



European
University
Institute

INFORMATION
AND
COMMUNICATION
TECHNOLOGY
SERVICE

**Open Call for Tenders for the Supply of Managed Print Services on
the Premises of the European University Institute**

SPECIAL TENDER SPECIFICATIONS

Ref: ***CFT-EUI-ICTS-2016-001***

YEAR 2016

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid.

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CHAPTER I – GENERAL CONDITIONS

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. It was 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 1,000 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.

2. Definitions

“Contracting Authority”, “Institute” and “Client” shall mean the European University Institute (EUI), which will be awarding the contract for the supply of the services that are the object of these Special Tender Specifications (STS) to the successful Company.

“Company” shall mean the Company that is awarded the contract through the tender procedure, for the supply of the services that are the object of these STS.

“Competitor”, “Candidate” and “Tenderer” shall mean any company that submits an Offer through the tender procedure.

“Service” shall mean the object of this tender procedure.

“Service in Charge of the tender procedure” shall mean the EUI's Information and Communication Technology Service (ICT Service).

“Multifunction” shall mean devices that function as printers, copiers, scanners and faxes, intended for both high and low output volume. “High volume” shall mean devices located in a public space, i.e. available for use by a high number of users. “Low volume” shall mean devices installed in an office, for use only by the persons working in that office.

3. Object of this Tender Procedure

The Institute is launching this tender procedure in order to enter into a contract with the Company that is awarded the tender. The contract shall be for the implementation and management of integrated print services, capable of being rescaled and updated, guaranteeing the production of agreed volumes of printing/copying/scanning/faxing, provided for all EUI members and visitors.

The object of the tender is, therefore, the overall management of document output produced by the EUI administrative and academic units located in all the premises as listed in [Article 7](#).

The detailed description of document output is contained in **Annexes H and I** of these STS. The description

provided is to be considered merely an indication of the probable volume, to be used by tenderers in the elaboration of their bids; it shall not in any way be binding on the Institute.

The Institute reserves the right to demand -- at any time during the validity of the contract -- amendments to output volumes of printing/copying/scanning/faxing and changes in the location and/or number of multifunction printers provided. The services that are the object of this procedure shall be provided on the present and future premises of the Contracting Authority (the list of current EUI premises is to be found in [Article 7](#)).

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

4. Information on the Contract

Type of contract	<p>The service contract that will be entered into at the conclusion of this tender procedure shall be based on the Draft Contract in Annex O, supplemented by these STS and all annexes, the Invitation to Tender Letter and the Offer submitted by the Company as its tender, including all the annexed documentation.</p> <p>Any comment and/or request for clarification as to the meaning and/or interpretation of the Draft Contract must be clearly formulated, explaining the motive for the query, and submitted before the deadline given in Article 21. Should the Institute not receive any query or request for clarification within the deadline, the content of the Draft Contract shall be implicitly considered fully accepted.</p>
Duration	<p>60 (sixty) consecutive months, starting from the date the contract is signed, except for the terms laid out in the termination clauses (see Article II.14 in the Draft Contract in Annex O).</p>
Presumed amount of tender	<p>The presumed amount of the tender is €265,000 (two hundred sixty-five thousand) per annum, excluding VAT, for a total amount of €1,325,000 (one million three hundred twenty-five thousand) for the 5 (five) years of overall duration of the contract.</p> <p>The amount was established on the basis of the services requested and the mean annual volume of copies and mono/colour printing produced in the five-year period 2011/2015.</p> <p>This estimate shall be taken into consideration only in order to establish the presumed amount of the tender, since it has been calculated based on variables whose future developments cannot be accurately predicted. It shall not therefore be taken as a guarantee of the future contract's volume, nor shall it in any way be binding on the Institute.</p> <p>The amount of the tender includes all those services envisaged in these STS and in the documentation submitted by the Company in its bid, including any improvements the Company's Offer may have proposed, as well as any other direct or indirect cost that may be incurred in the satisfactory provision of said services.</p>

5. Legal Obligations to be Borne by the Company

The Company shall comply with all obligations towards its employees, as envisaged in the legal requirements and provisions relating to labour laws, including all measures pertaining to health and safety, as well as regulations on social security and accident prevention, fully accepting to bear all costs related to such obligations.

If so requested by the Contracting Authority, the Company shall be ready at any moment to provide clear proof of having fully complied with such obligations.

CHAPTER II – DESCRIPTION OF SERVICES REQUESTED

Part I – Specific Characteristics of the Services

6. Description of Services

6.1. Object of the Service

The object of this tender procedure is the day-to-day management of the printing/copying/scanning/fax services on the premises of the Institute, and specifically:

- 1) Installation and maintenance of the multifunction devices, whose minimum requirements are described in **Annex J** and which are needed in order to provide the print volume required by the EUI;
- 2) Installation and maintenance of the IT infrastructure (hardware e software) needed to support the services of printing, copying, scanning, incoming/outgoing faxes. The type of infrastructure proposed for the management of this activity shall be described in the Offer, as well as the number and technical features of the devices and where they will be positioned. Tenderers shall refer to the ground-plans of the premises in **Annex G2** in drawing up their work-plan. The Institute reserves the right to assess the adequacy of the devices proposed and of their positioning;
- 3) Installation, operation and maintenance of management and accounting software compatible with all major open source and other systems, such as Microsoft Windows, Apple Mac OS X and iOS, Linux and Android, ensuring:
 - a) that the Institute can implement policies aimed at reducing printing costs (in particular, the possibility of blocking print-runs above a certain number of copies);
 - b) that safety, privacy and transparency are guaranteed:
 - i) in the case of high volume devices (i.e. typically located in public spaces): the system will function only for authorized users; it will provide prints only once the user has logged in on the device; it will send scans only in the name of the user who has logged in;
 - ii) in the case of low volume devices (i.e. typically accessible only to a limited number of users): the system will deliver prints only to authorized users, but those users will not need to log in (in other words, prints will be produced instantly); in the case of scans or faxes, however, the system must envisage a method whereby the user is identified;
 - c) management of access groups: specific devices shall be assigned to a single restricted Active Directory group of users;
 - d) “follow to print”: when printing is not immediate, the user shall be able to print by logging in on any device accessible to her/his category of users;
 - e) Remote monitoring of devices, to check status and/or alerts, notifying by email error messages or the need to replace consumables (especially toner);
 - f) **IMPROVEMENT FEATURE: user-customized multifunction dashboard according to the profile of the user: the various functions offered by the device can be customized for specific Active Directory user groups (for ex., one authorized user may be shown a different array of folders from other users in a scan-to-folder procedure, or a specific group of recipients in a scan-to-email procedure).**
- 4) supply of all consumables needed for the functioning of devices (excluding paper);
- 5) training of users to ensure correct use of devices, to be provided essentially at the beginning of each EUI academic year, focussing especially on first-year researchers;
- 6) continuous and systematic support for all users to ensure that the service is used correctly;
- 7) technical assistance and daily support as outlined under [paragraph 6.6](#).

There are, in addition, a small number of Institute-owned local printers (see Annex H6) for which the Company is asked to take charge of the ordinary maintenance (supplying drivers, replacing consumables—excluding paper, removing paper jams, handling calls for repair with the manufacturer). These printers are not included in the page-counting system.

The proposed solution shall ensure:

- that printing processes can be rationalized, so as to reduce their current costs and make the entire process of document reproduction more effective and more efficient;
- that the number of “desk” and/or “personal” printing devices can be reduced in favour of multifunction printers for public use and/or shared by a limited number of preferential users (such as Heads of Departments and Services, professors, the President, the Secretary General);
- that the number of “desk” fax machines and their dedicated phone lines can be reduced;
- that existing multifunction fax machines and their dedicated phone lines can be eliminated.

In view of this aim, the Company that is awarded the tender shall bear in mind the distribution of all the EUI’s administrative and academic units, as well as preferential users, in order to identify the best ratio of number, type and distribution of devices to be installed in relation to both the print volumes that need to be guaranteed and the user typology.

The Company shall plan for a number and a distribution of high volume multifunction devices that is at least equivalent to the current number and distribution of printing devices.

Nevertheless, since a reallocation of the administrative and academic units is currently being planned, the distribution and the number of devices may need to be changed during the lifetime of the contract. In the event, the new solution provided shall guarantee the same service quality level.

The solution proposed shall enable every member of the EUI to print from every computer connected to the Institute’s network, from portable computers using the EUI WiFi and from mobile devices such as smartphones, tablets, etc.

The solution shall be efficient, solid and capable of providing a high quality service for the entire duration of the contract.

Tenderers shall estimate the amount for an overall solution capable of ensuring the annual output of a minimum number of copies and/or prints equal to 4,000,000 in b/w and 400,000 in colour, and shall express this amount in cost per copy for each of the two types.

In the event that the output is greater than the above estimate, the cost per copy shall be invoiced at a price that is no higher than the amount quoted, and in any case for a total that shall not exceed 50% of the value of the contract.

In the event of changes requested to the infrastructure supplied, and if such an evolution does not go beyond a 10% increase in the number of devices originally supplied, the cost per copy shall not increase with respect to the cost per copy in the original Offer.

IMPROVEMENT FEATURE: Tenderers shall allow for a rebate on an annual basis for copies not produced and/or for the reallocation of copies not produced to the following year. In case of rebate, the Tenderer shall clearly indicate the value per unused copy that will be discounted.

