



INFORMATION AND COMMUNICATION TECHNOLOGY SERVICE

**Open Call for Tenders for the provision of Maintenance Services,
Networking Technical Support Services, and the supply of Network
Equipment and Materials for the European University Institute**

Ref: ***CFT/EUI/ICTS/2015/002***

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YEAR 2015

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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, 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

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

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

3. Object of this tender procedure

The Institute is launching this procedure in order to enter into a service contract with the Company that is awarded the tender. The object of the contract is the provision of Maintenance Services for all the active H/W (hardware) equipment that makes up the LAN/WAN (Local Area Network/Wide Area Network) wired and wireless network, present on all the premises of the European University Institute and the Historical Archives of the European Union, as well as the supply of any updates, upgrades or extensions that may be required. The contract also envisages a Technical Support service, to be provided by an expert technician, specialized in networks and telecommunications, available both On-Site, at the European University Institute's Information and Communication Technology Service, and On Call.

All services requested shall be provided on all the existing and future premises pertaining to the Contracting Authority (a list of the existing premises is given in Article 7).

The Contractor shall supply the services that are the object of this procedure at its own risk and with its own autonomous organization, in full observance of the terms and conditions of these Special Tender Specifications including all its annexes, the Invitation to Tender letter, the Service Contract and the documentation submitted by the Contractor as part of its bid.

The services included in this tender procedure are as follows:

A) H/W Maintenance Service

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

B) On-Site Networking Technical Support Service to be provided from the premises of the Institute's Information and Communication Technology Service

- First level technical support;
- Second level technical support;
- Management and Maintenance of the LAN/WAN network infrastructure;
- Management and Maintenance of the WI-FI (Wireless Fidelity) infrastructure;
- Administration and Maintenance of the LAN/WAN network monitoring and management infrastructure.

C) Supply of H/W and/or S/W equipment and materials for the Institute's LAN/WAN network

- Sale and supply of H/W and S/W (software) material required for the updating and/or extension of the wired or wireless LAN/WAN network, including the solutions and products described in greater detail in *Annex K – List of products for H/W and S/W supply*.
- Guarantee that the Institute's LAN/WAN network retains its current standard of technological uniformity.

D) Technical Support Service provided by a Technician On Call

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

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 H, together with these Special Tender Specifications and annexes, the Invitation to Tender letter and the Offer submitted by Contractor as its bid, including all attached documentation.</p> <p>In accordance with Article 7 of the EUI President's Decision N° 44/2014 of 5 December 2014, the present call for tender is to be considered "Mixed procurement", inasmuch as its subject consists on the one hand of services and on the other of supplies.</p> <p>Any comment and/or request for clarification relating to the meaning and/or interpretation of the Draft Contract shall be submitted, together with clearly formulated explanations and grounds for the query, before the final deadline given in Article 28. 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>12 consecutive months, starting from the date on which the contract is signed, renewable up to a maximum of 6 times, except for the terms outlined in the withdrawal clauses (see Article II.14 of the Draft Contract in Annex H).</p>



<p>Presumed amount of tender</p>	<p>The presumed annual amount for the Maintenance Service (A) is € 58,000.00 (fifty-eight thousand/00) p.a., excluding VAT.</p> <p>The presumed annual amount for the On-Site Networking Technical Support Service (B) is € 50,000.00 (fifty thousand/00) p.a., excluding VAT.</p> <p>The presumed annual amount for the Supply of H/W and/or S/W equipment and materials (C) is € 100,000.00 (one hundred thousand/00) p.a., excluding VAT.</p> <p>The presumed annual amount for the Technical Support Service On Call (D) is € 18,000.00 (eighteen thousand/00) p.a., excluding VAT.</p> <p>The amounts given for items A, B and C were established on the basis of the costs incurred by the Contracting Authority for these same services and provisions in the years 20–9 - 2013. As far as item D is concerned, the cost incurred for the service of a technician on call for the year 20–3 - 2014 was considered.</p> <p>The presumed annual amount for the sum total of all items (A + B + C + D) is € 226,000.00 (two hundred twenty-six thousand/00). This amount is composed of fixed (A + B + D) and variable (C) values, with a presumed fixed annual amount of € 126,000.00 (one hundred twenty-six thousand/00) and a variable annual amount for supplies of h/w and s/w estimated at approx. € 100,000.00 (one hundred thousand/00).</p> <p><i>The total presumed amount of the tender is established at € 1,582,000.00 (one million five hundred and eighty-two thousand/00), to cover the maximum extent of contract duration, i.e. 7 years.</i></p> <p>This estimate shall be used only in order to establish the overall presumed amount of the tender, since it has been calculated based on variables whose future development cannot be accurately predicted. Especially in the case of the Supply of H/W and/or S/W equipment and materials (C) the presumed amount provided shall not be considered binding on the Institute. In other words, it shall not be construed as a guarantee of the number of items that will actually be purchased during the period of validity of the contract.</p> <p>The amount of the tender shall include all those services envisaged in the Tender Specifications, in the Offer submitted by the Company participating in the tender in the event it contains further improvements, as well as any other direct or indirect cost that may be incurred in the satisfactory supply of the services to be provided.</p>
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Table 1 – Information on the contract

5. Legal obligations to be borne by the Contractor

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

Pursuant to a simple request by the Contracting Authority, the Contractor shall be ready at any moment to provide clear proof of having fully complied with all such obligations.

