications*, and the evaluation of award criteria of the originally submitted *tender* may not be modified.

Article 6. Subcontracting

Subcontracting is not allowed for this procurement procedure.

CHAPTER II – TECHNICAL SPECIFICATIONS

Part I – Specific Characteristics of the Services

Article 7. Description of the Services

This tender's overall objective is to ensure the availability of Internet access to lessees of the guest quarters of the European University Institute.

To achieve this general objective, it is helpful to specify all the services required.

Article 7.1 Object of the Contract

The object of the present contract is the management of networking services in the apartments at Ponte alla Badia (PAB) and Pian del Mugnone (PDM). This shall include the replacement of all components of the infrastructure dedicated to providing the services currently installed and owned by the Institute. The company shall therefore provide a system *ex-novo* with the following features:

- 1) A rental service for all the active devices and passive components as well as the HW or SW licences which make up the Wi-Fi and LAN networks, both for the part to be installed inside the apartments themselves, and the star-centre/distribution hub part.
- 2) Internet access service (line and apparatus) using Fibre-To-The-Home (FTTH) technology, if available.
- 3) Proposing and implementing a plan for installation and migration from the old to the new infrastructure.
- 4) Applying and maintaining in operation the configurations needed to access the services and for the proper functioning of the network infrastructure which is the subject of this tender.
- 5) Installation service within individual apartments of the devices necessary to operate the system, plus the relevant wiring and power supply.
- 6) Technical Support Service for hardware. A technical support plan involving the removal and replacement of faulty equipment within the timeframes and in accordance with the procedures laid down in this contract for its entire duration.
- 7) Support Service for users (Contact Centre).
- 8) Service to remove new apparatus at the end of the Rental Agreement.
- 9) Service to dispose of existing apparatus (currently owned by the EUI) as described in

Article 7.10.

The operating lease shall have an expected duration of 60 months and refers to an initial number of apartments equal to 71.

Subsequently, there may be the possibility to supply similar services at the Institute's other guest quarters.

Article 7.2 Internet Access Service

Current configuration of the PAB apartments

The current infrastructure of the PAB apartments consists of 60 apartments, 47 of the simplex type (on one floor) and 13 of the duplex type (on two floors). Each apartment is connected by

means of a pair of monomode optical fibres to a technical room that houses the apparatus of the main distribution point. The technical room is provided with a 42-unit data cabinet and the necessary shafts to reach the ingress point of the telecommunications providers at street level.

The apartments are divided into the following models:

- **SIMPLEX APARTMENT** (47 apartments)
 - o The simplex-type apartments are characterized by the fact that they develop along a single floor. This type of apartment was prepared by installing a switch/access point inside a Gewiss GW40611 enclosure to provide connectivity with 4 Ethernet ports plus Wi-Fi coverage.
- **DUPLEX APARTMENT** (13 apartments)
 - o The duplex-type apartments are characterized by the fact that they develop over two floors. This type of apartment was prepared by installing a switch/access point inside a Gewiss GW40611 enclosure to provide connectivity with 4 Ethernet ports plus Wi-Fi coverage, and a second access point at the upper floor.

Current Configuration of PDM Apartments

The current infrastructure of the PDM apartments consists of 11 units, composed of 8 apartments categorized as B1, 2 apartments categorized as B2 and 1 apartment categorized as B3, all of which are single-story. Apartments of type B1 and B2 have an approximate area of 60 square meters each, while type B3 is around 100 square meters. Each apartment is equipped with an access point connected via an RJ45 cable to a switch with Power Over Ethernet, installed externally in the stairwell; one for each floor. The stairwell switches are connected through a pair of multimode optical fibers to a technical room housing the main distribution equipment. The technical room is equipped with a 6-unit wall-mounted data cabinet and the necessary conduits to reach the telecommunication service entry point facing the street.

Future configuration of the apartments

The company is required to replace the current PAB and PDM infrastructure, meaning the distribution apparatus and the switches/access points of the apartments, with new devices and architecture of its choice.

With a view to cost-cutting, the company may use the existing fibre-optic infrastructure to maintain the star network with a new distribution apparatus that collects all the links from the apartments and that connects the entire infrastructure directly to the Internet, thereby bypassing the Institute's network. Wherever the company wishes to provide a new connection infrastructure to replace the existing one this is permissible providing that it:

- 1) only uses the existing conduits and arrangements or builds new ones only with prior written consent from the contracting authority;
- 2) does not damage or change in any way the other existing installations and features;
- 3) provides the contracting authority with the links installed free of charge or restores the existing ones at the end of the contract related to this invitation to tender.

The new distribution apparatus must therefore offer availability of ports and interfaces to receive the optical fibres arriving from the various apartments and to connect them to a new Internet router with an adequate passband and a system that guarantees a sturdy and reliable link.

In realizing any new infrastructure, the company is required to adopt all the measures and technologies that ensure the greatest continuity of service possible (i.e. duplicated apparatus,

backup links, etc.), which shall be assessed in **Article 7.8 Elements of Enhancement** and shall be assigned a score in evaluating the tender.

Each apartment must be able to enjoy the following services:

- SIMPLEX APARTMENT B1, B2 and B3 (58 apartments)
 - o Complete Wi-Fi coverage
 - o Optional - 4 Ethernet ports
- DUPLEX APARTMENT (13 apartments)
 - o Complete Wi-Fi coverage on both floors
 - o Optional - 4 Ethernet ports

Regarding the PAB, the installation of the access device inside the apartment can take place in the Gewiss GW40611 box, to which the 4 Ethernet cables for wired connectivity are also connected.