To enable tenderers to elaborate their Offers, a list is provided of all copies and prints produced during the years 2014 and 15 by all the Institute’s administrative and academic units (**Annexes H**), as well as the list and distribution layout of existing printing devices (**Annex G1**).

The economic Offer submitted shall further include the following:

- installation (delivery to the actual room and floor, final positioning) of all the equipment supplied by the Company, including transport at the beginning of the contract period and/or as a result of changes in positioning of devices;
- removal and transport of all the equipment and software supplied by the Company at the end of the contract¹;
- presence of support staff for technical assistance ([paragraph 6.6](#));
- call-out fee, costs for labour, spare parts and consumables (except paper);
- removal of waste materials (toner, fuser roller, packaging, etc.);
- disposal of waste and residual materials in compliance with existing legislation.

The Company shall supply and manage all items related to services requested in the following [paragraphs 6.1.1, 6.1.2, 6.1.3, 6.1.4, 6.1.5 and 6.1.6](#) including installation as well as preventive, ordinary and extraordinary maintenance of:

- Server
- Software
- Licences
- Multifunction printers, related cables and wiring
- Authentication, accounting and payment systems
- Consumables (except paper)

as well as the **training of users** and any other requirement that may be needed in order to guarantee that the system can function daily and efficiently, including in the event of **future developments** that may take place during the lifetime of the contract.

For the entire duration of the contract the EUI shall provide:

- Space to implement the solution;
- Electricity to execute the solution;
- Premises for the technical on-site support service and to store consumables and spare parts;
- A phone extension;
- Access to the network and to electricity for all devices needed;
- Access to all premises for the on-site technical support service.

6.1.1. Copy/print service operated under a quota system

The Company shall ensure individuals or user groups access the service via an authentication process operated under a print quota system. The Company shall manage accesses and print quotas based on the policies established by the EUI's ICT Service (for ex., assigning access rights and quotas to new arrivals, cancellation of quotas assigned to users leaving the Institute, etc.) through their technical on-site support service, as per [paragraph 6.6](#).

¹ In no case is it foreseen that the Institute should buy out the equipment installed by the Company.

6.1.2. Scan-to-email and scan-to-folder

The Company shall ensure access to this service via authentication. The solution shall provide for scanning to both a common area and personal folders. The Company shall manage accesses through their technical on-site support service, as per [paragraph 6.6.](#)

6.1.3. OCR service

The Company shall ensure access to service via authentication, ensuring support for English, Italian, French, Spanish and German language versions, providing destination files in Excel, Word, and editable PDF.

6.1.4. Incoming/outgoing fax service

The Company shall provide a centralized fax server solution that is integrated with the operating system of the Institute's clients (for ex., virtual printer to send and mailbox to receive, or integrated with MS Outlook).

6.1.5. Copy/print service operating with prepaid cards

The Company shall arrange for prepaid cards that external visitors can collect through an automatic prepaid card distributor, thereby enabling visitors to copy/print on at least one device located in each of the Institute's buildings.

Visitors possessing a prepaid card shall thus be able to make copies by inserting their card into the printer, and the device will deduct the cost of copies made from the card's credit.

In the case of prints, the user shall identify and select the documents to be printed on the printing device's screen; the device's card reader will then deduct the amount from the user's prepaid card before printing.

Alternatively, Tenderers may describe a different accounting and user-friendly system that would enable EUI visitors, i.e. persons not possessing an EUI badge, to pay for prints and copies, ensuring that this can be done in each of the EUI's buildings (for ex., through a print-to-email service, or similar).

6.1.6. Plotter printing service

The Company shall provide a plotter for printing high-quality floor plans. The plotter shall have the minimum features specified in **Annex J**.

As in the case of the multifunction printers, the Company shall be entirely responsible for the installation, and subsequent removal at the end of the contract, configuration, ordinary and extraordinary maintenance of the plotter, as well as for the supply of related consumables excluding paper. In view of the sporadic and specific use of the plotter by a single administrative unit and a restricted group of users, remote monitoring, access management, and page-counting for this device will be optional, that is, not obligatory.

6.2. Execution of the Service

In order to guarantee that its service provision begins correctly, the Company shall install, within **30 (thirty) days** from the day the tender is awarded, the solutions it has proposed in its Offer, including the related

hardware and software infrastructure, designed to meet the needs of all the EUI's units and services. The installation shall be carried out according to a schedule agreed upon with the EUI's ICT Service, and in particular, **the multifunction devices must be delivered and installed imperatively during the Institute's summer closure from 1 to 21 August 2016.**

The Company shall submit to the EUI's ICT Service the list of equipment installed within a maximum of **30 (thirty) days** from installation, giving exact information on:

- brand and model of all items of equipment installed;
- date and place of installation;
- no. of copies per minute;
- accessories included;
- instructions for use.

Unless the models provided include improvements on these STS, the EUI's ICT Service reserves the unappealable right to reject installed equipment that is not in conformity with the equipment described in the Tenderer's Offer; any rejected equipment shall be withdrawn and replaced within **15 (fifteen) days** by models complying with the descriptions contained in the Offer. In the event of non-conformity, the penalties envisaged in [Article 10](#) below shall be applied.

Within **30 (thirty) days** from expiry of the contract, unless different agreements have been reached with the Institute, the Company shall arrange at its own expense to have all equipment removed from EUI premises; all the above equipment remains the property of the Company, with no exception.

6.3. Minimum Requirements for Equipment

The multifunction devices shall be digital, highly reliable, new and straight from the manufacturer in every single component, and therefore not regenerated. They must also belong to a product line that is still in production and for which no end of production date has been announced. Every item of equipment must be accompanied by its user's manual and by technical documentation, and must satisfy every minimum technical requirement, as described in **Annex J** and below.

All devices must be supplied directly from the mains, using the Italian voltage grid; they must possess standard "CE" marking, be in full conformity with EC Directive 95/2002 and with all regulations on Electromagnetic Compatibility; they must have been produced by ISO 9001:2008 (Quality Management system) and ISO 14001:2004 (Environmental Management system) certified companies.

The Company shall guarantee that every item of each device is in conformity with existing laws and regulations on components and user instructions ensuring user safety.

Each printer system shall be accompanied by a product Safety Data Sheet giving information on:

- ozone emissions;
- particle emissions;
- cadmium, hexavalent chromium, mercury and lead emissions;
- heat emissions;
- noise level.

All multifunction devices shall include the following functions and/or characteristic features:

- paper weight ranging from 72 to 84 gsm;

- paper formats A4 and A3;
- copies in b/w and colour;
- printing in b/w and colour;
- printing from computers under Windows, Mac and Linux on cabled local area network or from wireless, as well as from mobile Windows, Apple and Android devices on the Institute's wireless network;
- on both sides of the paper (duplex);
- OCR;
- fax;
- choice of paper format as an option on the device's print/copy command menu;
- manual input of paper (bypass);
- scanning options as b/w, grey scale and colour;
- scan-to-folder with 600dpi minimum quality;
- scan-to-email with 200dpi minimum quality;
- scan and store documents by saving on file, at least in PDF format, via CIFS protocol, on a network share (scan-to-folder) exported from a SAN EMC² VNX5300. Rights to access the share will be regulated by the Institute's Directory Service (Microsoft Active Directory, v2008R2);
- scanning for email destination (scan-to-email);
- multitasking: possibility of performing several parallel functions;
- any stand or cabinet provided to raise the equipment to a correct height for use;
- accounting, i.e. adapting the Company's authentication system to the EUI's Directory Service (Microsoft Active Directory, v2008R2);
- alphanumeric panel where users can log in and access the functions;
- management menu of the various functions (dashboard) in English;
- the system must be accessible via browser by the Institute's Responsible Officer, authenticated by username and password and acknowledged either as operator or as system administrator, so that he may perform administrative tasks and query the system;
- magnetic badge reader (reading on ISO2 track) to authenticate users enabling them to access the various functions;
- **IMPROVEMENT FEATURE: RFID/Titan badge reader (see specifications in *Annex K*);**
- **IMPROVEMENT FEATURE: intelligent accounting: a b/w print mistakenly produced in colour shall be calculated as b/w, or the b/w pages in a colour document shall be accounted for as mono.**

Printing on multifunction devices shall be managed through a centralized "print queue".

IMPROVEMENT FEATURE: The solution proposed shall ensure that, in the event of one job's latency (for ex., printing a very large document), this shall not slow down the execution of other jobs in the queue.

IMPROVEMENT FEATURE: The solution shall ensure a maximum latency of 15 (fifteen) seconds.

Furthermore, the multifunction devices shall also be equipped with:

- drivers for the major open source and non-open source systems, such as Microsoft, Apple, Linux, Citrix;

- a management software for the printing and for monitoring print/copy costs. The specifications of this management software and of the accounting system are listed in [paragraph 6.5](#) below;
- a counter displaying the number of copies and b/w and colour prints produced. The counter must be easy to read for users, too;
- printer native languages, such as PCL5 and PCL6, PPDS, PostScript 3 and successive evolutions;
- finishing accessories such as stacking, collating, punching, stapling;
- an automatic detector of breakdown or abnormal functioning, which can notify the monitoring system by email or through an alerting mechanism.