As far as the services that are the object of these Tender Specifications are concerned, there do not appear to be any risks of interference calling for the adoption of specific safety measures; therefore, it does not

appear necessary to envisage the implementation of DUVRI (the Italian interference risk assessment document, or Documento Unico di Valutazione dei Rischi).

For this reason no further costs have been calculated for safety measures in the event of interference with other procedures or operations. Should such interferences occur, the Contracting Authority shall draw up an interference risk assessment document (DUVRI) and calculate any and all costs to be incurred in the elimination or reduction of such interferences.

CHAPTER II – DESCRIPTION OF SERVICES REQUESTED

Part I – General information

6. Description of services and minimum requirements

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

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

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

A) Maintenance Service

The Maintenance Service for the Institute's LAN/WAN network shall ensure the continuity of networking service provision and existing quality standards. In order to perform this activity the Contractor shall provide the Institute with a single phone number and an e-mail, to which any request for intervention can be addressed. The cost of calling the phone number shall be equivalent to a local call within the Florence city district.

In the event of malfunctioning or breakdown, the Contractor shall intervene in compliance with the SLAs (Service Level Agreements) -- as envisaged in *Annex J – List of LAN network materials* -- which are different according to the function and importance of the equipment.

If, in the event of a breakdown or other type of malfunction, it should become necessary to partially or wholly replace the material affected, all components or parts to be used in such replacement shall guarantee at least the exact same level of functionalities as that of the installed equipment; replacement materials shall be original parts or items, produced by the same manufacturer, and covered by the manufacturer's guarantee. The homogeneity and uniformity of the H/W making up the Institute's network infrastructure is an important asset that the Contracting Authority intends to preserve.

The Contractor undertakes to guarantee that any and all parts and/or components used shall be genuine originals and that revisions shall be in compliance with manufacturer's recommendations.

The Maintenance Service shall also provide for any repair and/or replacement of parts installed on any of the Contracting Authority's premises, regardless of the support that is guaranteed by the manufacturer; in particular, the Contractor shall provide with its own parts, that it holds in stock, for replacement of products declared obsolete, which can no longer be supplied by the manufacturer.

A technical report shall be drawn up at the end of each intervention.

B) On-Site Networking Technical Support Service

The On-Site Networking Technical Support Service is the core activity of the entire service.

This activity shall be carried out through the On-Site presence of one full-time staff member every working day of the year except for the periods when the Institute is closed for holidays (about 35 days – see Annex F), and responsible for the duties described in detail in the paragraphs below.

The Institute further requires that one or more Technicians, members of the Networking Technical Support Team, are made available in order to carry out scheduled interventions outside the On-Site Support Service Team's working hours, or during the periods when the Institute is closed and on weekends, when such scheduled interventions can be carried out without impacting on the normal working activity of the administrative or academic staff.

The Technical Support Team shall be made up of at least three (3) members, so as to ensure that they can alternate and that there can always be replacements On Call if needed (in the event of sickness or leave), and to ensure that all different fields of competence and technical skills are covered.

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

The Technical Team shall be coordinated by the Institute's ICT (Information and Communication Technology) Service's Network Engineer and shall monitor the status of the LAN/WAN network, as well as troubleshooting for problems connected to access and use of the network. The Team shall also carry out any installation of new H/W (switches, access points, etc.) and, where necessary, will interact with the other Services in the Institute or with external suppliers to ensure that such operations are completed successfully.

Each of the Team Members shall fill the same role as the others, so that they are all interchangeable in the activities of support and installation. They will be overseen and managed by a Supervisor, working for the Contractor, who shall periodically liaise with the ICT Service's Network Engineer in order to agree on corrections or improvements to the service provided.

Any staff member working for the Contractor on the Institute's premises must have a car in order to be able to get himself or herself quickly to any one of the Contracting Authority's premises.

Since all written and spoken communications take place in either Italian or English, all members of the Team must have a good knowledge of both languages.

