



REAL ESTATE AND FACILITIES SERVICE

**OP/EUI/REFS/2015/003**

**OPEN CALL FOR TENDERS FOR THE PROVISION OF ON-SITE AUDIO  
VISUAL TECHNICAL ASSISTANCE FOR THE CONFERENCE AND SEMINAR  
ACTIVITIES ORGANIZED BY THE EUI, INCLUDING THE PURCHASE OR  
RENTAL OF THE RELATED TECHNICAL EQUIPMENT AND MACHINERY.**

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**YEAR 2015**

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## CHAPTER I – GENERAL CONDIZIONS

### 1. Presentation of the European University Institute

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

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

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

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

### 2. Definitions

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

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

### 3. Object of the tender

The Institute is launching this procurement procedure in order to enter into a service contract with the Company that is awarded with the tender. The object of the contract is the provision of On-Site audio visual technical assistance for the conference and seminar activities organized by the EUI. The above-mentioned activities, for which the assistance is requested, will take place in several conference and seminar rooms deployed in the various seats of the Institute, as better described at article 8 of the present Tender Specifications. The contract also envisages, upon request of the Contracting Authority, the supply, by purchase or rental, of the technical equipment or machinery necessary for supporting all the events that might be held, any day, at the same time in several seats of the EUI.

Considering the rapid development of technology and multimedia devices, the Contractor shall guarantee, during the period of execution of the contract, the constant update of hardware and software systems of the devices owned by the Institute and of those offered by the Company. The minimum requirements and the description of the multimedia devices used by the Institute are indicated in Chapter II of this Tender Specifications.

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

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

#### **4. Duration**

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

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

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

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

The estimated value of the tender for a total period of 5 (five) years, including the cost of the On-Site technician, is €650.000,00 (six hundred and fifty thousand/00) VAT excluded.

The presumed amount of the tender has been calculated on the basis of the average annual cost of services of the same type, namely On-Site audio visual technical assistance, which is the main subject of the tender, and the related technical equipment supplies, borne by the EUI over the last five years (2010 – 2014).

According to the results of the statistics commissioned by the EUI on the most used services in the audio-visual field from 2010 to 2014, the yearly cost of the On-Site personnel and that of the technical assistance provided by third parties for special events weigh more than 50% on the total estimated value of the tender. Therefore, the present call for tender is to be considered about services, although a smaller part of it is about supplies and rentals.

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

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

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

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

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

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

*Signature of the Legal Representative*

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

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

The Contractor commits himself to take out a liability insurance against risks and damages relating to the implementation of the Contract whose value is not lower than € 1.500.000,00 (one million and five hundred thousand/00) and that is valid for all the duration of the execution of the service. As an alternative, the Company can prove to be already in possess of a liability insurance of the same type. It is agreed that the existence of such liability insurance and, therefore, its validity and efficacy is essential. In case the Contractor is not able to prove the afore-mentioned insurance coverage, the Contract shall be terminated automatically and the Contracting authority shall have the right to keep the performance guarantee submitted by the Company, without prejudice to compensation.

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

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

## **CHAPTER II – DESCRIPTION OF SERVICES REQUESTED**

### **8. On-Site audio visual technical assistance**

The Contractor shall guarantee that the On-Site audio visual technician will provide assistance from 8am until 1pm and from 2pm until 5pm during on the working days of the Institute (see annex D). The On-Site technician may be requested to work on different days and schedules than those foreseen in the official EUI calendar.

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

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

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

*Signature of the Legal Representative*

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

The Institute makes available to the staff provided by the Contractor an office, equipped with personal computer and telephone, at Badia Fiesolana. However, it is essential that the On-Site technician is provided with a smartphone, so that he can always check its email address and access to the EUI Events digital platform, and with a motor vehicle, of its own or owned by the Contractor, allowing him/her to give and supply assistance, including the transportation of any essential equipment, to any of the following EUI seats endowed with conference rooms:

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

*Teatro - Sala del Capitolo – Refettorio – Emeroteca - Sala della Colonna - Sala Rossa -Sale seminario 2, 3 e 4 – MWP Common room - Sala Seminario Villa Paola -SPS Meeting room -P.C.R. -Sala corsi Biblioteca*