Each multifunction device shall have a single network port, with a speed of 100 Mbps or 1 Gbps. Tenderers are reminded that it is not advisable to connect multifunction devices to the Institute's WiFi network and that it is forbidden to use a proprietary WiFi. Furthermore, the Institute's network cannot be extended using proprietary hubs and/or switches, nor in any other manner (as laid down in the Institute's [AUP](#)).

Multifunction devices shall be connected to the Institute's network, which is subdivided into macro-areas. In each of these macro-areas a dedicated Virtual LAN (vlan), different from the one serving the clients, will be available for the multifunction devices, which will be addressed over the network via TCP/IP protocol.

Printing devices shall be connected by cable to the Institute's network; they shall also be visible and shown by the print service on a single IP address from all clients, using the same procedure, so as not to create any interference with the Institute's WiFi network.

Where the network infrastructure does not provide for a wired connection, the low volume multifunction devices must be able to be connected directly to computers via a USB cable, while still ensuring that page-counting can be properly performed.

Accounting for pages printed on low volume multifunction devices connected to local PCs via USB shall be performed manually on a monthly basis. Should the Company be able to automatize the procedure with dedicated software, any cost incurred shall be shouldered by the Company, including any costs related to licences, software or other work required to integrate the function with the Institute's current IT infrastructure.

Mobile-printed pages, produced using the Institute's WiFi, shall be counted using the same method for counting the pages printed from network-wired computers.

In drafting their technical solutions Tenderers shall bear in mind all the above constraints.

Should the EUI ascertain that any of the devices supplied are inadequate to meet the needs, the Company shall be obliged, upon request by the EUI, to replace them with more suitable devices, in order to guarantee that the services are provided as requested.

6.4. Essential Information on the EUI's IT Infrastructure

To assist Tenderers in the drafting of their proposed solutions, please find below the essential information on the EUI's IT infrastructure. Of particular interest, the different types of operating systems and servers,

and the type of connections between the buildings:

6.4.1. CLIENTS

Operating Systems present on the EUI's PCs and laptops:

- Microsoft Windows 7 and later
- Citrix client (ICA)
- Linux
- Apple Mac OS X Yosemite and later
- Apple IOS 5 and later
- Android 4 and later
- Windows Phone 7 and later

6.4.2. SERVERS

List of servers present at the Institute:

- VMWare VSphere v5.5 Virtual Infrastructure
- Microsoft Windows 2008 R2 server SP1
- Microsoft Windows 2012 R2 server
- Citrix metaframe presentation server
- Linux – Red Hat
- Microsoft Systems Management Server (SCCM 2012)

6.4.3. NETWORKING

Network protocol: TCP/IP.

The five main buildings (Badia Fiesolana, Villa San Paolo, Convent of San Domenico, Villa il Poggiolo, Villa Salviati) are each individually equipped with their own router; each service has its own vlan, segregated from the others, each dedicated exclusively to specific services and clients, including the printing service which possesses a different dedicated network in each of the buildings listed above.

The Badia Fiesolana site is the centre of the Institute's LAN star topology.

All the other buildings are connected to the centre of the star, i.e. the hub in the Badia Fiesolana's machine room, by fibre with links at a speed of 1 Gbps or greater.

6.4.4. REMOTE ACCESS

IPSec VPN connection through client.

6.5. Specifications for the Management (Print Server) and Accounting Software

- a. The requested management and accounting software shall be part of a single application suite. The minimum requirement is compatibility with all major open source and non-open source systems, such

as Microsoft (2008R2, 2012R2, Windows 7 and above, including Windows 10), Macintosh OSX 10.7 and above, Linux, Citrix;

- b. To install the management and accounting software, the Institute shall make available to the Company its machine room at Badia Fiesolana, offering two possible alternatives:
 - a virtual machine, hosted on VMWARE vSphere v5.5 infrastructure, Microsoft Windows server operating system 2008R2 or 2012R2; in this solution, data storage can be handled by the Institute (VMWare VDP v6.xx). Maximum disc space available on the VMWare datastore: 300GB. If greater disc space is required, solutions need to be devised;
 - physical space to install a rack server (Rack DELL 4210 standard, 19 inches width, cabinet size: 608 mm wide, 999 mm deep), maximum height of 1 or 2 units; in this solution, both the necessary hardware and the task of data storage will be the responsibility of the Company.
- c. The Company that is awarded the tender shall:
 - provide the necessary number of licences in order to cover all the server installations of the accounting and management system; and further guarantee any further licences at the same cost offered in its bid, in the event that it should become necessary during the lifetime of the contract to install further server systems;
 - update the above-mentioned software for all new versions released by third parties, including both “minor upgrades” released as trouble-shooting, in order to solve existing problems, and “major upgrades” including the provision of new functions;
 - distribute, based on agreements undertaken with the EUI’s ICT Service, new drivers or software as may become necessary throughout the lifetime of the contract.
- d. Minimum functional requirements for the management and accounting software shall include:
 - graphic interface for the management of printing systems supplied by the Company that is awarded the tender;
 - enabling the EUI’s Responsible Officer to establish policies on printing services to be provided to users, with the aim of rationalizing flows;
 - ensuring that the accounting system function is not binding on the printing system, so that, in the event of a breakdown of the accounting system, users are still able to print from all devices, even though the copies produced will not be accounted for in real time;
 - analysis and diagnosis of malfunction causes in the accounting software shall be entirely the responsibility of the Company, which shall dispatch a member of its expert staff to assess on site the causes and, if necessary, to amend the code or ensure that the software house that produced the accounting software amends the code;
 - any pages that are not accounted for due to malfunctioning of the accounting software shall not be reimbursed, under any circumstances;
 - accounting for prints and photocopies per user or per AD user group;
 - option of defining cost centres;
 - creation of reports in a format that can be imported into Microsoft Excel environment (such as XLS, CSV, XML, etc.) listing subdivision of copies and/or prints by user, by AD user group and by cost centre;
 - option to deny specific AD user groups access to colour printing;
 - option to establish quotas for individual users or AD user groups.

6.6. Specific Features of the On-Site and Technical Support Services

- a) The Company shall guarantee an On-Site support service daily during office hours, 8.30 am to 5.30 pm, for every day that the Institute is open (see **Annex M**).
IMPROVEMENT FEATURE: On-Site service till 6 pm with no cost increase.
- b) Staff providing the On-Site support service shall monitor all devices, provide and install all consumables

(excluding paper) and any other service in order to maintain all the installed equipment, manage and coordinate technical support, perform initial technical intervention upon call or malfunction report (see **paragraph g-xii**) so as to guarantee that efficient service is provided at all times.

- c) **The Company shall guarantee correct functioning of devices located in the Library and in the researchers' rooms located in all the buildings (Badia Fiesolana, Villa Schifanoia, Villa San Paolo, Villa Salviati and Villa La Fonte) even during hours and days in which the Institute is officially closed.**
- d) The technician manning the On-Site support service shall oversee and manage the print queue.
- e) The technician manning the On-Site support service shall meet the following requirements:
- be in possession of certification on the print systems provided;
 - be familiar with Windows Server environment and the Microsoft directory service (Active Directory);
 - be familiar with Windows, Mac and Linux operating systems;
 - be proficient in English (minimum requirement is level B2 of the [Common European Framework of Reference for Languages](#)), with a knowledge at least sufficient for email, phone and/or in person exchanges with the Institute's users, who are prevalently international; candidates will be briefly interviewed to check the level of spoken and written English;
 - possess a car so as to be able to reach each of the EUI premises independently.
- f) The On-Site support service shall be fully equipped with all types of devices (such as laptop, tablet, cell phone with voice and data plan²) so as to be able to fulfil its functions anywhere and independently.
- g) The On-Site support service shall also include:
- i. supply of all consumables except paper (such as toner, fuser roller, etc.);
 - ii. supply of all types of cables and wiring (electricity, network, USB, etc.) required to connect the printers;
 - iii. provide a phone number to call in case of need even outside normal working hours;
 - iv. servicing and preventive maintenance, including periodic cleaning procedures, lubrication and replacement of parts subject to wear and tear, as frequently and comprehensively as necessary in order to guarantee that all installed devices function correctly;
 - v. repairs and replacement of defective parts, including elements in glass or plastic and cables, with the entire cost being covered by the Company (both the parts and the labour cost);
 - vi. software updates for all firmware and/or drivers for the multifunction devices on the print servers and the clients;
 - vii. documentation updates (such as web pages with configuration instructions for the different clients, signs, etc.) for the end user in **English**;
 - viii. hardware and software maintenance of the print systems, including any software updates for the accounting and print management applications;
 - ix. assigning and/or renewing print quotas for all users who are entitled to quotas, and assigning or withdrawing print rights for individual users and user groups;
 - x. configuration of scan-to-mail and scan-to-folder;

² Alternatively, the EUI can furnish a cell phone with voice and data plan against payment of an annual charge.

- xi. supply in electronic format (importable to Excel), by the 5th day of each month, statistics and economic reports, which can be broken down by individual user, by user group and/or cost centre (**Annex L**);
- xii. being the interface and first point of contact responding to all notifications of malfunction, or requests for reaccreditation of copies, notified by email to a dedicated email address (printsupport@eui.eu) or by phone to a dedicated extension.

None of the actions/interventions related to activities listed above shall give rise to any charge whatsoever to the EUI, not even indirect charges or costs, or service call charges.