As for the PDM, the installation of the access point inside the apartment can take place in the Gewiss box, to which the uplink cable provides both connectivity and Power over Ethernet (PoE) for the access points. Currently, there is no provision for LAN connectivity for this type of apartment.

If the company intends to propose different solutions, it must present the proposal in detail in response to question A1 in the Technical offer of this tender. Any further modifications to the infrastructure specified in the offer must strictly be subject to the written approval of the contracting authority.

The proposal of any distribution infrastructure or apparatus whose use would have an aesthetic impact on the existing structure is not recommended in principle.

The user must be able to connect to the Wi-Fi and LAN networks with a variety of devices such as Desktop PCs, laptops, smartphones, tablets, smart TVs, or game consoles: for this reason, it is desirable that the configuration to be carried out on the user's devices is as simple as possible.

In accordance with the legislation in force, authentication users with a username and password is not a requirement of this invitation to tender.

The company must provide remote support to users to resolve any connection problems which may arise, as better defined in **Article 7.6 Maintenance and Support Service**.

In addition, the company must guarantee and manage the data traffic control policies. Specifically, for each apartment, a minimum guaranteed bandwidth of 3Mbit/sec must be ensured, to allow tenants the use of HD video content.

From the point of view of the traffic, there should be no filters on the traffic originating from the apartments, i.e. there must be no filtering of TCP/UDP ports nor of navigable sites, unless they are adversely affecting the stability of the infrastructure and/or constitute a violation of the laws in force.

The company also undertakes to protect users' privacy in compliance with the laws in force and the Institute's privacy regulations, which are available at the following link:

[Decision of the President No. 10 of 18 February 2019 \(EUI Data Protection Policy\)](#)

The company undertakes not to carry out any activity to profile users, either from the point of view of their personal data or the data traffic generated by them. Finally, the company undertakes not to use these data for commercial purposes nor to disclose the above information, give it free of charge, or sell it, to third parties.

To assess the suitability of the technical offer submitted by the tenderer, the latter must include in its tender a specific document or chapter, or paragraph entitled "**Internet Access Services - New Infrastructure**" with a description of the services offered (see Article 15, point A of this TS).

The tenderer is required to specify in **Annex II B – Technical offer** the page numbers where the aforementioned information is addressed in its technical offer in order to allow a proper evaluation and allocation of the score (see **Table 1** of **Chapter III**). An incomplete drafting of **Annex II B** may lead to exclusion from the procedure.

Article 7.3 Compliance Requirements

The equipment supplied must be provided with certification marks recognized by all the countries of the European Union and must comply with the rules relating to electromagnetic compatibility.

The company must ensure that their equipment complies with the CEI regulations or other recognized international standards and, in general, with the applicable regulatory and technical laws governing the components and usage of equipment to ensure users' safety.

The equipment must be powered directly by the mains voltage currently supplied in Italy and conform to the standards laid down by the Italian legal system.

All products offered must observe the precise compliance requirements stated below. By way of example and not of limitation, the equipment supplied must comply with:

- Legislative Decree no. 81 of 9 April 2008, regarding health and safety in the workplace, and subsequent amendments;
- Directive 2011/65/EC, also known as "Restriction of Hazardous Substances" (RoHS), acknowledged by the Italian law with Legislative Decree no. 27 of 2014 and subsequent amendments;
- The safety (e.g. IMQ) and electromagnetic emission requirements (e.g. FCC) certified by recognized European bodies;
- The electromagnetic compatibility requirements laid down in Directive 2004/108/EC transposed by Italian legislation with Leg. Dec. 194/2007, and subsequent amendments, and consequently be CE marked and certified;
- The requirements of ergonomics established in EEC Directive 90/270 transposed by Italian law with Law no. 142 of 19 February 1992 and subsequent amendments.

All certification must be produced (also as self-certification) attesting to the existence of the aforesaid requirements for the equipment supplied.

Compliance with the environmental requirements referred to above of the present Tender Specifications ensures compliance with the basic technical specifications and contractual provisions indicated in the "minimum environmental criteria for purchases relating to the following category: electronic (electrical and electronic office equipment and associated consumables, telecommunications apparatus)" for IT, adopted with the Italian Ministerial Decree of 13 December 2013 (Official Gazette no. 13 of 17 January 2014) and downloadable from the site: <http://www.minambiente.it/pagina/i-criteri-ambientali-minimi>.

Article 7.4 Migration to the New Infrastructure

The company will be asked to propose and implement a plan that details the steps to migrate from the old infrastructure to the new one. In this they should illustrate the timeframe and the steps for the release of the new infrastructure, i.e. delivery times for the internet line, expected

dates of delivery and installation of hardware components, both for the distribution part and the one to be installed in the individual apartments (access needed), and any building work or additional electrical equipment to be agreed with the Institute's Real Estate and Facilities Service (REFS).

It will also be necessary to define with the EUI Reference Person for the contract the dates on which the installations will be carried out inside the apartments in order to warn users and minimize the impact caused by the renewal.

Again, in order to minimize the downtime due to the transition between the old management and the new, a period of coexistence for the two infrastructures is envisaged, at least at the level of the star-centre/distribution hub. Specifically, it will be necessary to foresee the coexistence of the two systems: even if for a limited period, a part of the apartments will be using the new infrastructure while the remaining ones will be served by the old system. Once the contract has been awarded, a DEFINITIVE timetable to perform the migration shall be agreed, countersigned by the parties.

As part of the migration plan, it will also be necessary to highlight the steps to remove and dispose of the old equipment, both as regards the star-centre/distribution hub and the part currently installed inside the apartments. The collection and disposal of old equipment must be recorded in a list containing Brand, Model, Serial Number and any additional EUI inventory numbers. These activities shall be the responsibility of the company, without any further onus on the contracting authority.