- **Villa la Pagliaiuola**, Via delle Palazzine, 17/19 - 50014 San Domenico di Fiesole (FI)

*Sala seminario*

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

*Sala seminario*

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

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

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

*Meeting room Villa Raimondi -Room 2 -Room 3*

- **Villa San Paolo**, Via della Piazzola, 43 - 50133 Firenze

*Sale seminario 1 - Sala Seminario 2 -Sala Padri*

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

*Sala seminario*

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

*Sala Conferenze - Sale A e B - Sala seminario*

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

*5 Seminar Rooms - Manica Meeting Room - Archivi Storici EU reading room*

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

*Training room*

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

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

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

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

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

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

The On-Site technician is required to check the scheduled events daily and, following the requests made by users – who must respect the procedures and times regulated by an in-house policy – to promptly perform all the activities needed to organise and set up the equipment for an event, and to verify that everything is in working order.

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

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

- ✓ Communicate with users and the Institute's Representative by telephone and email.
- ✓ Instruct the various porter assistants on how to use basic multimedia equipment provided in the seminar and conference rooms in order to allow them to programme their use independently and, if needed, provide first assistance to users in case of difficulty.
- ✓ Offer assistance when the equipment provided in the rooms fails to work and, if needed, coordinate the intervention of an external technician as provided for by Article 12. When it is not possible to restore the equipment to its working order by the day following the request for intervention, the technician will order and install a similar machine to the one under repair.
- ✓ Carry out maintenance on all the technical equipment provided by the Contracting Authority, including technical updates.
- ✓ Carry out maintenance of the Video Information System provided by the Contracting Authority, including technical updates.

*Signature of the Legal Representative*

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- ✓ Under the supervision of the ICT Service of the Institute, carry out updates on portable computers provided in the various conference/seminar rooms and check that they are in working order.
- ✓ Uninstall, dismantle and rearrange all the equipment and components (including cables) of one or any number of rooms when the equipment is repurposed or moved to another location.
- ✓ Should external technicians need to be called in, make an assessment and request a quote for the machines that need to be added to the existing equipment.
- ✓ When the Contracting Authority requests it, draft a monthly report of activities with a task breakdown for each, including the place, date and starting time, date and finishing time, and detailed description of the activities performed. When the Contracting Authority requests it, the Contractor must be capable of issuing statistics divided according to the type of paying services provided that are not included in the call for tender.
- ✓ Periodically inform the Contracting Authority (with suggestions, demonstrations, etc.) of any updates, improvements and novelties on the market to add to the audio-visual department of the Institute in light of the constant technological advances made in this sector.

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

## **8.2. Skills and qualifications of the On-Site personnel**

The On-Site technician will have the following professional profile:

- specific knowledge of the management and functioning of audio and video equipment provided inside the Institute, with particular attention to the use of BOSCH-DCN digital equipment for simultaneous interpretation and systems supporting computer video-projectors, sound, video and audio-conference equipment;
- basic technical knowledge of initial maintenance interventions on multimedia equipment provided by the Contracting authority (replacing light-bulbs, cleaning filters, etc.)
- ability to organise video-conferences and audio-conferences autonomously following the instructions provided by the ICT Service of the Institute and if needed, by a third party, and when requested, using Skype for Business and Zoom;
- ability to manage the video information system in use at the Institute;
- ability to organise streaming services autonomously and familiarity with various online video channel providers (e.g. YouTube);
- detailed knowledge of the IT sector, both regarding hardware (managing and configuring external devices such as scanners, printers, removable memory, etc.) and software (maintenance of operative systems, knowledge of most commonly used programs for multimedia management of congress activities);
- ability to carry out video post-production with the equipment provided by the Company in “home”, consisting of transforming optimised (MOV) files for internet use and basic copy-paste editing at the beginning and end of videos;

- good knowledge of spoken and written English will enable the technician to communicate with the international community at the Institute;
- at least five years of experience specific to this sector;

In addition, it is also a requirement that the supervisory technician is proactive, has good organisational skills and knowledge of problem solving techniques, and is able to communicate and entertain good relations with a diverse international community.