C) Supply of H/W and/or S/W equipment and materials

Throughout the period of validity of the contract that is the object of this procedure, in order to expand and update its network, the Institute requires that the Contractor establish a pre-sales advisory Team, in order to provide technical assessments and cost estimates, rapidly and reliably, in view of the sale of equipment and materials. The Contractor shall specify clearly the sales conditions applicable to the Contracting Authority, as compared to the manufacturer's (Cisco) global price list, for products and solutions that may be of interest, such as are listed by way of an example, and to provide more detailed description, in *Annex K – List of products for H/W and S/W supply*.

D) Technical Support Service On Call

The Technical Support Service On Call shall include a toll-free phone line, or a phone number costing the equivalent of a local call to the city district of Florence, where a technical member of the On-Site Networking Technical Support Service Team can be reached, in the event that the network is not functioning properly or has broken down, at any time after hours or on days when the Contracting Authority is closed for holidays, or over the weekend.

According to the nature of the problem that needs to be solved, the Technician On Call shall intervene by remote access or shall carry out the activity on site.

7. Premises of the Institute and main offices of the On-Site Support Service

In order to be able to provide a high quality service, the main offices of the On-Site Networking Technical Support Team will be located at **Villa Il Poggiolo**, Piazza Edison, 11 - 50133 Firenze (FI), the premises of the Institute's Information and Communication Technology Service. This will enable the technicians to become more closely acquainted with the overall working environment and to be in constant contact with the ICT Service's Network Engineer. The Contracting Authority may move these offices to any other part of its premises, should this become necessary, at any time and at its own discretion.

Each member of the Team must be able to get himself or herself, independently, to any one of the following EUI premises in case of need:

- **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)
- **Complesso di Villa La Fonte**, Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)
- **Complesso Villa Schifanoia – Casale – Villino – 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)
- **Complesso di Villa Salviati – Manica (EUI premises) - Ipogeo (Historical Archives of the European Union)**, Via Bolognese, 156 – 50133 Firenze (FI)

University residential accommodation

- **Flats in Pian del Mugnone**, Via Faentina, 94/b - 50014 Pian del Mugnone (FI)
- **Flats at Ponte alla Badia**, Via Faentina, 384/a - 50133 Firenze (FI)

For this reason all technicians who are members of the Team must have the use of a vehicle capable of getting them to the various premises, including the transport of small packages.

The Contractor further undertakes to provide the services that are the object of this tender procedure to any other premises that the Contracting Authority may acquire in the future.

8. Days and working hours of On-Site Networking Technical Support Service and Technician On Call

The Contractor undertakes to provide the Networking Technical Support Service as follows:

On-Site: On the Institute's work days (about 226 days per year)

Monday to Friday: 9 am to 6 pm, with a lunch break normally taking place between 1 pm and 2 pm.

Technician On Call: Saturdays and Sundays (about 104 days per year) and every day during the Institute's holiday periods (about 35 days per year), from 8 am to 8 pm.

During the Institute's normal work days, from 8 am to 9 am and from 6 pm to 10 pm.

The Institute's working days and holiday periods are listed in detail in *Annex F – Calendar of EUI Holidays for the year 2015*. The Contractor undertakes to request a copy of the Institute's Calendar every year, in order to be able to plan its activities efficiently.

The times listed above are also shown in Table 2 below, for greater clarity.

In order to perform any and all activities that require the interruption of networking services, at the discretion of the Contracting Authority, On-Site scheduled activities may be requested for days when the Institute is closed or outside the working hours of the Networking Technical Support Service (OFF-Hours); these activities shall be performed either for a fee or against compensation in working hours to be recuperated.

Interventions by the technicians for which fees shall be charged will be paid according to "Scheduled OFF-Hours Intervention Hourly Rate" (*Annex E – Economic Offer Form*), whereas for those carried out in OFF-Hours against compensation in working hours the Contractor shall not be entitled to any additional remuneration, but shall accumulate the right to recuperate the hours worked. In order to calculate the number of hours to be recuperated, the Contractor shall specify the coefficient needed to determine the number of hours in the standard working hours period needed to cover one (1) hour's work during the OFF-Hours period (Compensation Coefficient, Annex E). OFF-Hours activities shall be scheduled in agreement with the Contractor and with an advance notice of at least 5 working days.