To assess the suitability of the technical offer submitted by the tenderer, the latter must include in its tender a specific document or chapter, or paragraph entitled "**Plan for Migration to the New Infrastructure**" with a description of the services offered (see Article 15, point A of this TS).

The tenderer is required to specify in **Annex II B – Technical offer** the page numbers where the aforementioned information is addressed in its technical offer in order to allow a proper evaluation and allocation of the score (see **Table 1** of **Chapter III**). An incomplete drafting of **Annex II B** may lead to exclusion from the procedure.

Article 7.5 Apartment Trials

Sample tests shall be performed once the migration of all apartments is complete, with installation of the new access equipment in accordance with the timeframes and procedures defined in the Migration Plan. Tests shall be performed to verify compliance with the requirements in **Article 7.2 Configuration of the Apartments**. The tests to be performed must be agreed upon with the Institute.

Article 7.6 Maintenance and Support Service

The company shall guarantee the full efficiency and functionality of all the products rented for the entire duration of the contract. By full efficiency and functionality is meant the performance the product offered at the time of the apartment trials (see **Article 7.5 Apartment Trials**). To this end, the company must provide a hardware maintenance service for the apparatus installed both in the apartments and in the star-centre enclosures, through on-site intervention aimed at ensuring the proper functioning of the systems and the restoration of these in the event of failures and malfunctions.

The company should perform preventive checks on-site both in the apartments and in the star-centre rooms on a half-yearly basis, notifying the contracting authority in advance of the date of these checks in order to organize the visit without causing inconvenience to the occupants.

The technical staff that intervenes during both the preventive controls and the operations following a failure shall be qualified and equipped with all the necessary equipment to access and operate on the apparatus. Whenever the presence of several people proves necessary to carry out these operations, it shall be the task of the company to provide them.

At the end of each maintenance intervention, a technical report shall be drawn up with details of the activities carried out, the time taken for the intervention, and the resolution of the fault, countersigned by an operator designated by the company and a representative of the contracting authority.

The company shall also be responsible for disposing of faulty material whether these are parts or entire pieces of apparatus, in compliance with all the regulations in force today and in the future with regard to the Disposal of Waste from Electrical and Electronic Equipment (WEEE) as described better in **Article 7.10 Service to Dispose of existing apparatus**.

Requests for maintenance or technical support can be made individually by the users of the apartments and/or by a representative of the contracting authority with a copy to the Housing Officer (EUI4U.Flats@eui.eu), or by the Housing Officer in person.

The eventual replacement and/or repair of defective components and the fixing of breakdowns shall be performed by the company with original parts and/or components, intending by original parts and/or components those guaranteed as new by the manufacturer and with the same level of inspection as the part or component to be replaced, or if unavailable, with a superior quality component. Replacement parts and/or components must be certified by the apparatus manufacturer.

The maintenance service must offer the skill and means for the resolution, within the predefined response times, of malfunctions that may occur in any of the components used: switches, routers, serial cables, cables for optic fibre or in copper, or of any type, in electrical components, electronic equipment, and in the operating systems of all the network equipment (LAN/WAN, wired or wireless) that make up the internet access infrastructure in the apartments forming the subject of this Technical Specifications.

In addition, the company shall equip itself with suitable instruments for the remote monitoring of all the apparatus in operation in order to react proactively to malfunctions and/or degradation in the performance of the access infrastructure. Access to this monitoring platform shall be shared with the EUI Reference Person for the contract and other representatives of the contracting authority so that they can see any faults.

The company must therefore make available to the contracting authority a Help Desk service for the reception and handling of calls relating to requests for information and technical assistance, and for equipment malfunction: this service must be active from 8am to 7pm from Monday to Friday.

The Help Desk must be able to communicate effectively in both Italian and English, both written and spoken, in order to make it the single point of access to support services for users and the contracting authority. To this end, the company shall provide an urban telephone number (at the cost of one unit for the telephone district of Florence) and an e-mail address to receive support requests, whether they are related to requests for information, procedures to connect to the network, or to advise of malfunctions.

Consequently, the Help Desk service must include:

- a) support to users for their first access,
- b) ensuring timely and effective communication with the tenants of the guest quarters,
- c) ensuring timely and effective communication with the contracting authority,
- d) arrangements to receive and record requests for an intervention,

- e) allocating the resolution of hardware problems to the support service,
- f) checking on the resolution processes activated, tracking their status, and verifying the results, communicating these to the users and the Contracting Authority,
- g) providing remote support to users for network connection problems.

Any request received shall be tasked to the company's Help Desk and kept under control by assigning an identifier (ticket number) and tracking the status until the problem has been completely resolved.

To unambiguously determine the parameters to detect the relative levels of service (Service Level Agreement - SLA) below are the specifications and maximum response time that should be guaranteed:

Response time: the time elapsing between the signalling of a malfunction by the contracting authority or the tenants, and the company's communication with a broad diagnosis and a forecast for the restoration of the service. **WITHIN 8 working hours.**

Recovery time: the time elapsing between the communication by the company of the broad diagnosis and a forecast for the restoration of the service and the actual restoration. **WITHIN 8 working hours (Next Business Day).**

The company shall make available for every contact with the Help Desk regarding a request for help and maintenance, the necessary data to identify the event and to verify the level of service provided with respect to the event itself. The number of contacts is estimated at around 200 per year, based on statistics collected. This estimate is provided with the aim of helping the tenderer to submit its technical and economic offers: it provides no guarantee of the volume of future contacts since this has been calculated based on variables whose future development is not foreseeable, nor does it represent any obligation for the Institute.

The company shall therefore provide detailed reports containing the following indicators of the service levels achieved.