The staff manning the On-Site support service shall be identified by a personal badge showing the name of the Company awarded the contract s/he works for; each member of staff shall wear clothes compatible with her/his qualification, as well as being fully informed as to the procedures for providing the service in question and being familiar with the premises where s/he is called upon to execute her/his duties.

The EUI reserves the right to demand that staff members of the On-Site support service who do not comply with the minimum technical and professional requirements be replaced.

6.7. Response/Intervention Times

The Company shall maintain all the equipment that is the object of this contract in a perfect state of operation, providing for each device upon request of the EUI the required technical support and ensuring that any necessary action is performed in order to remedy any instance of malfunction throughout the entire lifetime of the contract.

In the event of requests of an administrative nature (such as authorization of new users, increase of print quotas, etc.) the Company shall intervene within **30 (thirty) working minutes from the request**.

In the event of malfunction, the Company shall intervene within **2 (two) working hours** from the request. Should the intervention not succeed in solving the problem, the Company shall immediately notify the EUI's ICT Service.

In the event that the repair work required does not allow for normal operations to be resumed within **15 (fifteen) working hours** from the request, the Company shall **replace the device** with another device of exactly the same type, with the same features, or above (and in any case in full conformity with the specifications laid down in these STS) in relation to the one that suffered the breakdown.

The Company shall not make use of recycled or reconditioned replacement parts, except in cases of exceptional emergency; and in such an event the replacement shall be merely **temporary**, until a brand new spare part becomes available.

In order to correctly assess the efficiency of the technical support service, the EUI must be able to check the following information in relation to each device installed: date, hour and description of malfunction; date, hour and outcome of technical intervention.

The Company shall ensure that an adhesive label is placed visibly on each installed device showing the phone number and email address to which any request for technical support should be addressed.

6.8. On-Site Training

Once the equipment has been installed and has had a positive test-run, the Company and the EUI shall agree upon a calendar for the on-site training that the Company shall provide for the EUI's administrative

and academic staff from all units. Training shall be provided for 3 (three) different profiles: the ordinary end-user, the contact person(s) within each one of the EUI's organizational units, and the administrators. The Company shall provide a short hardcopy description of the specific contents of the training envisaged for each profile.

Short presentations (one per organizational unit) will be arranged for all the ordinary end-users, in spaces made available by the Institute. The training shall include the following topics:

- presentation of the installed devices;
- how to use the copy function;
- how to use the print function;
- how to use the scanner function;
- how to use the fax function;
- how to use the OCR function;
- procedures for identifying and solving the most frequent problems (such as print queues, paper jams, etc.);
- misuse of the devices, informing users of the need to refrain from actions that jeopardize safety conditions or which can damage the equipment, including actions that jeopardize the warranty terms and the ordinary/extraordinary maintenance guarantees incumbent on the Company.

The training addressed to the contact persons, at most two per unit, shall include a more in depth presentation in order to enable them to solve the most common problems, such as:

- reloading paper stack;
- personalized printing (on special paper);
- management of the print queue.

The training for the administrators (two persons) shall be sufficiently detailed and in depth to enable them to act independently in performing functions such as:

- configuration from PC;
- reading the reports.

Training for researchers shall be provided at the beginning of each academic year, and will concentrate especially on how to use the basic functions (such as copy, scanner, OCR, scan-to-email, scan-to-folder, etc.).

The Institute further reserves the right to ask the Company to repeat the training for the three user profiles from time to time (for example, following new hires, changes in function, etc.).

Part II – General Information

7. Premises where the Services shall be provided

The EUI campus includes about fifteen buildings located on the hillside on both sides of the boundary between the municipalities of Florence and Fiesole. The main building is the Badia Fiesolana, in the village of San Domenico in the municipality of Fiesole. The other buildings are located in several areas of Florence municipality (Le Cure, Piazza Edison, Via Boccaccio, Via Bolognese, Via Faentina) and in the municipality of Fiesole (along the continuation of Via Faentina and in San Domenico), as follows:

- **Badia Fiesolana**, Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)
- **Villa Sanfelice**, Via dei Roccettini, 5 - 50014 San Domenico di Fiesole (FI)
- **Villa Paola**, Via dei Roccettini, 5 - 50014 San Domenico di Fiesole (FI)
- **Villa Pagliaiuola**, Via delle Palazzine, 17/19 - 50014 San Domenico di Fiesole (FI)
- **Villa Malafrasca**, Via Boccaccio, 151 - 50133 Firenze (FI)
- **Convento di San Domenico**, Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)
- **Villa La Fonte**, Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)
- **Villa Schifanoia**, including **Il Casale**, **Il Villino** and the **Cappella**, Via Boccaccio, 115/121 - 50133 Firenze (FI)
- **Villa Raimondi**, Via Boccaccio, 111 - 50133 Firenze (FI)
- **Villa San Paolo**, Via della Piazzuola, 43 - 50133 Firenze (FI)
- **Villa Il Poggiolo**, Piazza Edison, 11 - 50133 Firenze (FI)
- **Villa Salviati: Manica and Castello (EUI premises) - Ipogeo (Historical Archives of European Union)**, Via Bolognese, 156 – 50133 Firenze (FI)
- **Ponte alla Badia Flats**, Via Faentina 386 - 50133 Firenze (FI)

A map of all the buildings making up the EUI campus can be found at:

<https://www.google.com/maps/d/viewer?mid=ztINWqF7vxG8.kUbBBKeV6uVw&msa=0&hl=en&ie=UTF8&t=m&ll=43.797863,11.282358&spn=0.040268,0.060081&z=14&source=embed>

The Service shall be provided in each one of the above buildings, as well as in any future buildings that EUI may add to its premises during the lifetime of the contract.

7a. Userbase

The Institute in its current state includes the following Administrative and Academic Units, distributed over a number of different buildings as specified in [Article 7](#) above:

President's Office
Secretary General's Office
Academic Service
Accounting Service
Budget and Financial Service (BFA)
Communications Service
Historical Archives of the EU (HAEU)
Human Resources Service (HR)
Information and Communication Technology Service (ICT)
Internal Audit Office
Real Estate and Facilities Service (REF)
Library
Department of Economics (ECO)
Department of History and Civilization (HEC)
Department of Law (LAW)
Department of Political and Social Sciences (SPS)
Max Weber Programme (MWP)
Robert Schuman Centre for Advanced Studies (RSCAS)

The EUI numbers around 3000 registered members, of whom about 1000 are actively present at the Institute. Of these, approximately 500 are Researchers or Alumni (users of the public rooms), and the rest subdivided amongst administrative staff, faculty, and fellows, all having assigned or shared offices. The preferential users (faculty and management) amount to a little less than 100.

8. Costs and Obligations to be borne by the Company

The Company shall be entirely responsible for the provision of the Service that is the object of this procedure. A more detailed description is contained in the Draft Contract in **Articles I.10, II.1 (Annex O)**.

Over and above the obligations described in the contract, the Company shall ensure that the devices used to provide the Service are in full compliance with all existing laws and regulations on safety and accident prevention, and that the photoconductor and consumables used by the devices are non-toxic and not harmful to the health of users.

The Company shall be entirely responsible for the disposal of all residual materials (such as toner, fuser roller, etc.; excluding paper), arising from the use of the equipment; all such material shall be removed and disposed of in observance of all regulations on the transport and disposal of normal waste, of toxic and harmful waste.

Furthermore, from the date on which the Service begins, the following shall also be the responsibility of the Company:

- ordinary and extraordinary maintenance of all equipment and devices that are the property of the Institute and have been made available to the Company for its use in the execution of this Service;
- the cost of additional equipment and devices that the Company decides to provide, with the prior agreement of the EUI, including any cost incurred in their installation or deployment.

The Institute shall not be held liable for any cost relating to the performance of the Services regulated by these STS.

The Institute further reserves the right to check, at any time, the effective condition of the facilities, the

equipment, the utilities and the furnishings made available to the Company for the provision of the Service.

The Institute shall be liable for the costs relating to: cleaning of the premises, water supply, electricity supply, data transmission, air conditioning and maintenance of central heating system.

The Company is entirely responsible for ensuring that the technical solution provided is totally and completely integrated with the host IT infrastructure (for example, that it does not cause any form of disturbance in the functioning of other software) and that it functions effectively for users (for example, that its response time is satisfactory), including being liable for any cost resulting from the resolution of any problem linked to the evolution of the infrastructure.

Any and all statistics and economic reports elaborated by the Company shall remain the property of the Institute.

The Company shall provide, on a regular basis, sufficient documentation to prove that all residual and waste matter has been correctly disposed of (for example, FIR - Formulario Identificazione Rifiuti / Waste Identification Form, MUD - Modello Unico Dichiarazione Ambientale / Environmental Statement form, waste loading and unloading records), according to the provisions of Legislative Decree no. 22/1997 (Ronchi decree) and the subsequent Legislative Decree no.152/2006.

The Institute reserves the right, at any moment and with no prior warning, to carry out inspections in order to ascertain that the Company is providing its services in full conformity with the content of these STS.

9. Patents and Copyright

The EUI shall not be held liable in the event that the Company, in performing this contract, makes use of equipment and/or technical solutions that have been patented by others.

The Company undertakes to hold the Institute harmless from any claims, liabilities, including losses and damages claimed by any person(s), as well as from all expenses resulting from any copyright infringement.