TIMETABLE FOR THE NETWORKING TECHNICAL SUPPORT SERVICE AND THE ON CALL SERVICE								
Hours	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Institute Closed
Networking Technical Support Service	9am – 1pm 2pm – 6pm	9am – 1pm 2pm – 6pm	9am – 1pm 2pm – 6pm	9am – 1pm 2pm – 6pm	9am – 1pm 2pm – 6pm	N/A	N/A	N/A
On Call Service	8am – 9am 6pm – 10pm	8am – 9am 6pm – 10pm	8am – 9am 6pm – 10pm	8am – 9am 6pm – 10pm	8am – 9am 6pm – 10pm	8am – 8pm	8am – 8pm	8am – 8pm

Table 2 – Timetable for the Networking Technical Support Service and the On Call Service

9. Summary description of the LAN/WAN networking hardware

Networking Technical Support shall ensure that the Institute's academic community and its administrative staff can make full and efficient use of all the network's services, as well as guaranteeing that each and every component of the network is fully operational, as it is configured today and including all its future extensions.

The main product families making up the Institute's LAN/WAN network, both H/W and S/W, are listed below:

Switches

- Cisco Catalyst 2900 XL Series Switches
- Cisco Catalyst 2950 Series Switches
- Cisco Catalyst 2960 Series Switches
- Cisco Catalyst 3500 XL Series Switches
- Cisco Catalyst 3560 Series Switches
- Cisco Catalyst 3560-E Series Switches
- Cisco Catalyst 3560-X Series Switches
- Cisco Catalyst 3750 Series Switches
- Cisco Catalyst 4500 Series Switches
- Cisco Catalyst 4900 Series Switches
- Cisco Catalyst 6500 Series Switches

Routers

- Cisco 3925 Integrated Services Routers

Wireless Controllers

- Cisco 5500 Series Wireless LAN Controllers

Access Points

- Cisco 1240 Series Unified Access Points
- Cisco 1260 Series Unified Access Points
- Cisco 2600E Series Unified Access Points
- Cisco 1532E Series Unified Access Points
- Cisco 2702E Series Unified Access Points

Security/Single SignOn

- Cisco Secure Access Control System

VPN and Endpoint Security Clients

- Cisco VPN 3000 Concentrator

Network Management

- Cisco Prime

10. Interruption of the service

Temporary interruptions of service shall be managed as follows:

a) *Temporary interruption of service due to industrial action by Contractor's staff*

Service continuity shall be guaranteed, even if the staff employed by Contractor is on strike.

If necessary, the Contractor and the Contracting Authority can agree upon organizational solutions of an extraordinary nature. If this occurs, the Contractor shall not be entitled to make any further requests, neither claims of a financial nature, nor demands relating to organizational or contractual issues.

b) *Temporary interruption of service due to technical failures or breakdown*

In case of technical failures or breakdowns affecting the structures, such that the services cannot be provided, Contractor's staff will be entitled to temporarily interrupt standard activities and to agree with the Contracting Authority on alternative organizational solutions to be implemented.

c) *Total interruption of service due to events of force majeure*

Total interruptions of service due to events of force majeure shall not be deemed the responsibility of either Party. For a detailed definition of what is meant by force majeure, see Article II.11 of *Annex H – Draft Contract*.

11. Costs to be borne by the Contractor

Starting from the date on which service-provision begins, the Contractor shall be entirely responsible for all costs relating to any and all compulsory authorizations (ASL – local healthcare unit, Regional administration, Municipality, etc.), licences, duties and taxes necessary for the implementation of the service.

The European University Institute shall be held harmless and hereby rejects any liability to cover any cost, present or future, for permits or authorizations relating to the service described in these Tender Specifications.

The European University Institute shall not be responsible for and will not reimburse any expenses borne by the Contractor in carrying out the duties of this tender.

12. Breaches, non-compliance and penalties

Except for cases in which the law specifies different penalties, the Contracting Authority shall uphold the terms and conditions of these Tender Specifications by applying the penalties envisaged in this Article.

The Contracting Authority shall submit its complaints according to the procedure described in Article I.10 of *Annex H – Draft Contract*.

The entity of the penalty shall be established in relation to the severity of the breach. Two levels of severity have been established, based on the financial entity of the breach.

The Contracting Authority reserves the right to apply the penalties listed below. The following list of breaches shall not be considered an exhaustive list of possible instances of non-compliance. The Institute reserves the right to sanction other behaviours that may affect and/or interrupt the normal provision of services.

1st level: € 250.00

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

2nd level: € 1,000.00

- *for each case of failure to observe strict confidentiality rules regarding facts and circumstances which the Contractor's staff may have become acquainted with in the performance of their duties.*

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

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

Part II – Specific characteristics of the services

13. Maintenance Service (A)

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

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

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

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

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

Waste Electrical and Electronic Equipment (WEEE).

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

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

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

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

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

The Contractor shall use replacement equipment that offers the same level of guarantee and maintenance support that the manufacturer offers for new equipment, as envisaged in section **C - Supply of H/W and/or S/W equipment and materials** in these Tender Specifications.