For the Help Service:

- Waiting time for the Help Desk on the phone;
- Response time to requests via e-mail for assistance to users;
- Response time to requests for technical support/maintenance.

For the Maintenance Service:

- Resolution time for disruptions, failures, and malfunctions.

The company should send a report via e-mail to the contracting authority detailing the indicators of service levels every quarter from the signing of the contract.

Within 5 working days from the request of the contracting authority, the company shall make available and accessible to the contracting authority the database that these service level indicators were calculated on.

Messages sent via email to the user on the occasion of support requests and new activations, except for the disclosure of any user credentials, should always include the Housing Officer (EUI4U.Flats@eui.eu) in hidden copy, in such a way that the staff of the contracting authority can be kept up to date on the status of individual requests.

To assess the suitability of the technical offer submitted by the tenderer, the latter must include in its tender a specific document or chapter, or paragraph entitled **"Plan to Implement Maintenance and Support Services"** with a description of the services offered (see Article 15, point A of this TS).

The tenderer is required to specify in **Annex II B – Technical offer** the page numbers where the aforementioned information is addressed in its technical offer in order to allow a proper

evaluation and allocation of the score (see **Table 1** of **Chapter III**). An incomplete drafting of **Annex II B** may lead to exclusion from the procedure.

Article 7.7 Interruption of Service

Depending on the nature of the interruption, the company must behave as follows **as a minimum**:

a. Temporary interruption of service as a result of company staff strikes

Continuity of the service must be guaranteed even in the event of a strike by the company's staff.

If necessary, extraordinary organizational solutions may be agreed between the company and the contracting authority. In this circumstance, the company may not advance any claim, whether of an economic, organizational, or contractual nature.

b. Temporary interruption of service due to breakdowns

In the event of breakdowns in installations, equipment, and structures serious enough to interrupt the service, it shall be permitted to temporarily stop the standard activities and agree alternative organizational solutions with the contracting authority.

c. Total interruption of the service for reasons of force majeure

Total interruptions of service for reasons of force majeure shall not give rise to any liability for either party. For a detailed definition of what is meant by force majeure, please refer to **Article II.12** of the **Draft Contract**.

Article 7.8 Elements of Enhancement

Tenderers are required to submit, in their Technical offer, proposals to improve the service provided to users with particular reference to all the technical measures aimed at ensuring continuity of these services as far as possible.

An element of evaluation to assign the score shall therefore be the presentation of a detailed plan of the Elements of Enhancement based on analysis and planning of responses to incidents (*Incident Response Plan*) and continuity of services (*Business Continuity Plan*) capable of avoiding and/or responding promptly to any interruption of the services provided.

Given the nature of the services provided, the following points are analysed:

- Access infrastructure for the Internet LAN and Wi-Fi: duplication of the local infrastructure apparatus or use of the Cloud,
- Internet access services: availability of speed and guaranteed bandwidth higher than required,
- Internet access services: access duplicated to ensure the availability of the service, in the event of a fault, even if degraded,
- Maintenance and Support Service: availability of better SLAs.

Another Element of Enhancement for the offer is access to TV content in any possible form (IP TV, Digital Terrestrial, Satellite TV). The tenderer is requested to detail the proposed technology and content to be made available to the tenants of the guest quarters.

Furthermore, in order to maximise the satisfaction of the tenants of the guest quarters, the ability to deactivate the wireless signal during certain hours of the day or night will be given

consideration. It is up to the tenderer to choose the appropriate means to achieve such functionality, even by simply turning off the access point itself.

To assess the suitability of the technical offer submitted by the tenderer, the latter must include in its tender a specific document or chapter, or paragraph entitled "**Elements of Enhancement offered**" with a description of the services offered (see Article 15, point A of this TS).

The tenderer is required to specify in **Annex II B – Technical offer** the page numbers where the aforementioned information is addressed in its technical offer in order to allow a proper evaluation and allocation of the score (see **Table 1 of Chapter III**). An incomplete drafting of **Annex II B** may lead to exclusion from the procedure.

Article 7.9 Removal of the Apparatus at Contract End

All the equipment delivered within the scope of the present rental contract (the initial ones plus any others that may be requested later) should be removed when the Rental Agreement expires.

The activity to remove the equipment shall be planned by common agreement between the Service Supervisor (see **Article 7.11**) and the EUI Reference Person for the contract (see **Article 23**). This work shall be carried out within 30 days following expiry of the rental period, unless other arrangements have been made due to the takeover procedure of a new supplier.

The removal is the responsibility of the company under the supervision of the contracting authority: it shall include the definitive cancellation of information of any kind relating to users contained within the equipment, through the most suitable procedure available at the time of the removal.

To assess the suitability of the technical offer submitted by the tenderer, the latter must include in its tender a specific document or chapter, or paragraph entitled "**Plan for the Removal of Apparatus at Contract End**" with a description of the services offered (see Article 15, point A of this TS).

The tenderer is required to specify in **Annex II B – Technical offer** the page numbers where the aforementioned information is addressed in its technical offer in order to allow a proper evaluation and allocation of the score (see **Table 1 of Chapter III**). An incomplete drafting of **Annex II B** may lead to exclusion from the procedure.

Article 7.10 Service to Dispose of Existing Apparatus

The company must provide a service to dispose of existing apparatus, or remove used equipment owned by the EUI, for the purposes of the collection and treatment of WEEE (Waste Electrical and Electronic Equipment).

For each piece of apparatus to be replaced the disposal of existing hardware **may** be required.

For network appliances to be disposed of, the company shall be asked to draw up a list containing Brand, Model, Serial Number and any additional EUI inventory numbers. It shall be the responsibility of the Contract Supervisor to submit the complete list of the material disposed of to the EUI Reference Person for the contract.