Both Parties undertake to immediately notify the other of any claim or damage request from a third party – that may come to their notice – in relation to the issues described in the preceding item.

The Company shall observe all the provisions in Council Directive no. 250/91/EEC, dated 14 May 1991, on the Legal protection of software and Council Directive no. 98/93/EEC, dated 29 October 1993, on the Harmonization of the terms of protection of copyright and certain related rights.

10. 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 STS by applying the penalties envisaged in this Article, over and above claiming reimbursement for any extraordinary expense incurred in ensuring that EUI activities continue to function regularly.

The application of penalties is governed by **Article I.10** of the Draft Contract (**Annex O**).

1. In the event of delayed or non-compliant start-up of the service, during the software and hardware installation and test-approval phase, including for the provision of any customization that may be required, the Company shall be charged a penalty of **€500** for each day of delay;
2. in the event of machine downtime lasting between 2 and 4 working hours, the Company shall be charged a penalty of **€100**; if the downtime is due to failure to re-supply consumables, the penalty shall be increased by 50%;

3. in the event of machine downtime lasting between 4 and 8 working hours, the Company shall be charged a penalty of **€200**; if the downtime is due to failure to re-supply consumables, the penalty shall be increased by 50%;
4. in the event of machine downtime lasting more than 8 working hours, the Company shall be charged a penalty of **€300 for every additional hour of downtime**; if the downtime is due to failure to re-supply consumables, the penalty shall be increased by 50%;
5. in the event of machine downtime lasting more than 2 (two) working days, the Company shall replace the non-functioning machine; for each day of delay in the delivery of the new machine, the Company shall be charged a penalty of **€500**;
6. in the event that exhausted consumables are not properly and correctly disposed of, as “special waste”, the Company shall be charged a penalty of **€100** for each instance of breach;
7. in the event that between 3 and 5 malfunctioning instances occur within one month on any machine due to lack of proper maintenance or due to failure to re-supply consumables (except for paper), the Company shall be charged a penalty of **€ 200**;
8. in the event that between 6 and 8 malfunctioning instances occur within one month on any machine due to lack of proper maintenance or due to failure to re-supply consumables (except for paper), the Company shall be charged a penalty of **€ 400**;
9. in the event that more than 8 malfunctioning instances occur within one month on any machine due to lack of proper maintenance or to failure to re-supply consumables (except for paper), the Company shall be charged a penalty of **€1,000**; should this non-compliance occur 3 (three) times in a single semester, the Institute reserves the right to terminate the contract and claim damage compensation;
10. in the event of delayed, non-compliant and/or failed start-up of the On-Site Support Service, the Company shall be charged a penalty of **€200** for each day of delay; should the delay last longer than 15 (fifteen) calendar days, the Institute shall charge a daily penalty of **€1,000**; and should the delay persist for longer than one month, the Institute reserves the right to terminate the contract and claim damage compensation;
11. in the event of delayed, non-compliant and/or failure to organize the programme of on-site training, the Company shall be charged a penalty of **€200** for each day of delay;
12. in the event of delayed, non-compliant and/or failed delivery of statistics and economic reports, the Company shall be charged a penalty of **€100** for each day of delay; should the delay last longer than 10 (ten) working days, the Institute shall charge a daily penalty of **€500**; should this non-compliance occur 3 (three) times in a single semester, the Institute reserves the right to terminate the contract and claim damage compensation;
13. in the event of delayed, non-compliant and/or failed delivery of the documentation proving that residual and waste matter has been correctly disposed of, the Company shall be charged a penalty of **€100** for each day of delay; should the delay last longer than 10 (ten) working days, the Institute shall charge a daily penalty of **€500**; should this non-compliance occur 3 (three) times in a single semester, the Institute reserves the right to terminate the contract and claim damage compensation.

The EUI shall be notified of any *force majeure* causes delaying the activities governed by these STS; notification shall be sent by the Company, by registered letter with acknowledgement of receipt, preceded by an urgent pre-notification sent by email to the Director of the EUI's ICT Service; the Company shall provide evidence of said *force majeure* causes, upon pain of losing any right to invoke them, to the ICT Service at the European University Institute, Piazza Edison, 11 – 50133 Firenze (FI).

Part III – Staff Involved in the Provision of Services

11. Service Supervisor

The Company shall appoint a Supervisor to whom it shall entrust the supervision of the Service on a full time and continuous basis. The Institute shall be informed of the Supervisor's name and contact information (mobile phone number and email address) at the time of signing the contract. The Supervisor shall be an employee of the Company, s/he shall be suitably professionally qualified for the functions and have prior experience in similar roles, as well as being proficient in English.

The Supervisor shall ensure that the Service is being provided in full conformity with the terms and conditions of these STS, including the annexes, and also in observance of all declarations submitted in the Company's bid. The Supervisor shall ensure that all members of staff involved in the service provision act in compliance with the envisaged functions and tasks.

The Service Supervisor shall be the single contact person for the contract and shall be constantly available for communication with the EUI's offices whose task it is to ensure that the service is functioning properly.

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

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

The Supervisor shall communicate all information on activities performed, on problems detected and on proposed solutions solely to the EUI's Responsible Officer and to the Reference person for the contract ([Articles 25 and 26](#) of these STS), on pain of specific penalties and/or disciplinary sanctions at the Institute's discretion.

The Service Supervisor's duties are as follows:

- establish, in agreement with the EUI, the timeline of delivery, installation and test-approval of the systems, to be completed no later than the dates in the calendar in [paragraph 6.2](#);
- deliver to the EUI the on-site training plan, as described in [paragraph 6.8](#);
- provide a phone number to be used for support requests after normal working hours;
- oversee that required service standards are complied with, and plan any action that may be necessary to bring them up to standard;
- administer the accounting system;
- deliver to the EUI a pre-emptive maintenance plan envisaging regular servicing, cleaning operations and replacement of materials subject to wear, so as to avoid machine downtime;
- produce reports as described in [paragraph 6.6 g-xi](#).

Part IV – PREMISES, MACHINES AND EQUIPMENT

12. Premises

The Institute shall hand over to the Company, for the entire duration of the contract, suitable premises for the performance of the service; the Company undertakes to preserve said premises in perfect condition.

When the contract expires, the Company undertakes to give back said premises to the Institute in pristine conditions of cleanliness, functioning and maintenance, except for the normal wear and tear caused by usage.

In the event of damage occurring to the premises, to machines, to utilities, to equipment during the lifetime of the contract, and should such damage be attributable to inexperience, negligence or insufficient maintenance, the Company shall be charged entirely for all damage compensation. In such an event, the Institute shall enforce and take possession of the performance bond as envisaged in [Article 23](#) of these STS.

The Company, on its own behalf and on behalf of any of its assignees in any capacity, shall be irrevocably obliged, from this moment onward and throughout the duration of the contract, never to change, on pain of contract termination, for any reason or motive, the usage destination of the premises it has been entrusted with, unless the Institute issues a provision to the contrary, and in any case always observing any limitation the Institute shall establish.

13. Equipment

Once the contract has expired, or in the event that the contract is terminated, the Company shall withdraw every item of equipment that it has supplied, undertaking to implement responsibly any necessary measure including, by way of example, but not limited to, correct procedures for the pick-up, disposal of packaging materials, transportation and portage.

Unless the Institute specifically requests otherwise, the Company shall, at its own expense, provide for the removal of every multifunction device no later than **30 (thirty)** consecutive calendar days after the expiry of the contract.

CHAPTER III – SUBMISSION AND EVALUATION OF OFFERS

14. Procedures for Submitting an Offer

In order to be able to draw up an accurate technical offer to be submitted, all Tenderers must inspect the EUI's premises and network infrastructure elements that are relevant to the object of this tender procedure. Tenderers shall submit their request to visit the premises by sending *Annex D* by email to ICTS.Tender1-16@EUI.eu no later than **3 pm** on the day shown in **Table 2 (Article 21)** under the heading “**deadline for submission of Site Inspection requests**”.

The Offers and all attached documentation, including annexes, shall be submitted in Italian or in English. Both the Technical Offer and the Economic Offer shall be signed by the company's Legal Representative and must be perfectly legible, so as to avoid the risk of ambiguities and misunderstandings.

Offers shall be sent to the following address:

ISTITUTO UNIVERSITARIO EUROPEO
UFFICIO DEL PROTOCOLLO
Via dei Roccettini, n. 9
50014 San Domenico di Fiesole (FI) - ITALY

The entire documentation for the bid shall be sent in a perfectly sealed package, on pain of exclusion from the tender procedure. The package must be sent exclusively via express courier or delivered by hand to the EUI's Ufficio del Protocollo, the incoming mail registration service (opening hours: Monday-Friday 8.30 am – 1 pm and 2 pm – 5 pm), in either case with **delivery** to the Institute no later than **3 pm** on **06.05.2016** (absolute deadline). Any other means of delivery and/or shipment shall warrant exclusion from the tender procedure.

All Tenderers are required to notify the EUI that they have submitted a bid, by writing to the email address ICTS.Tender1-16@EUI.eu. The Institute shall acknowledge receipt of this message.

Once the Offer has been received by the Contracting Authority, all the documents become the property of the Institute and shall be treated with the utmost confidentiality.

On pain of exclusion from the tender procedure, every Offer submitted must comply with the following instructions.

Offers must be submitted according to the method of the double envelope.