The Maintenance Service shall be organized in such a manner as to offer the Contracting Authority the expertise and the resources needed to solve – in accordance with the pertinent SLA – any occurrence of breakdown or malfunctioning that may affect any and all of the components used: switches, routers, serial cables, optical fibre, copper cables or cables of any type, electrical and electronic components, or the operating systems of any network equipment (wired or wireless LAN/WAN) installed on the premises of the Institute.

14. On-Site Networking Technical Support Service (B)

The Contractor shall ensure that a technician specialized in networking and telecommunications is present daily on the Institute's premises, for the working hours as detailed in Article 8.

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

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

new H/W (switches, access points) and, where needed, shall cooperate with the other Services in the Institute to ensure that these H/W installations function correctly.

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

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

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

The technician in question shall respond to different types of requests, including:

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

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

First level technical support

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

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

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

PCs or mobile devices.

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

The technicians of this Support Service shall share with both the first level HelpDesk and the other in-house working groups, a common knowledge base. Each technician shall be acquainted, in detail, with the entire network of the Institute, including its architecture, technology and localization, so as to be capable of acting quickly and effectively, solving the problem without further assistance in the majority of cases. Every intervention shall be scheduled in advance, in such a way as to reduce the inconvenience for the end user to a minimum.

Second level technical support

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

The purpose of the second level support service shall therefore be to manage the problems that users may have in relation to the infrastructures described in this document, including

- Structured cabling systems
- Fibre optic connections
- Cisco Catalyst switches for LAN access
- Cisco Catalyst core switches for LAN distribution and routing
- Cisco routers for WAN access
- Wi-Fi Cisco Wireless Lan Controllers and access points
- Cisco VPN Concentrator for remote access
- Wi-Fi and remote authentication Cisco Secure Access Control System (ACS)
- Cisco Prime network management

The detailed description of the hardware/software involved in the elements above is given in Article 9 of the Tender Specifications and in *Annex J – List of LAN network materials*.

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

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

The technicians shall furthermore be capable of diagnosing problems relating to the main authentication and encryption transmission protocols (RADIUS, TACACS+, WPA/WPA2, PAP, MS-CHAP, Kerberos, NTLM),

with special reference to the wireless networks present in the Institute.

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

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

The technicians shall also ensure support to telephone technicians, implementing the correct Quality of Service (QoS) configurations to allow the VoIP platform to function properly.

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

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

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

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

15. Supply of H/W and/or S/W equipment and materials (C)

In order to enhance and renovate the technology of the equipment that makes up the Institute's network, the Contractor shall offer the services of a pre-sales advisory team: this team shall produce technical assessments and cost estimates for the activities and projects that the Contracting Authority intends to implement. This team shall be made up of at least one person with a sales profile and one technical expert with an in-depth knowledge of the technological evolution of products for sale, as described in *Annex K – List of products for H/W and S/W supply*.

The Contractor shall also be required to quantify, in percentage terms, the discount to be granted to the Institute in respect of the unit price shown in the Global price list (Europe, Middle East, and Africa: EMEA) of the Manufacturer (Cisco) for the purchase of new equipment and materials, subdivided into macro-families of products and services, as shown by way of an example in *Annex K – List of products for H/W and S/W supply*.

Genuine and original products

The Contractor undertakes to supply original hardware products and software licences issued expressly by the Manufacturer for the European University Institute. The equipment supplied shall be perfectly suited for the purpose, authentic, factory new, and delivered in its original packaging and coming from authorized sources.

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

the software included with the equipment.

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

In the event that products supplied are found not to be in compliance with the conditions described above, the Contracting Authority shall be entitled to terminate the contract, with no further cost accruing to the Contracting Authority.

16. Technical Support Service On Call (D)

As an extension of the On-Site Networking Technical Support Service (B), the Institute requires that the technicians providing such services on its premises – who therefore have an in-depth knowledge of the Institute's network infrastructure, with all its specific characteristics and localizations – shall be contactable by phone, either through a toll-free line or any other phone number at a cost not exceeding the cost of a local call within the Florence city district, so that they can handle the management of faults or problems affecting the network. Requests for interventions may also concern equipment or parts of the network infrastructure, such as for example copper or optical fibre cable connections, not included in the maintenance contract and/or related to service provided by third parties.

This On Call service shall be active as an extension of the working hours of the On-Site support service, and shall also cover all days when the Institute is closed for festivities and holidays, as well as weekends; and shall be active at the following times:

- Every Saturday and Sunday (about 104 days per year) and every day during the periods when the Institute is closed for holidays (about 35 days), between 8 am and 8 pm.
- On the Institute's normal working days between 8 am and 9 am, and between 6 pm and 10 pm.

The days on which the Institute is open or closed are described more in detail in *Annex F – Calendar of EUI Holidays for the year 2015*. It shall be the responsibility of the Contractor to ask for the Institute's new calendar of holidays every year.