With particular reference to the contents of Legislative Decree No. 152/2006, and subsequent amendments, and without prejudice to the respect of all the provisions concerning the activities of the removal of used equipment – WEEE – for its collection and treatment contained therein, the company undertakes to:

- 1) deliver to the administration of the EUI the form referred to in Art. 188, paragraph 3(B), of Legislative Decree No. 152/06 in the manner and terms laid down therein;

- 2) take the WEEE only to installations for disposal and recovery authorized pursuant to Articles 208 et seq. of Leg. Dec. 152/06 and successive amendments;
- 3) observe the provisions of Articles 217 et seq. of Leg. Dec. 152/06 as regards the management of packaging;
- 4) in addition, with reference to the activities of collecting, treating, recycling, and disposal of waste batteries and accumulators, the tenderer shall also undertake to comply with the provisions referred to in Legislative Decree No. 188/08 and subsequent amendments.

The company shall also exclusively bear every fee or expenditure relating to the removal and withdrawal of the used equipment.

The performance of the service must be designed solely to remove WEEE for their collection and treatment in accordance and in compliance with the provisions of Legislative Decree no. 49 of 14 March 2014 and subsequent ones.

The removal of the old apparatus shall take place after the delivery of the new equipment for a total number of units that is the same as those delivered. The plan for the removal shall therefore follow the delivery plan and shall be defined in detail after the awarding of the contract. A DEFINITIVE timetable shall be agreed, countersigned by the parties.

To assess the suitability of the technical offer submitted by the tenderer, the latter must include in its tender a specific document or chapter, or paragraph entitled "**Plan for the disposal of existing apparatus**" with a description of the services offered (see Article 15, point A of this TS).

The tenderer is required to specify in **Annex II B – Technical offer** the page numbers where the aforementioned information is addressed in its technical offer. **However, the EUI points out that this part of the technical offer shall not be evaluated and no score shall be assigned to it.**

Article 7.11 Service Supervisor

The company must appoint a Supervisor who shall be tasked with constantly managing the requested service, and whose name and relevant contact details (mobile phone number and email address) must be communicated to the Institute **in writing** upon signing the contract.

It is essential that the practitioner chosen is an employee of the company, has a professional qualification suitable to perform this function, previous experience in similar roles, and a good knowledge of English.

The official appointment of the Supervisor is a preliminary condition for signing the contract, and the profile proposed for this role must be approved in writing by the Institute's representative.

The Supervisor must check and ensure that the service is carried out in accordance with this invitation to tender, including attachments, and with the contents of the tenderer's bid. He or she shall ensure that the staff involved in the supply respect the functions and duties established.

The Service Supervisor shall be a single contact person for the whole of the contract and must ensure constant communication with the Institute's Offices to check that the service is being properly performed.

Communications and any complaints of infringement made by the EUI to the Service Supervisor designated by the company shall be understood as made directly to the contractor.

In the event of the Supervisor's absence or inability (e.g., vacation, illness, etc.), the company must arrange for their replacement, subject to the written approval of the Institute's representative. The replacement should have a profile similar to that of the Supervisor. The company must communicate the full name, mobile phone number, email address, and the period of substitution for approval.

The Service Supervisor is required to communicate information relating to the activities carried out, any problems encountered, and the possible resolutions only and exclusively to the Responsible Officer and to the Reference Person for the Contract of the Institute (**Article 19** of the Technical Specifications).

The tasks of the Service Supervisor shall include, merely by way of example but not limited to:

- being the point of contact for the contracting authority during the operations of installation, configuration, and removal of the apparatus, both for the distribution hub and the access points inside the apartments;
- agreeing with the contracting authority the timeframe and procedures for replacing the apparatus currently installed with new versions;
- ensuring respect for the contents of **Article 7.4 "Migration to the New Infrastructure"** and possible additions/improvements detailed in "**Plan for Migration to the New Infrastructure**" offered by the tenderer;
- ensuring respect for the contents of **Article 7.10 "Service to Dispose of Existing Apparatus"** and possible additions/improvements detailed in the "**Plan for the Disposal of Existing Apparatus**" offered by the tenderer;
- taking care of relations with the contracting authority;
- ensuring respect for the contents of **Article 7.6 "Maintenance and Support Service"** and any additions/improvements detailed in "**Plan to Implement Maintenance and Support Services**" offered by the tenderer;
- being the point of contact for the contracting authority during operations of replacement and/or repair of faulty or malfunctioning equipment;
- ensuring respect for the contents of **Article 7.9 "Removal of Apparatus at Contract End"** and any additions/improvements detailed in the "**Plan to Remove the Apparatus at Contract End**" offered by the tenderer;
- managing complaints from the contracting authority for inefficiencies.

Part II - General Information

Article 8. Sites for the Carrying out of the Service

The sites for the carrying out of the service which is the subject of the present procedure are as follows:

- **Ponte alla Badia Apartments**, Via Faentina 386 - 50133 Florence (FI)
- **Pian di Mugnone Apartments**, Via Faentina 94b - 50014 Fiesole (FI)

Article 9. Costs and Obligations to be borne by the contractor

The company shall assume full responsibility for the provision of the service which is the subject of the present procedure.

Article 10. Patents and Copyright

The EUI shall not assume any responsibility in the case where the company uses, in the execution of the contract, devices and/or technical solutions for which others have obtained the patent.

The company shall assume the obligation to indemnify the Institute from all claims and responsibilities, including any losses and damage alleged by any person, as well as all the expenses as a result of any claim of infringement of copyright.

Each party undertakes to give immediate notice to the other of any claim, action, or dispute from third parties as per the preceding paragraph, of which it becomes aware.