The outer envelope must be sealed with adhesive tape and signed across the tape. It must contain the following information:

- The code referring to this tender procedure: **CFT/EUI/ICTS/2016/001**;
- The title: **Open Call for Tenders for the Supply of Managed Print Services on the Premises of the European University Institute**;
- The name of the Tenderer;
- The name and address of the Institute (see above).

The inner envelope shall bear the indication of the Service in charge of the tender as given in these STS, and the wording ““Bando di gara — Non deve essere aperto dal servizio postale interno” (or, in English, “Tender Procedure – Not to be opened by the internal mail service”). If the Tenderer is using self-sealing envelopes,

they must be sealed with adhesive tape and the sender must sign across that tape.

The content of the package must be subdivided into four envelopes, according to the following instructions, on pain of exclusion from the tender procedure.

Envelope no. 1: sealed with adhesive tape and signed across the tape, bearing on the outside the name of the Tenderer and the words “**Envelope no. 1 – Administrative Documents**”; this envelope shall contain 1 original and 1 paper copy (clearly distinguishable from the original, and neither stapled nor bound to enable easy photocopying), as well as a read-only digital copy (i.e. that cannot be edited), of the following documents:

1. **Checklist**, filled in and signed (**Annex A**).
2. **Request to participate in the tender procedure**, dated and signed by the company's Legal Representative, or by a person entitled to sign on behalf of the company; this request may only be submitted using **Annex B**.
3. **Declaration on Honour** concerning the Company's legal status, signed by the company's Legal Representative, using **Annex C**.

In the case of a TGC the Declaration shall be signed by the Legal Representative of each of the Companies that have formed the Temporary Grouping for the purpose of submitting a bid for this tender.

A photocopy of a valid identity document of the signatory shall be attached to the Declaration.

4. Copies of the **Invitation to Tender Letter**, of the **Special Tender Specifications** and of the **Draft Contract**, without any additions, amendments or changes, initialled on each page and bearing the Tenderer's stamp and full signature of the Owner or Legal Representative on the last page.
5. In the case of an already established TGC: a special collective mandate with powers of representation, conferred upon the lead company by the participating companies in a certified private deed, which shall also be included, either in original or in an authenticated copy. Also included shall be a proxy, conferred upon the person that legally represents the lead company, as well as a statement by the lead company defining which portions of the service will be performed by the individual companies, including the lead company.

In the case of a TGC not yet formally established: the undertaking, should the tender be awarded to this TGC, to confer a special collective mandate with powers of representation upon one of the companies (explicitly indicating which one), subsequently designated the mandate holder or the lead company, which will sign the contract in the name of and on behalf of itself and the others, as well as a statement as to which portions of the service will be performed by the individual companies, including the lead company (or designated as such).

No company shall participate in the tender procedure both as an individual company and as a member of a TGC, on pain of exclusion from the tender not just of the individual company, but of the entire TGC as well.

Companies that are in a controlling relationship (either as a parent company or as a subsidiary) with other companies participating in the tender procedure, may not participate in the tender procedure either as individual companies or as members of a TGC, on pain of exclusion not only of the individual company, but also of the entire TGC that they are a part of.

6. **A provisional bid bond** for 2% of the presumed amount of the tender, or **€26,500.00 (twenty-six thousand five hundred)**.

The bid bond shall be:

- a bank guarantee or insurance policy or a policy issued by financial brokers included in the registers of authorized brokers. The bid bond provides a guarantee against the risk that the contract may not be signed.

The bid bond shall be operational within **fifteen (15) days**, upon a simple written request by the Contracting Authority, and must have a validity of **one-hundred-and-eighty (180) days** from the deadline for submission of bids. The bid bond shall further contain the clause that it will only cease to be valid once the Contracting Authority has issued a specific release statement, even after the expiry date as described above. The bid bond must also envisage the waiver of the right to enforce prior payment from the main debtor.

No form of bid bond other than the above-mentioned will be accepted. Any tenderer submitting a guarantee issued by financial brokers that the Bank of Italy has forbidden from undertaking new transactions shall be excluded from the tender procedure.

7. **Declaration that the Tenderer has participated in the Site Inspection.** Such a declaration will be issued by the Person in charge of the tender procedure at the end of the site inspection. Tenderers who have not participated in the site inspection will be automatically excluded from the tender procedure.
8. **Declaration on Honour that the Tenderer is in compliance with anti-Mafia provisions.**

Envelope no. 2: sealed with adhesive tape and signed across the tape, bearing on the outside the name of the Tenderer and the words “**Envelope no. 2 – Technical Offer**”; this envelope shall contain 1 original and 1 paper copy (clearly distinguishable from the original, and neither stapled nor bound to enable easy photocopying), as well as a read-only digital copy (i.e. that cannot be edited) of the detailed description of the services offered and the CVs of the candidates.

In evaluating the Technical Offer, special consideration will be given to the level of detail, to the clarity and accuracy of the description and the method used in describing the organization of the services requested in these STS, as well as to the proposed candidates’ profiles.

The Technical Offer’s organizational structure shall be as follows:

Detailed technical-organizational report describing the management and implementation of the service requested. The report shall not be longer than 50 pages, A4 format, clearly describing every element useful to evaluate the project. The report shall be drawn up using the forms provided in **Annex E**, and must be such as to make it easy to identify and evaluate the technical-organizational, operational, qualitative, methodological characteristics, as well as the additional features and/or improvements proposed over and above the specifications in the STS; these latter shall be summarized in a separate section. Furthermore, the report must include the list of software applications and devices offered: indicate clearly the typology, specifications, number of devices installed per type and the exact proposed location for each device (use the form provided in **Annex G2**);

On pain of exclusion, the report shall address and develop the following topics:

- a. general description and organization of the Service;
- b. detailed Curriculum Vitae (CV) of each proposed candidate, including her/his proposed role;
- c. description and list of analogous print service contracts entered into (specifying time, place and duration). Provide the name of a reference person for each of the contracts listed, so that the Institute can contact the client;
- d. plan for the training and update programme for the staff involved in the service.

Every element of the submitted documentation shall be signed by the Tenderer’s Legal Representative, on pain of exclusion from the tender procedure.

The documentation describing the organization of the service shall be structured as follows:

1. **Devices:** description of the stages of installation and day-to-day management of the devices; description of the software applications, the type of hardware necessary for complete autonomy in the management of the service (accounting, print-server, etc.). For each building, provide a clear description of the number and type of devices and their proposed location.
2. **Monitoring Plan:** description of the monitoring plan for the multifunction devices.
3. **Staff:** presentation of the proposed team selected to implement all the activities requested in these STS, indicating the number of persons and their qualifications; provide each team member's CV, showing her/his professional qualifications and language skills. Describe how staff members' absence will be managed, as well as some emergency situations, such as: accounting software failure, print queue, etc.; in drafting the emergency and staff absences management plan, refer to the specific requirements mentioned in [paragraph 6.6 c.](#)
4. **Reporting:** provide a detailed description of reporting tools available (type, format, access, retrieval, database integration, etc.) for the monitoring of each activity of the service (multifunction, accounting, etc.).
5. **Training and support service for users:** describe the plans to provide support and training for users.
6. **Reduced environmental impact:** describe measures undertaken to reduce to a minimum energy consumption and environmental impact.
7. **Complete and include the two overall summing up documents in Annex E and Annex N.**

The Technical Offer shall be signed by the company's Legal Representative.

The Technical Offer, in all its parts, shall be deemed an integral part of the contract, and the successful Company shall be obliged to comply with it.

The Tenderer shall declare which information in the documentation is an industrial and/or commercial secret and must therefore be considered strictly confidential.

Envelope no. 3: sealed with adhesive tape and signed across the tape, bearing on the outside the name of the Tenderer and the words "**Envelope no. 3 – Economic Offer**"; this envelope shall contain 1 original and 1 paper copy (clearly distinguishable from the original, and neither stapled nor bound to enable easy photocopying), as well as a read-only digital copy (i.e. that cannot be edited) of the Economic Offer drawn up using the form in **Annex F** and signed by the company's Legal Representative.

The Offer shall consist in a proposed price for each individual item listed in Annex F, as described in [Article 6.1](#) above. All prices shall be net prices, excluding VAT.

Each Economic Offer submitted shall be assessed in a comparative evaluation with all other Offers received. Scores shall be assigned according to the procedure described in [Article 20 paragraph B](#).

Envelope no. 4: sealed with adhesive tape and signed across the tape, bearing on the outside the name of

the Tenderer and the words “**Envelope no. 4 – Further Documentation**”; this envelope shall contain any other document, preferably in digital read-only format (i.e. that cannot be edited), including details on the technical and safety features of the consumables that the company plans to use in its day-to-day implementation of the services. Over and above technical and safety information, this envelope may contain any further document that tenderers consider useful in explaining better their offers, as well as any element that can add to a clearer description of the offer and which has not been mentioned in the content of the other envelopes (for example, brochures, illustrated prospectuses, etc.).

15. Further Information concerning the Submission of Offers

All the documentation explaining the procedure for participating in this tender can be accessed by anyone interested at: www.eui.eu/About/Tenders.aspx.

Any queries or requests for clarifications, submitted by the tenderers in order to ensure they have a clear understanding of the content of the documents, must be addressed by email to ICTS.Tender1-16@EUI.eu and sent no later than **3 pm on 30.04.2016**. Any query or request for clarification received within this deadline will be answered: queries and replies will be posted, without identifying the sender, on EUI Tenders webpage (see above).