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

In order to properly assess the skills of candidate On-Site technician and his/her back-up, the Company must provide an updated resume for each candidate, in addition to professional certificates and any other item that may prove useful for the assessment.

These documents, alongside the technical offer form (Annex E), will constitute the threshold for determining whether the essential technical requirements subsist (see Article 17 - A).

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

### **8.4. Staff training**

In order 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.

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

At least five days before the implementation of the contract begins, the Contractor shall provide the Contracting Authority with the following documentation relating to all the staff members that it plans to employ in providing the service:

- A complete list of the names of all the staff members that the Contracting Authority has selected for the role of On-Site technician and of "Backup" staff, including for each person the place and date of birth, the professional qualification and all information on the employee's insurance and social security standing;
- a copy of the extract of the Employee Register relating to every staff member who will be involved in the service that is the object of this tender (in Italy, Libro Unico del Lavoro or LUL);
- a copy of the personal employment record book of each of the employees;
- disclosure from the Prosecutor's Office and the Criminal Records Bureau showing that no charges are pending against the employee;
- a copy of the D.M. 10 form – Receipt for the UNIEMENS form (monthly report to INPS, Italian Social Security agency);

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- type of contract with the company (i.e. employee, employer-coordinated freelance work, etc.).

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

In order to guarantee the service continuity, it is necessary for the Contractor to appoint a “Backup” staff to ensure proper replacement of the On-Site technician in case of absence due to holidays or illness. The Contractor shall also make sure that the “Backup” staff is properly instructed on the type of assistance he/she is required to provide at the EUI.

Should the On-Site technician be replaced with a person who differs from his/her usual “Backup” staff, the Contractor shall inform the Contracting Authority, which reserves the right to interview the proposed replacement before granting its approval.

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

While he/she is at work providing the service, the On-Site technician shall display an ID badge and any other means of identification required; he/she shall be fully informed as to the rules governing the implementation of the Contract and be fully aware of the specific features of the premises where he/she is expected to provide his/her services.

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

The Contractor is further liable for the personal safety of its employees: it shall provide members of its staff with all necessary information and training, and shall hold the Contracting Authority harmless, exempting the Institute from any liability or consequence of any accident that may occur during the performance of the services that are the object of this tender.

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

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

Should the Contracting Authority ask for it, the Contractor shall submit all necessary documentation proving that the treatment – in terms of salary conditions and social security contributions – of its

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

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 2015 calendar is included in Annex D.

The Contractor shall ensure that services are correctly provided under all circumstances, with the sole exception of circumstances of force majeure (see Article II.11 Annex G – Draft Contract).

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

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

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

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

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

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

The Institute, in view of improving its conference and seminar rooms, has scheduled the purchase of new devices throughout the duration of the contract, in addition to the existing technical equipment and/or machinery needed for regular maintenance.

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

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

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

The supply includes the following paying services:

- installation and basic training of personnel on how to use the technical equipment.
- where needed, configuring machinery so that it will work with the Contracting Authority's infrastructure.

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

### **11. Performance of the service**

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

Under special circumstances, e.g. in the eventuality that the material cannot be adequately fitted or that obstacles arise to prevent it from fully functioning, the Contracting Authority may decide to suspend the instalment and to temporarily store the goods in dedicated rooms, and may subsequently decide for work to be resumed as soon as the reasons for interrupting it no longer subsist.

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

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

When the Contracting Authority requests it, the Contractor must be available for set-up and tests at times other than those of delivery.

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

### **12. Warranty and maintenance procedures**

The Contractor must ensure that the equipment provided is fully operational and subsequently offer free assistance and maintenance services for a minimum of 24 months (that is to say for the longest period shown in the offer) starting from “Supply regularity” as described above in Article 10.

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

- corrective maintenance, consisting of repairing any breakdown that should occur and carrying out the appropriate tests and checks that will become necessary after moving the equipment to other rooms.

Corrective interventions will be carried out via email by the personnel in charge, at the addresses indicated by the Company during the call for tender.

- the successful tenderer will carry out changes and technical improvements free of charge, and will arrange these services in order to make the equipment more reliable.