The company must comply with the provisions of the [Directive n.2009/24/EC](#) and subsequent ones concerning the legal protection of software.

Article 11. Breaches, Non-compliance and Penalties

Except for cases in which the law specifies different penalties, the EUI reserves the right to uphold the terms and conditions of these TS by applying, in addition to the extraordinary expenses incurred for ensuring the regularity and functionality of its activity, the penalties envisaged in this Article.

Application of the penalty is governed by **Article I.10** of the **Draft Contract**.

1. In the event of a second negative outcome in the "**Apartment Trials**" (see **Article 7.5**), the Company shall be subject to payment of a penalty equal to **€2.500**;
2. In the event of a delayed or irregular start of delivery, with respect to the times agreed in the *DEFINITIVE timetable to perform the migration* signed by the parties (see **Article 7.6**), the company shall be subject to payment of a penalty equal to **€500** for each day of delay;
3. In the event of delayed or irregular start-up for the disposal of existing apparatus with respect to the times agreed in the *DEFINITIVE timetable* countersigned by the Parties (see **Article 7.10**), the company shall be subject to payment of a penalty equal to **€500** for each day of delay;
4. In the event of a delayed "Response Time" (more than the **8 working hours** laid down in **Article 7.6**), the company shall be subject to payment of a penalty equal to **€25** for each working hour of delay;
5. In the event of a delayed "Recovery Time" (greater than the **Next Business Day** laid down in **Article 7.6**), the company shall be subject to payment of a penalty equal to **€200** for each day of delay;
6. In the event of a failure or delay in communication by the Service Supervisor to the EUI Reference Person for the contract of information concerning activities and problems encountered during the performance of the contract, the Company shall be subject to payment of a penalty equal to **€100** for each anomaly detected;
7. In the event of failure to replace the Service Supervisor, due to leave, sickness, etc. (see **Article 7.11**), the company shall be subject to payment of a penalty equal to **€200** for each day of absence.

Any causes of force majeure which delay the carrying out of activities regulated by this Technical Specifications must be notified by the company via registered letter with proof of receipt to the Information and Communication Technology Service of the European University Institute, Via dei Roccettini 9, San Domenico di Fiesole (FI), 50014 Italy, and in advance via

email to the EUI Reference Person for the contract, and also proven, under penalty of forfeiture of any right to invoke them.

Article 12. Site inspection

Under penalty of exclusion from the procurement procedure, interested *economic operators* are required to carry out a site inspection to view the EUI's premises subject to the services requested in these TS, to be performed by 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 transparency, the **site inspection can only be carried out on 08/03/2024 at 10.00** (Italian time) at **Badia Fiesolana, Via dei Roccettini, 9 - 50014 San Domenico (FI)**. For the above-mentioned reasons, **no other site inspection will be allowed after such date and time**. Any changes to the date that may become necessary will be promptly posted on the EUI website at the following address: <https://www.eui.eu/en/public/about/procurement/tenders-portal>.

To this end, interested *economic operators* are invited to **send to the Information, Communication and Technology Service**, using the email address: ICTS.Procurement@EUI.eu, by **15.00** (Italian time) on **05/03/2024**, the form **“Request for site inspection” (Annex II D) 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 site inspection” (Annex II D) must be delivered by the legal representative or by the person delegated to the EUI officer in charge who will accompany him/her on the day of the site inspection.

CHAPTER III – EVALUATION AND AWARD CRITERIA

The evaluation of the *tenders* that comply with the submission conditions will consist of the following elements:

- Check if the *tenderer* has access to procurement (see Article 4);
- Verification of administrative compliance (if the *tender* is drawn up in one of the official EU languages and signed by duly authorised legal representative(-s) of the *tenderer*);
- Verification of non-exclusion of *tenderers* on the basis of the exclusion criteria;
- Selection of *tenderers* on the basis of selection criteria;
- Verification of compliance with the minimum requirements defined in the tender specifications;
- Evaluation of *tenders* on the basis of the award criteria.

The *EUI* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the *tender* will be rejected and will not be subjected to further full evaluation. The unsuccessful *tenderers* will be informed of the ground for rejection without being given feedback on the non-assessed content of their *tenders*. Only *tenderer(s)* for whom the verification of all elements did not reveal grounds for rejection can be awarded the *contract*.

The evaluation will be based on the information and evidence contained in the *tenders* and, if applicable, on additional information and evidence provided at the request of the *EUI* during the procedure. If any of the declarations or information provided proves to be false, the *EUI* may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

For the purposes of the evaluation related to exclusion and selection criteria the *EUI* may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

Article 13. Exclusion criteria

The *tenderer* must not be in one of the exclusion situations listed below:

- a. is 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. has 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. is 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 *EUI* or those of the country where the contract is to be performed. This breach needs to have been established by a judgment 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 *EUI*;
- d. has 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 *EUI*'s financial interests;
- e. has been in serious breach of a contract financed by the *EUI* 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. is subject to an administrative penalty for being guilty of grave professional misconduct, or of 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 *EUI*'s budget (Article 41 of the *EUI*'s Public Procurement Regulation (President's Decision n.76/2023 of 20th December 2023)).

In addition to the above, *contracts* cannot be awarded to a *tenderer* who, during the procurement procedure, is proven to be:

- g. subject to a conflict of interest in connection with the *contract* which cannot be effectively remedied by other less intrusive measures;
- h. guilty of misrepresentation in supplying the information required by the *EUI* as a condition of participation in the *contract* procedure or fail to supply this information.

Evidence requested:

The *tenderer* must certify that it is not in one of the exclusion situations by providing in the *tender* a signed and dated Declaration on Honour available in Annex II A. In case of a consortium/*joint tender*, such declaration on honour should be included in the offer for each member of the *joint tender*/consortium.