Envelopes containing offers are sent at sender's risk, and the EUI takes no responsibility for any package that does not reach its destination within the deadline.

No remuneration or reimbursement shall be due to tenderers for having drawn up their bid, for having elaborated projects or for having supplied any other documentation as part of their bids.

None of the documentation submitted for the tender procedure will be returned, not even that pertaining to bids that were not awarded the contract.

The name of the Tenderer who is awarded the contract shall be published on the Institute's website. After that, all the companies participating in the tender procedure will be notified of the results.

The Institute reserves the unappealable right to cancel the tender procedure, or to extend its deadline, and none of the companies participating in the procedure can exercise any right over these decisions.

Neither the award of the tender, nor the invitation to participate in the procedure, imply an obligation upon the Institute to sign the contract.

Tenderers are reminded that false statements will lead to criminal charges. The Institute will check the truthfulness of information contained in the statements and declarations submitted; should any such statement be found to be untrue, the tenderer shall lose any benefit he may have gained and the Institute shall enforce and take possession of the bid bond put up by the tenderer, as well as submit a formal report to the authorities denouncing the criminal offence.

In compliance with the Institute's internal regulations on Data Protection, which can be consulted at www.eui.eu/AboutTheWebsite/DataProtection.aspx, all personal data and information provided by tenderers and candidates shall be used exclusively for the purposes of this tender procedure.

16. Compulsory Site Inspection

All companies interested in submitting a bid for this tender procedure shall take part in the visit to survey the premises and facilities where the services that are the object of this tender shall be implemented. The Site Inspection is compulsory, on pain of exclusion. The Site Inspection will allow tenderers to gain a more

accurate understanding of the premises, so they can draw up a project that is as close as possible to the actual needs.

The Owner or the Legal Representative of each tenderer is invited to attend the Site Inspection; tenderers may appoint a delegate instead, and in that case the delegate shall carry a valid ID, the proxy form signed by the company's Legal Representative, as well as a photocopy of the latter's valid ID.

In full observance of the principles of equal treatment and uniform information, the Site Inspection shall take place on **21.04.2016**, meeting arranged for **10.00 am** at the **Badia Fiesolana, Via dei Roccettini, 9, San Domenico di Fiesole (FI) - ITALY**. All tenderers shall submit to the EUI's ICT Service their Request for the Site Inspection, using the form in **Annex D** of these STS, including a copy of the proxy form, if they plan to issue one. Said request must be sent by email to ICTS.Tender1-16@EUI.eu, no later than **12 noon** on **14.04.2016**, on pain of exclusion from the tender procedure. The original of the request shall be handed over to the Institute's accompanying person on the day of the Site Inspection.

At the end of the Site Inspection the EUI's Reference Person shall issue to tenderers a certification that they have taken part in the Site Inspection, which must then be included in the administrative documentation to be submitted in the tender procedure, on pain of exclusion from the tender.

Since the Company that is awarded the contract shall thus have had the opportunity to become familiar with the premises and facilities involved, it thereby undertakes to implement services that fully meet the quality, operational and functional requirements as described in these STS, with the sole exception of any improvements that it may include in its bid.

17. Opening of Offers

The opening of the Offers shall ascertain that:

- offers were submitted within the established deadline;
- offers submitted were presented in the form requested, using the "method of the double sealed envelope" (as specified in [Article 14](#)).

The Institute will not hold public sessions for the opening of the Offers.

18. Grounds for Exclusion

Tenderers shall not be in any of the following situations, which are grounds for exclusion:

- a) in a state of bankruptcy, of being wound up, in receivership, having entered into an arrangement with creditors, having suspended business activities, or in any other similar situation due to a procedure of this nature envisaged by national laws or regulations, nor shall they be the object of a complaint that might give rise to similar procedures;
- b) to have been found guilty, in a final judgment, for an offence related to professional ethics, by the competent judicial authority or in the ruling of an administrative body or international organization;
- c) to not be fully in compliance with the obligations relating to the payment of social security and insurance contributions, or to the payment of duties and taxes in observance of the legislation of the country where the tenderer is legally registered or in Italy, where the services for the Institute would be implemented. An infringement of this nature must be proved by a ruling or an administrative decision, confirmed in a final judgment, in compliance with the legislation of the country where the tenderer is registered for tax purposes, or in Italy, being the country of

- establishment of the Institute;
- d) to have been found guilty, in a final judgment, of fraud, corruption, participation in the activities of a criminal organization, money laundering, crimes related to terrorism, child labour or other forms of human trafficking or any other illicit activity detrimental to the financial interests of the Institute;
 - e) to have been found in serious breach of a contract financed by the Institute, or to have been found guilty, in a final judgment, of offences or serious irregularities, as ruled by the competent judicial authority or by an administrative decision;
 - f) to have been the subject of an administrative penalty for having committed an offence related to professional ethics, for having made substantial errors or committed irregularities or fraud, or have been declared to be in serious breach of their obligations under contracts covered by the Institute's budget (**Article 41** of [President's Decision no. 44/2014](#)).

With the exception of cases falling under item d) above, the Institute may decide not to exclude the tenderer in the event that it can provide evidence of having already implemented new procedures to demonstrate its reliability.

The Institute may also waive the compulsory exclusion in cases falling under item c), in instances where an exclusion would be clearly disproportionate, i.e. where the amount of social security or insurance or taxes or duties due was negligible, or in cases when the tenderer was informed of the amount due, as a consequence of its non-compliance, with such short notice that it was not able to pay and demonstrate its reliability before the deadline for the submission of the documentation for participation in this tender procedure.

Furthermore, tenderers in the following situations at the time of this procedure shall also be excluded:

- g) in a situation of conflict of interest in relation to the contract. Such situations occur when the impartial and objective implementation of the Contract is jeopardized for reasons related to financial interests, to political or national affinities, to family ties or sentimental ties, or for any other shared interest in the present and in the previous 5 years;
- h) of not having immediately notified the Institute of any situation which may suggest a conflict of interest, or which may give rise to such a conflict;
- i) of having granted to third parties, or having obtained, sought, tried to obtain or accepted from third parties, whoever that may be, benefits in money or in kind, if such an advantage is an illicit practice or may be construed as corruption, direct or indirect, connected to the implementation of the Contract;
- j) of having tried to exercise undue influence on the Institute's decision-making process or to obtain confidential information that would have placed it at an advantage in this tender procedure;
- k) of having tried to enter into an agreement, or actually done so, with other tenderers in order to distort the tender procedure;
- l) of having tried deliberately to provide misleading information that may have substantially influenced decisions relating to exclusion, selection and awarding of the tender;
- m) of having deliberately provided misleading information that may have substantially influenced decisions relating to exclusion, selection and awarding of the tender;
- n) of having provided the Institute with inaccurate and/or incomplete and/or false information in the context of this tender procedure.

Tenderers shall 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, as shown in the form 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.

19. 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

The following documents shall be submitted with the Technical Offer:

- a) Enrolment in the CCIAA (Chamber of Commerce, Industry, Arts and Crafts, Agriculture), or in an equivalent registry in the country where the company is established, showing that it practices business activities in the field that is the object of this tender procedure, or at least a field that is compatible with it.
- b) Declaration on Honour that the Tenderer is in compliance with anti-Mafia provisions.
- c) Declaration that the Tenderer has taken note of all general, particular and local circumstances, barring none, and of any other element which may directly or indirectly influence the implementation of the service or the drawing up of the Offer; and therefore that the Offer submitted 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 the bid.

The following documents shall be submitted only in the event that the company is awarded the tender:

- d) Declaration of being in compliance with the provisions aimed at legalizing the position of undeclared employees (Individual Legalization Plans - Piani Individuali di Emersione).
- e) Declaration of being in compliance with all obligations relating to the payment of social security and insurance contributions in favour of its employees, in full observance of existing legislation; and that it applies the employment conditions envisaged in the sector's national collective labour agreement.
- f) Declaration of being in compliance with the labour regulations governing the right to work of persons with disabilities.
- g) Any and all useful documentation to prove that the company is fully up to date with all due social security and insurance contributions (e.g., through a DURC certificate), according to existing legislation.

Technical, Economic and Financial Capacity Requirements

If requested to do so, the company awarded the tender shall submit the following documents:

- h) Two (2) bank references issued by prime banks, or financial companies included in the registers of authorized brokers, issued after the date of the Invitation to tender and the publication of these STS, proving that the company has always met its obligations punctually and regularly, and that the Company possesses the economic and financial capacity to perform the services that are the object of this tender.
- i) Certificates for the following insurance policies, valid for the entire duration of the contract, and complying with the ceilings as follows:
 - i. Civil Liability insurance: with a ceiling of at least **€5 million**
 - ii. Civil Liability Insurance for Service Provider: with a ceiling of at least **€5 million**
- j) Audited accounts for the last three years, or fewer if the company has not been in activity for three

years, for any tenderer wishing to take part in this tender procedure.