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

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

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

The Contractor must ensure that all spare parts are available for a period of time of at least five years starting from the day that the installation is approved. Spare part supply in the period following the expiry of the contract will be carried out at the prices on the Company's price list at the time of delivery.

### **13. Reports**

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

- Type
- Quantity
- Cost
- Cost center
- Equipment/machinery used

### **14. Penalties**

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

- for any failure of the On-Site technician to set up the rooms (for daily events), except for cases of force majeure or ascribable to the Contracting Authority, a penalty of EUR 100 (one hundred/00) will be imposed;

*Signature of the Legal Representative*

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- if, over the course of a month, over five services are found lacking, as well as the sanctions imposed for each breach, an additional penalty of EUR 400 (four hundred/00) will be imposed;
- if, over the course of a month, over 10 services are found lacking, without prejudice to the penalties already imposed, the Contracting Authority may proceed to terminate the contract with all the consequences that the dissolution implies;
- for events with a quote (managed by external technicians), for every 15 minutes of delay on the agreed schedule, a penalty corresponding to 25% of the cost of the service will be imposed;
- for events with a quote (managed by external technicians), for every failure in providing a service, a penalty corresponding to five times the cost of the requested service will be imposed;
- in case of late delivery, instalment or fitting of ordered material, except for cases of force majeure or ascribable to the Contracting Authority, a penalty of EUR 200 (two hundred/00) will be imposed on the Company per each working day of delay.

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

The request and/or payment of penalties does not in any case exempt the Contractor from fulfilling the obligations that it has failed to provide.

## **CHAPTER III – EXCLUSION, SELECTION AND AWARDING CRITERIA**

### **15. Exclusion criteria**

Shall be excluded from participating in the present call for tenders, any tenderer that:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning 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 its 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 it is 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 Italy being the country of establishment of the Institute;
- 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

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or any other illegal activity, where such illegal activity is detrimental to the Institute's financial interests;

- e) has been in serious breach of a contract financed by the Institute or has 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 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. 44/2014 of 5 December 2014));
- g) has a conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest, including conflicting professional interests; at present or occurred over the past 5 years;

Tenderers must prove that they are not in any of the above situations.

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

The Contracting Authority will accept, as satisfactory proof that the tenderer is not in any of the situations described above, a formal signed Declaration on Honour concerning exclusion criteria, as in Annex C.

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

## **16. Selection criteria**

To be eligible for the tender procedure, companies must possess all the following requirements.

Companies in default in even one of the requirements listed below will be excluded from the procedure.

**General requirements**

- a) Enrolment in the Chamber of Commerce, Industry, Arts and Crafts Registry of Companies (CIAA), or in an equivalent registry in the country where the Company has its official and legal headquarters, registered as practising business activities in the field that is the object of this tender procedure, or at least a field that is consistent with the object of the tender;
- b) Anti-mafia certificate; Whether the successful tenderer has its registered office in Italy, the Institute reserves the right to request the competent Prefecture to issue the related Anti-mafia certificate;
- c) To be in compliance with the provisions aimed at legalizing the position of undeclared employees (Individual legalization plans - Piani Individuali di Emersione);
- d) To be 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 to apply the employment conditions envisaged in the sector's national collective labour agreement;
- e) To be in compliance with the labour regulations applicable to people with disabilities;
- f) To undertake, in the event it is awarded the tender, to provide any and all required documentation in order to prove that it is fully up-to-date in its payment of social security and insurance contributions (e.g., through a DURC certificate), in compliance with existing legislation;



- g) Declaration confirming that it has taken note of all general, particular and local circumstances, barring none, and of all other elements which may directly or indirectly influence the performance of the service, or the calculation that has led to the Offer submitted with its bid; and that this Offer is profitable, and that the Company undertakes to hold said Offer valid and binding for one-hundred-and-eighty (180) days, starting from the deadline for submission of its bid;