Table 3 sums up the times for which the On Call service is guaranteed:

TIMETABLE FOR THE ON CALL SERVICE								
Timetable	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Closed
On Call Service	8 am – 9 am 6 pm–10pm	8 am – 9 am 6 pm–10pm	8 am – 9 am 6 pm–10pm	8 am – 9 am 6 pm – 10 pm	8 am – 9 am 6 pm–10pm	8 am – 8 pm	8 am – 8 pm	8 am – 8 pm

Table 3 – Timetable of the On Call service

Based on the nature of the problem, the On Call service shall be provided from remote as far as possible, but shall ensure a physical intervention on the Institute's premises whenever this becomes necessary.

On-Site intervention shall be paid for separately, based on an hourly rate that tenderers shall specify in *Annex E – Economic Offer*.

The technicians on call shall preferably be the same technicians that provide the On-Site Networking Technical Support Service at the Institute; should this not be feasible, due to the number of technicians

needed for the On Call support service, or for any other reason, the Contractor shall be responsible for ensuring that each technician on call is suitably trained and updated as to all the technical and logical characteristic features, as well as acquainted with the geographical distribution of the network; and this in-depth training shall be acquired by arranging the cooperation of the On Call technicians with the On-Site support services technicians, planning for them to work together on the premises for at least 40 days throughout the year.

Part III – Staff involved in the service provision

17. Staff

The service envisaged in these Special Tender Specifications shall be provided by the Contractor, under its own liability, and using its own staff.

The Contractor shall entrust the service to persons whose skills, honesty and integrity are proven, and who are capable of correct and irreproachable behaviour, as well as displaying restrained, discreet and polite manners, and who must also show their readiness to collaborate willingly both with the Contracting Authority's in-house staff and with the users to whom the services are provided directly.

All the Contractor's members of staff shall have a good knowledge of Italian and English (both written and spoken) so as to be able to have exchanges via e-mail, telephone and/or in person with external technicians and/or with the Institute's administrative and academic staff.

Staff – Maintenance services, On-Site Networking Technical Support and On Call services

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

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

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

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

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

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

- 1) At least ten years' experience in the networking sector;
- 2) Ability to manage complex projects;
- 3) A constructive and innovative attitude, focusing on finding solutions and seeking consensus;
- 4) Ability to take decisions in critical and unstable situations;
- 5) Knowledge of program/change management and project management;
- 6) Ability to relate to clients at different levels;
- 7) Ability to guide others and a marked service culture;
- 8) Leadership and managerial skills.

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

Staff – Supply of H/W

The pre-sales advisory Team shall be made up of persons of proven experience, with qualifications and certifications relating to the technologies and product families listed in *Annex K – List of products for H/W and S/W supply*. The Contractor shall provide a person from the sales sector (an Account Manager) and an expert network designer capable of fully understanding the needs of the Contracting Authority; this team shall thus be capable of providing information and detailed descriptions of the technical solutions that need to be adopted, as well as providing accurate information on the pricing, thereby giving the Institute cost estimates, including the discount that the Institute is entitled to.

The Account Manager shall furthermore support the Contracting Authority after the sale of the product or of a service, so as to reduce to a minimum any problem that may arise in relation to delivery, installation and product warranties.

The Supervisor of the Networking Technical Support Team and the Account Manager for the Supply of H/W products, appointed by the Contractor, shall ensure that there is constant communication with the Contracting Authority's offices whose task it is to oversee that the service is carried out in a satisfactory manner.

Any communication, including any complaint for non-performance or breaches, submitted by the Contracting Authority to the Supervisor of the Networking Technical Support Team, or to the Account Manager for the Supply of H/W products, shall be considered as submitted to the Contractor directly.

The Contractor shall communicate any and all information relating to activities carried out, to problems identified and to their possible solutions only and exclusively to the Person responsible for the contract and the Reference person appointed by the Institute (see Articles 31-32 of these Tender Specifications).

18. Skills and qualifications: requirements for the Networking Technical Support Team

The members of the Support Team, as well as the Supervisor of the Team, shall each possess at least the following technical skills:

- Excellent knowledge of structured cabled infrastructure, of the Twisted pair (TP) and Optical Fibre types of cables used;
- Excellent knowledge of the physical level, of types of signalling, of means of transmission, of multiplexing techniques, of network and serial interfaces;
- Excellent knowledge of the Open Systems Interconnection (OSI) model;
- Excellent knowledge of TCP/IP protocol;
- Excellent knowledge of unicast, multicast, broadcast transmission methods;
- Excellent knowledge of switching, of spanning tree protocols (STP) for Vlan, Trunking and all related protocols;
- In-depth knowledge of distributed LAN infrastructures;
- In-depth knowledge of WAN (Wide Area Network) distributed geographical network architectures;
- Excellent knowledge of the main routing protocols, especially Enhanced Interior Gateway Routing Protocol (EIGRP) and Border Gateway Protocol (BGP), and redundancy protocols such as Hot Standby Routing Protocol (HSRP);
- Excellent knowledge of the following network services: Domain Name System (DNS), Dynamic Host Configuration Protocol (DHCP), World Wide Web (WWW), Simple Network Management Protocol (SNMP), Network Time Protocol (NTP);
- Excellent knowledge of the following services/protocols for authentication and authorization: Terminal Access Controller Access-Control System plus (TACACS+), Remote Authentication Dial In User Service (RADIUS), Lightweight Directory Access Protocol (LDAP);
- In-depth knowledge of wireless transmission systems, with autonomous and centralized management;
- Excellent knowledge of the authentication and data encryption protocol Wi-Fi Protected Access II Enterprise (WPA2);
- Excellent knowledge of the remote access Virtual private network (VPN) service, of the Internet Protocol Security (IPsec) protocol and of Point-to-Point Tunneling Protocol (PPTP);
- In-depth knowledge of Quality of Service (QoS) in a LAN context for Voice over IP (VoIP) applications;
- In-depth knowledge of network management systems (Cisco Prime);

- Excellent knowledge of the commands of operating systems running on network equipment (Cisco IOS);
- Excellent knowledge of S/W for traffic and packet analysis;
- Knowledge of Windows server and client systems.

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

- Good knowledge of English,
- Excellent knowledge of Italian,
- Specific previous experience of at least 5 years in the Networking sector, and of at least 10 years for the Supervisor,
- A driving licence, category B or higher, valid for Italy.

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

- Cisco Certified Network Associate (CCNA) Routing and Switching certification

The following qualifications are considered optional, but will be taken into consideration in the evaluation that awards points for the final score (see Table 4, Article 27):

- Secondary school diploma from a technical and ICT institution,
- A specialist or Master's university degree in technical and ICT disciplines,
- Cisco Certified Network Associate Wireless (CCNA Wireless) certification,
- Cisco Certified Network Professional (CCNP) Routing and Switching certification,
- Cisco Certified Network Professional Wireless (CCNP Wireless) certification.

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

19. Staff selection process

In order to evaluate accurately the technical skills of each member of the Technical Support Team (including the Supervisor), and also the staff providing the H/W and S/W supply services, the Contractor shall be required to provide the Contracting Authority with detailed information on each person, including at least the following:

- Name and surname of the person, place of residence/address;
- Curriculum Vitae;
- Type of employment contract with the Contractor;
- Professional experience;
- Professional certifications in the pertinent technological areas;
- Type and category of driving licence (only for the technical support team).

All of this information shall be clearly provided in the Technical Report, in a specific chapter describing the staff members who will be involved in providing the services. In this specific chapter, tenderers may include the staff members' CVs and their qualifications (Diplomas, Degrees, Certifications, etc.), and any other document that may be useful in providing relevant information regarding the Tenderer's candidates' qualifications.

Some of this information shall also be included in *Annex G – Candidates' Evaluation Form*, only for the technical support team (including the Supervisor).

Together with the Technical Offer (Annex D), this document contributes to the basic information required in order to determine whether the Tenderer has complied with the minimum threshold of technical admissibility (Article 27).

Every member of the proposed Networking Technical Support Team will also be expected to participate in interviews and/or written and practical tests to assess satisfactorily their technical skills, as described in the Technical Report, and their language proficiency, necessary for the correct performance of all the envisaged tasks.

The exact dates of interviews shall be agreed jointly, together with the tenderers, after the official opening of the Offers. The period envisaged is given in Article 28, "Indicative timeline of the tender procedure".

20. Staff training

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

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

21. General provisions relating to employees

The members of the Networking Technical Support Service Team shall all be employed by the Contractor that is awarded the tender in this procedure. At least five (5) days before the implementation of the contract begins, the Contractor shall provide the Contracting Authority with the following documentation relating to all the staff members that it plans to employ in providing the service:

- a complete list of the names of all the staff members that the Contracting Authority has selected as members of the Support Team, including for each person the place and date of birth, the professional qualifications and all information on the employee's insurance and social security standing;
- a copy of the extract of the Employee Register relating to every staff member who will be involved in the service that is the object of this tender (in Italy, Libro Unico del Lavoro, or LUL);
- copy of the personal employment record book of each of the employees (showing that they are on the payroll);
- disclosure from the Prosecutor's Office and the Criminal Records Bureau showing that no charges are pending against the employee;

- copy of the D.M. 10 form – Receipt for the UNIEMENS form (monthly report to INPS, Italian Social Security agency).