- k) Declaration of the company's turnover, of its profit and loss account for the last year of activity (or part of the year, if it has not been in activity long enough) and a Financial Statement for the end of the accounting period, in cases where this information has not already been provided under item (j).
- l) In the event that the company is unable to provide the documentation called for under item (k), the company shall submit a declaration of its turnover forecast, as well as its forecast of profits and losses, of cash flow for the year and a letter from the company's bank outlining its existing cash and credit situation.
- m) Declaration that, over the previous three years (2013-2014-2015), the company's overall turnover, excluding VAT, was not lower than **€795,000 (seven hundred ninety-five thousand)**.
- n) Declaration that the company is currently executing and/or has executed over the previous three-year period (2013-2014-2015) similar or identical services to those that are the object of this tender procedure, indicating, for each of these services, client, duration, contract amount, and type of service.

Among the services performed over the previous three years (2013-2014-2015), the company must be able to include at least 1 contract that was successfully executed, or that is currently in execution, for an amount of at least **€528,000 (five hundred twenty-eight thousand)**, excluding VAT, for the overall period of the 3 years taken into account and displaying the same characteristics as the one that is the object of this tender procedure (accounting, management of rights, quotas and print queues, daily technical support service, remote monitoring, etc.).

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

In the case of a TGC and/or a Consortium, requirements from item (a) through (l) must be met by each of the companies that is part of the Temporary Grouping or of the Consortium.

On the contrary, the verification of requirements listed under points (m) and (n) will be performed considering the TGC and/or consortium as a single entity. Therefore, these requirements may be met by a single company or by each of the companies that are members of the TGC or the Consortium.

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

20. Award Criteria

Only those Offers that meet all the requirements listed in [Article 19](#) shall be eligible for the next stage of the procedure, the technical and quality evaluation.

The Contract shall be awarded according to the principle of the "**Best Value for Money**", based on the internal Evaluation Committee's assessment: out of a maximum score of **100**, each Offer shall be awarded points according to the following parameters:

MAXIMUM SCORE	
Technical and Quality Evaluation, Q	60/100
Economic Evaluation, P	40/100

The Offer's Total score **T** shall be made up of the sum of its Technical and Quality score **Q** and its Economic

score **P**:

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

The Tenderer whose Offer obtains the highest Total Score T shall be awarded the tender.

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

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

A – ASSIGNING POINTS FOR METHODOLOGICAL, TECHNICAL AND QUALITATIVE ASPECTS OF THE SERVICE

In evaluating the methodological, technical and qualitative aspects of the service, as well as the technical skills and language proficiency of the candidates, the Committee shall use the scores shown in **Table 1**, where the highest achievable score is 60.

For each item (from A1 to A7), the Evaluating 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 Offer's compliance with the specifications in these STS.

In order to assign scores for the Support service staff, each candidate will be interviewed, so as to evaluate her/his skills as required in [Article 6.6, item e](#). Interviews with candidates shall assess their technical and IT skills, as well as their language proficiency, as presented in their CVs (**Annex N**).

TABLE 1			
DESCRIPTION		MAXIMUM SCORE	MINIMUM SCORE
A1	DEVICES AND SOFTWARE	14	5
A2	SERVICE PROVISION: description of the proposed solution	16	5
A3	STAFF: PROFESSIONAL QUALIFICATION AND SKILLS	8	3
A4	MANAGEMENT OF STAFF REPLACEMENT AND OF EMERGENCIES	8	3
A5	REPORTING, USER SUPPORT AND TRAINING ACTIVITIES	4	1
A6	MEASURES TO REDUCE ENERGY CONSUMPTION AND ENVIRONMENTAL IMPACT	2	1
A7	ADDITIONAL SERVICES AND/OR IMPROVEMENTS	8	3

Table 1 – Scores for Methodological, Technical and Qualitative Aspects

The minimum threshold for admission to the next stage is:

- each item from A1 to A7 must reach the Minimum Score, as shown in the Table;
- total score for all items from A1 to A7 must be between 40 and 60.

Tenderers whose Technical Offers meet the two conditions specified above shall be put through to the next stage, where their Economic Offers will be evaluated.

Once the tender is awarded, the successful Technical Offer becomes an integral part of the STS and of the Contract.

B – ASSIGNING POINTS IN RELATION TO PRICE OFFERED

The maximum score achievable for the price is 40 points, subdivided according to the following weightings:

- for the cost per b/w copy: max. **25 points** (P1)
- for the cost per colour copy: max **10 points** (P2)
- for the cost per extra b/w copy: max **3 points** (P3)
- for the cost per extra colour copy: max **2 points** (P4)

The scores P1, P2, P3, and P4 will therefore be calculated on the basis of the above weighting factors by means of the following formula:

$$P_i = \text{Weighting factor} \times \frac{\text{Minimum price}}{\text{Price offered}}$$

The final score **P** for each tenderer shall be determined by summing the **P_i** scores according to the formula:

$$P = P1 + P2 + P3 + P4$$

21. Indicative Timeline of the Tender Procedure

The indicative timeline for this tender procedure is summed up in **Table 2**:

TABLE 2	
Description	Date
Launch of the tender procedure	7 April 2016
Deadline for Submission of Site Inspection Requests	14 April 2016, at 12 noon
Site Inspection	21 April 2016, 10 am to 5 pm
Deadline for Submission of Queries or Clarification Requests	30 April 2016, 3 pm
Deadline for Submission of Offers	6 May 2016, 3 pm
Check of candidates' English	18 May 2016
Announcement of Results	by 17 June 2016
Practical demonstration	starting from the first Monday after announcement of results
Signing of Contract	14 days after announcement of results

Table 2 – Indicative Timeline of the Tender Procedure

22. Obligations in order to Finalize the Tender Award

In order for the Tender Award to become definitive, the successful Company shall provide a practical demonstration of how it plans to perform the services that are the object of the tender.

As far as the equipment is concerned (multifunction systems, servers, etc.) and also for the proposed software (management, accounting, etc.), the Company shall arrange for a simulation on premises provided by the EUI, in which it shall demonstrate and put to the test the organizational plan and services proposed in its bid, showing that the system matches the description and the specifications in these STS.

In the event that such a demonstration is not deemed in full compliance with the descriptions made in the bid submitted, the Contracting Authority reserves the right to withdraw its award and to award the tender instead to the company that achieved the next highest score, or alternatively to launch a new tender procedure, holding the defaulting company liable for any increase in cost that the Institute may incur as a consequence. Under these circumstances, the Institute shall take possession of the defaulting company's bid bond and shall also apply any further penalty envisaged by the existing legislation.

23. Obligations after being Awarded the Tender

In order to be effectively awarded the tender and to become eligible to sign the contract, by the date decided by the Contracting Authority, the successful Company shall submit the following:

1. a performance bond equal to 10% of the yearly 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 O**);
2. the certificates and declarations listed in [Article 19](#), from **item d)** to **item n)**;
3. **only for TGCs**: its articles of association with a mandate conferred upon the Legal Representative of the lead company by the participating companies, in a private deed certified by a notary public.

If the Company that is awarded the tender does not comply in a timely fashion with the above obligations or fails to 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 submitted in its 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 that 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 be effectively awarded the tender and will be formally invited to sign the contract.

CHAPTER IV – FINAL PROVISIONS

24. General Information

The tender procedure shall be performed in compliance with the Institute's internal regulations, and especially in accordance with [High Council Decision no. 5/2014](#) amending Title V of the EUI's Financial Rules regarding Public Procurement and with [President's Decision no. 44/2014](#), both available on the Institute's website at <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 Company that is awarded the tender, including payment terms, data protection and processing, dispute settlement mechanisms, both during the tender procedure and in the implementation of contractual obligations, are all contained in the Draft Contract in **Annex O**.

25. Responsible Officer

The Contracting Authority appoints the Director of the European University Institute's ICT Service as the Responsible Officer for the tender procedure.

The Responsible Officer 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 all contractual obligations are observed, enacting coercive provisions and applying penalties whenever necessary.

26. Reference person for 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 ICT Service's Contract Manager shall be the Reference Person for the Contract. Among other tasks, the Reference Person shall:

- act as contact person for all operational exchanges with the Company;
- submit all requests for support and intervention whenever changes and/or new provisions are needed, during the duration of the contract;
- oversee the correct performance of the service and verify the results;
- where necessary, and on the basis of serious and proven motives, demand that a member of the Company's staff be removed from the premises and replaced;
- propose to the Responsible Officer, see [Article 25](#) above, the application of penalties and, if necessary, the termination of the contract;
- check all invoices issued by the Company, initialling them in approval.

27. 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.

28. Final Provisions and Annexes

These Special Tender Specifications consist of **28 Articles, 39 Pages** and **21 Annexes (A-O)**, 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. Request to Participate in the Tender
- C. Declaration on Honour concerning legal status
- D. Request to Participate in Compulsory Site Inspection
- E. Technical Offer Form
- F. Economic Offer Form
- G. Ground-plans of premises with distribution of printers currently in use (annex G1) and future distribution of administrative and academic units (G2)
- H. Volume of copies and prints produced by administrative and academic units, per printer, for the years 2014 and 2015 (4 annexes: H1, H2, H3 and H4), list of current printers (annex H5) and list of EUI-owned printers (annex H6)
- I. Total volume of copies and prints produced over the years 2010-2011-2012-2013-2014-2015
- J. Minimum requirements for the machines requested
- K. Technical requirements for RFID/Titan badge
- L. Sample Reporting
- M. EUI Holidays 2016
- N. Candidate Evaluation Form
- O. Draft Contract

Signature of Legal Representative

Company's stamp