In addition, the successful *tenderer* shall provide, within 15 days following notification of award and preceding the signature of the *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 of the legal representative of the *economic operator* that submitted the *tender* 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 the paragraph 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.

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

In the event that the successful *tenderer* does not promptly execute the fulfilment of the above, fails to present all documentation requested or does not provide proof of possession of all requirements declared in the *tender*, as well as if any checks reveal failure of compliance with the declarations submitted during the tendering period, the *EUI* reserves the right to declare a compliance failure and to award the procedure to the following *tenderer* in the list or to launch a new procurement procedure.

Article 14. Selection criteria

General requirements:

The *tenderer* must have the following minimum requirements to perform the *contract*:

- a) being compliant with obligations relating to the payment of social security contributions for workers, according to the current legislation, and application of employment conditions envisaged in the sector's national collective labour agreement;
- b) being compliant with the current labour laws and regulations;
- c) being compliant with the current health and safety laws and regulations;
- d) being compliant with the current environmental laws and regulations;

Economic and financial capacity:

- e) being in a stable financial position (financial viability) → possession of 1 (one) bank references issued by major banks or authorised dated after the invitation to the present invitation letter, in which it is shown that the *economic operator* has always met its commitments with regularity and punctuality and to be in possession of the economic and financial capacity to perform the services forming the subject of the *tender*;
- f) having generated, with regard to the provision of the type of service requested in this call for tender, a minimum annual turnover in the last 3 (three) financial years for which accounts have been closed (2020-2021-2022) of at least €100.000,00 (one hundred thousand/00);
- g) providing the financial statements the last three years for which accounts have been closed (2020-2021-2022);
- h) having a professional risk indemnity insurance of at least €1.000.000,00 (one million/00).

Technical and professional requirements:

- i) being authorised to perform the *contract* under national law, as evidenced indicatively by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, or entry in the value added tax (hereinafter ‘VAT’) register;
- j) providing a list of the principal services provided and/or supplies delivered in the past 3 (three) years (2021-2022-2023) with the sums, duration and if recipients are public or private;
- k) possessing **ISO 9001:2015** certification or equivalent;

❖ **Evidence to be submitted with the tender as part of Envelope n.1 – Administrative Documents (please, for more details on the submission process, see point 3 of the letter of invitation to tender):**

- a signed and dated Declaration on Honour available in Annex II A;
- 1 (one) bank reference;
- a document attesting that the *tenderer* has generated, with regard to the provision of the type of service requested in this call for tender, a minimum annual turnover of at least €100.000,00 (one hundred thousand/00) in the last 3 (three) financial years for which accounts have been closed (2020-2021-2022);
- the financial statements of the last three years for which accounts have been closed (2020-2021-2022);
- a copy of the professional risk indemnity insurance of at least €1.000.000,00 (one million/00);
- evidence that the *tenderer* is included in a trade or professional register and entry in the value added tax register;
- a list of the principal services provided and/or supplies delivered by the *tenderer* in the past 3 (three) years (2021-2022-2023) with the sums, duration and if recipients are public or private;
- a copy of **ISO 9001:2015** certification or equivalent.

In the case of a Temporary Group of Companies (joint tender) and/or consortium, the above-mentioned requirements from (a) to (d) and (e) and (i) must be possessed by each one of the members making up the grouping and/or consortium.

The *EUI* reserves the right to perform sample checks in order to verify the accuracy of the statements submitted by *tenderers*.

Tenderers that are not compliant with the applicable minimum requirements shall be rejected.

Article 15. Award criteria

Only the *tenders* submitted by *tenderers* meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price. The *contract* shall be awarded according to the “**most economically advantageous tender**” criterion following the assessment of the best quality/price ratio made by the competent evaluation committee which will assign a score to each *tender* to a maximum of 100 points, based on the following parameters:

MAXIMUM SCORE	
Technical and quality evaluation (Q)	60/100

Financial evaluation (price) (P)	40/100
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The tenders's total score **T** shall be made up of the sum of its technical and quality score **Q** and its financial score **P**:

$$\text{Total Score } T = \text{technical and quality evaluation } Q + \text{financial evaluation } P$$

The *tenderer* obtaining the highest overall score shall be awarded with the *contract*.

Wherever the evaluation parameter is solely an objective parameter, the score will be calculated in proportion to the degree to which the tender equals the minimum level required.

In cases where the parameter is also subject to a comparative analysis among all the tenders submitted, the Committee shall assign a score at its own discretion, providing motivations for its evaluation.

A - Allocation of points for technical and quality evaluation criteria

L'offerta tecnica presentata dall'offerente deve trattare nel dettaglio i seguenti argomenti:

- **"Internet Access Services - New Infrastructure"** with a description of the services offered (see Article 7.2 TS);
- **"Plan for Migration to the New Infrastructure"** with a description of the services offered (see Article 7.4 TS);
- **"Plan to Implement Maintenance and Support Services"** with a description of the services offered (see Article 7.6 TS);
- **"Elements of Enhancement offered"** with a description of the services offered (see Article 7.8 TS);
- **"Plan for the Removal of Apparatus at Contract End"** with a description of the services offered (see Article 7.9 TS)

In evaluating the methodological, technical and qualitative aspects (Q) of the service, the Committee shall use the scores shown in **Table 1**, where the highest achievable score is **60**.

For each item from **A1** to **D5**, the Evaluation Committee shall assign at its own discretion a score anywhere between 0 and the highest score shown in the Table, on the basis of the tender's compliance with the specifications in these TS. In detail, on the basis of the tender's compliance with the specifications in these TS, for each methodological, technical and qualitative aspect the score will be calculated by assigning a quality coefficient, as indicated in **Table 2**, to the maximum score.