**Technical, economic and financial requirements:**

- h) To be in possession of two (2) bank references from 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 Tender Specifications, proving that the Tenderer has always met its obligations punctually and regularly, and that Tenderer possesses the economic and financial capacity to perform the services that are the object of this tender;
- i) Having realized for the last three years (2012/2013/2014) a total turnover no lower than €1.300.000,00 (one million three hundred thousand/00) VAT excluded;
- j) To have performed, over the past three years (2012-2013-2014), similar services to that object of this tender. The tenderer is required, for the main services performed in that period, to provide the object of the related tender, the total amount, the duration and the name of the contracting authority (public or private). Please, attach copies of the certificates of due performance released by the aforementioned contracting authorities.
- k) to be in possession of or to have initiated the procedure to obtain the following certifications or equivalent qualifications (do not attach the certificates, indicate the name of the certifying body and the certificate registration data pertaining to the qualification obtained, or information necessary to verify and evaluate any equivalent qualifications):
- i. Sistemi di gestione della qualità ISO 9001:2008;
  - ii. OPZIONALE: Responsabilità Sociale SA 8000:2008.

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

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

**17. Awarding criteria**

Only the Offers that respect the criteria indicated at Article 15 and meet all the requirements listed in Article 16 above 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 40/60) will be eligible for the final stage, the economic evaluation.

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

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

The total score (Points) assigned to the offer is made up of the sum of its economic evaluation points plus its technical evaluation points:

$P \text{ offer} = P \text{ economic evaluation} + P \text{ technical evaluation}$
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The tenderer whose offer obtains the highest final score is the tenderer who will be awarded the contract.

**A - ASSIGNING POINTS FOR TECHNICAL, METHODOLOGICAL AND ORGANIZATIONAL ASPECTS OF THE SERVICE**

The assignment of the technical score shall be made through a comparative analysis of all the submitted tenders. The maximum score (60 points) shall be given to the best tender, while an inversely proportional score shall be given to the other tenders.

	TABLE I - EVALUATION	MAXIMUM SCORE
<b>A1</b>	ORGANIZATIONAL SYSTEM OF THE SERVICE	<b>45</b>
	The maximum score of 45 points shall be given as it follows: <b>Personal profile of the On-Site technician and his "Backup"</b> <b>Organization of the service</b> <b>Management of absences and emergencies</b> <b>Reporting activity</b>	25 10 5 5
<b>A2</b>	METHODOLOGY OF SELF-CONTROL OF THE QUALITY OF THE SERVICE	<b>10</b>
	The score shall be assigned according to point 4 of the technical offer	
<b>A3</b>	IMPROVEMENT OF THE SERVICE	<b>5</b>
	The score shall be assigned according to point 7 of the technical offer	

The minimum threshold for technical admissibility is 35/60. Tenderers who do not reach that threshold will not be put through to the next stage: in other words, their economic Offer will not be evaluated.

Once the tender is awarded, the technical Offer of the winning bid becomes an integral part of the Contract together with these Tender specifications.

Quality coefficients will be assigned in accordance with the definitions contained in Table II.

TABLE II		
EVALUATION	JUDGMENT	COEFFICIENT
Excellent	Well-structured project that develops the requested project in a clear, precise and in-depth manner, adding additional value in respect to the expectations of the Institute.	1,00
Good	Suitable project that develops the topic with no particular insights.	0,75
Adequate	Acceptable design but poorly structured with limited application to the provisions of the Tender specifications.	0,50
Poor	Mediocre project that is under-developed.	0,25
Inadequate	Insufficient project that is generic and inadequate.	0,00

**B - AWARDING OF POINTS IN RELATION TO PRICE OFFERED**

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

The other companies will be awarded different scores (rounded off to the second decimal figure, if necessary) calculated in proportion to the ratio between the best price and the price offered by each tenderer.

The following formula will be applied:

$P = 40 \times \frac{\text{Minimum price}}{\text{Price offered}}$
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P = points (score) awarded to the offer, that shall be given as it follows:

- **On-Site personnel (Max 15 points)**
- **Audio-visual assistance provided by a company different from the contractor (Max 8 points)**
- **Video shooting service (Max 5 points)**
- **Live broadcasting service (streaming) (Max 4 points)**
- **Monthly rate for the rental of videoprojectors (Max 8 points)**

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

**18. Obligations after being awarded the tender**

In order for the definitive award of the tender to enter into force, the successful Company must submit the following, within the date established by the Contracting Authority:

1. a performance bond equal to 10% of the estimated contract value based on its own economic Offer; the performance bond shall be issued as a guarantee of the Company fully performing all obligations relating to the contract, and deriving from it, and shall be raised according to the method described in Article I.4.2 of the Draft Contract (Annex G);

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2. certified true copies of all certificates presented as documentation for the tender procedure.