TABLE 1 - Scores for Methodological, Technical and Qualitative Aspects		
	DESCRIPTION	MAXIMUM SCORE
A	<i>Internet access service</i>	
A1	Internet access services: methodologies, tools, processes, dimensioning criteria, and types of resources used to create the infrastructure for internet access	22
B	<i>Migration Plan</i>	
B1	Migration Plan: methodologies, tools, and processes to implement the new infrastructure for internet access	6
B2	Service to dispose of existing apparatus: methodologies, tools, processes for the implementation of the new infrastructure for access to the internet	3
C	<i>Maintenance and Support Service</i>	

C1	Maintenance and Support Service: methodologies, tools, processes and dimensioning criteria of resources and personnel employed	6
C2	Service Supervisor: methodologies, tools, processes and dimensioning criteria of resources and personnel employed	4
D	<i>Elements of Enhancement</i>	
D1	Access infrastructure for the Internet LAN and Wi-Fi: Local redundancy of the infrastructure apparatus or use of the Cloud	3
D2	Internet access Services: Availability of speed and guaranteed bandwidth higher than required	3
D3	Internet access services: access duplicated to ensure the availability of the service in the event of a fault, even if degraded	3
D4	Maintenance and Support Service: availability of better SLAs	3
D5	Access to TV content (IP TV, digital terrestrial, satellite TV)	3
D6	Possibility to turn the wireless signal on and off	2
E	<i>Removal of the Apparatus at Contract End</i>	
E1	Plan for the Removal of the Apparatus at Contract End: methodologies, tools, and processes for implementation of the new infrastructure for internet access	2

To reach the minimum threshold for technical admissibility, each offer:

- must obtain a score corresponding to at least half the maximum score indicated for items A1 to C2;
- must obtain, moreover, a minimum total score of 35/60 for all items from A1 to E1.

Only tenders that meet the two conditions specified above for the technical and quality side shall be evaluated for the financial side.

In the case of award, the entire technical offer shall complete the tender specifications and shall form part of the contract.

It should be noted that the coefficients of quality will be attributed on the basis as set out in Table II:

TABLE 2 - Coefficients for Methodological, Technical, and Quality Aspects		
EVALUATION	DESCRIPTION	COEFFICIENT
Excellent	Well-structured project developing clearly, precisely and thoroughly the topic requested, and bringing added value with respect to the Contracting Authority's expectations.	1,00
Good	Good project that adequately develops the topic without going particularly in-depth.	0,75
Satisfactory	Acceptable project but not very structured, limited to applying what is foreseen in the STS.	0,50
Mediocre	Mediocre project not sufficiently developed.	0,25
Unsatisfactory	Project that is vague, lacking and inadequate.	0,00

B - Allocation of points for financial evaluation criteria

The maximum points available for the price (P), 40 points, shall be assigned to the *tender* proposing the best price.

The other *tenders* shall be given scores (rounded to two decimal places, if necessary) proportional to the ratio between the best price offered and that offered by each *tenderer*.

$P = 40 \times \frac{\text{Best price offered}}{\text{Price offered}}$
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The price considered for evaluation will be the total price of the *tender*, covering all the requirements set out in these *tender specifications*.

The *tenderer* shall submit a financial *offer* using the form Annex II C.

CHAPTER IV - FINAL PROVISIONS

Article 16. Requirements for the awarding of the contract

The award of the contract shall become definitive only as a result of passing the practical demonstration of the contents of the offer by the tenderer who has obtained the best score in its assessment.

As regards the compatibility of the proposed technical solution with the existing infrastructure or the replacement of it, the Company shall be asked to confirm the contents of its Technical offer. Specifically, the company is required to install and configure everything necessary to equip a pilot apartment to pass all the tests to verify that what is being proposed in the tender is true, as prescribed by these technical specifications.

The tests that shall be carried out are those described in **Article 7.5 Apartment Trials**, in this invitation to tender. Should this demonstration not be deemed in conformity with the declarations made in the invitation to tender, the contracting authority reserves the right to submit to the same verification the tenderer that follows in the ranking, or to launch a new procedure, while charging the defaulting tenderer for every greater expenditure incurred by the Institute.

Article 17. Requirements for the signature of the contract

The successful tenderer, within the date to be communicated by the EUI, must submit the following documents before the signature of the contract:

- a copy of the full criminal record of the legal representative of the successful tenderer;

Please note that should the successful tenderer fail to submit the documents outlined above in due time or, upon testing, is found not to be in compliance with the declarations submitted in the tender, the EUI reserves the right to award the contract to the following tenderer in the ranking or to launch a new call for tender.

Article 18. Requirements after the signature of the contract: transition plan

Within **6 (six) months** from the signature of the contract, the company shall provide a detailed plan describing how it intends to manage the transition process, once the contract expires,

with the handover of service activities from the company to the contracting authority or to a new contractor. This plan shall include instructions for transfer of knowledge, especially the documentation relating to the entire infrastructure and procedures. This plan shall be updated every six months.

Article 19. Contract management

For the *EUI*, the responsible person for the *contract* management is the following:

- the Director of the Information and Communication Technology Service.

For the *EUI*, the reference person for the *contract* management is the following:

- the Network Manager of the European University Institute.

Article 20. List of tender documents

The tender documents of the present procurement procedure are composed of the draft contract, the invitation letter, these *tender specifications* - TS (Annex I) and the contractor's *tender* (Annex II), including the following annexes:

- Annex II A – Declaration on honour;
- Annex II B – Technical *offer*;
- Annex II C – Financial *offer*;
- Annex II D – Request for site inspection.