If the Company that is awarded the tender does not comply in a timely fashion with the above obligations, or does not submit all the documentation requested, or does not provide evidence of the prerequisites it declared on its honour to be in possession of, or if such evidence is not considered in conformity with the declarations included in the tender documentation, the Contracting Authority reserves the right to withdraw its award, and to award the tender instead to the company having achieved the next highest score, or to launch a new tender procedure, holding the defaulting Company liable for any increase in cost the Contracting Authority may incur as a consequence. Under these circumstances, the Contracting Authority shall take possession of the defaulting Company's bid bond and shall also apply any further penalty envisaged by the existing legislation.

If, on the other hand, the above-listed verification activities are all performed in a satisfactory manner, the Company will effectively be awarded the tender and will be formally invited to sign.

### **19. On-Site Inspection**

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

In accordance with the principle of fair and equal treatment and information, the inspection will be carried out on 28th August 2015 during a meeting scheduled for 10.00 (CET) at the Badia Fiesolana, via dei Roccettini 9, San Domenico di Fiesole. For the reasons mentioned above no other visit will be allowed after this date and time. Any changes to the date will promptly be posted on the Institute's website <http://www.eui.eu/About/Tenders/Index.aspx>

To this end, bidders are invited to send the inspection request form "Request for inspection" (Annex H) and a copy of any proxy documents to the Real Estate and Facilities Service by 12.00 (CET) of 27th August 2015 via mail at [inforefs@eui.eu](mailto:inforefs@eui.eu). The original copy must be handed to the Institute's Representative who will accompany them on the day of the inspection.

## **CHAPTER IV – FINAL PROVISIONS**

### **20. General information**

All aspects of the tender procedure shall be performed in compliance with the Institute's internal regulations, and especially in accordance with High Council's Decision No.2/2013 laying down the EUI's regulatory and financial provisions, and with the President's Decision No.44/2014, all of which are available on the EUI's website: <http://www.eui.eu/About/Tenders/Index.aspx>.

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

The rules governing the future relationship between the Contracting Authority and the Contractor that is awarded the tender, including payment terms, processing of personal data, dispute settlement methods, both in the tender procedure and in the implementation and performance of the contract, are all contained in the Draft Contract in Annex G.

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

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

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

## 22. Reference person of the contract

In order to ensure that the contract is performed satisfactorily and to guarantee a correct contractual relationship with the Company that is awarded the contract, the Director of Real Estate and Facilities Service shall appoint a member of his staff as Reference person for the contract. Among other tasks, the Reference person shall:

- act as contact person for all operational and practical exchanges with the Contractor;
- follow up and act on requests for interventions in cases when it becomes necessary to introduce changes and/or new provisions, during the implementation of the contract;
- oversee the correct performance of the service and verify the results;
- where necessary, and on the basis of serious and proven motives, demand that a member of the Contractor's staff be removed from the premises and replaced, providing justification for the request;
- propose to the Director of Real Estate and Facilities Service the application of penalties and, if necessary, the termination of the contract;

## 23. Final provisions and annexes

These Special Tender Specifications consist of 23 articles, cover 21 pages plus 10 Annexes, each and every one of them being an integral part of these Special Tender Specifications; by signing these STS, the Company is also formally expressing its approval and acceptance of the Annexes as well.

### Annexes:

- A. Checklist
- B. Self-Certification
- C. Declaration on honour
- D. Calendar of EUI Holidays - 2015
- E. Technical offer
- F. Economic offer
- G. Draft contract
- H. Inspection request
- J. Description of EUI Conference and Seminar Rooms
- K. Sales catalogue for additional services

Signature of Legal Representative

Company' stamp

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*Signature of the Legal Representative*

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