This same documentation shall be submitted by Contractor every time a change occurs in the workforce providing the service, either because an employee needs to be replaced or because further employees are assigned to the service: documentation relating to the new employees shall be submitted within three (3) days from the change.

Should one or more members of the Networking Technical Support Service Team be replaced, the Contractor shall inform the Contracting Authority which reserves the right to interview the proposed replacement(s) before granting its approval.

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

While they are at work providing the service, the members of the team shall display an ID badge and any other means of identification required; they shall be fully informed as to the rules governing the implementation of the Contract and be fully aware of the specific features of the premises where they are expected to provide their services.

The members of the Technical Support Team shall have access to the premises of the Institute and they are required to observe all existing safety and security rules, including the Institute's internal Safety and Security Policy, which can be consulted at: <http://www.eui.eu/About/SafetyandSecurityPolicy.aspx>. The Contractor shall ensure that all employees are fully informed of the provisions in the regulations.

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

All members of staff working on behalf of the Contractor shall observe rules of strict confidentiality regarding facts and circumstances that they may have become acquainted with in the performance of their duties, in full compliance with the existing laws, as well as in observance of the Institute's own internal regulation which can be consulted at: <http://www.eui.eu/AboutTheWebsite/DataProtection.aspx>.

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

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

its violations of the labour laws.

The Contractor declares that it is aware that the EUI's calendar of activities, holidays and vacation periods differs from the national Italian calendar; and it undertakes to observe the EUI's calendar, taking note that the 2015 calendar is included in Annex F.

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

CHAPTER III – SUBMISSION AND EVALUATION OF OFFERS

22. Procedures for submitting an Offer

In order to be able to draw up and submit their technical Offer, all tenderers shall inspect the premises and examine the Institute's network infrastructure that is the object of this tender procedure. Tenderers are required to submit in writing a request to inspect the premises of the Contracting Authority, using the form in *Annex I – Request for Site Inspection*, to the e-mail address ICTS.Tender2@EUI.eu no later than 3 pm on the date given in Table 6 (Article 28, Indicative timeline of the procedure) under the heading "Deadline submission Requests for Site Inspection".

Offers must be submitted in English or Italian. Both the Technical 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:

EUROPEAN UNIVERSITY INSTITUTE
PROTOCOL OFFICE
Via dei Roccettini, n. 9
50014 San Domenico di Fiesole (FI)
Italia

The entire documentation for the bid shall be sent in a sealed package, on pain of exclusion from the tender procedure. The package must be sent via express courier (the date on the delivery slip to the courier shall be considered as the delivery date), 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), no later than **3 pm on 23 June 2015** (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 sent a bid, by writing to the e-mail address ICTS.Tender2@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 strictest 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/2015/002;
- The title: *Open Call for Tenders for the provision of Maintenance Services, Networking Technical Support Services, and the supply of Network Equipment and Materials for the European University Institute*;
- The name of the Tenderer;
- The name and address of the Institute (see above).

The inner envelope must bear, in addition to the name of the Service to which it is addressed, as indicated in these STS, the words 'Bando di gara — Non deve essere aperto dal servizio postale interno'. If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across that tape.

The content of the inner envelope 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 4 paper copies (clearly distinguishable from the original), as well as a digital copy 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 Temporary Grouping of Companies (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 annual amount of the tender for the Maintenance Service (A), On-Site Networking Technical Support Service (B), and Technical Support On Call (D), or € 2,520.00 (two thousand five hundred and twenty/00).

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 tenderer has participated in the Site Inspection:** this declaration shall be issued by the EUI's Reference person for the contract at the end of the inspection. Any tenderer who has not participated in the Site Inspection shall be excluded from the tender procedure.
8. **Copy of the tenderer's Cisco Gold Partner certificate.**
9. **Copy of the tenderer's Anti-Mafia certificate.**

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 4 paper copies (clearly distinguishable from the original), as well as a digital copy 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 descriptions provided in the technical report, as well as to the most detailed descriptions of the candidates being proposed as members of the On-Site Networking Technical Support Team.

The content of the envelope shall be structured as follows:

1. Detailed technical-organizational report describing the management and the provision of the service requested. This report shall not be longer than 50 pages, A4 format, with every element needed for a correct evaluation of the project clearly specified.

The report shall introduce and elaborate on the following topics, on pain of exclusion:

- a. General description and organizational structure envisaged for the Maintenance Service.
- b. General description and organizational structure envisaged for the On-Site Networking Technical Support Team and On-Call Technician service.
- c. General description and organizational structure envisaged for the Team providing the

Supply of H/W products and pre-sales support.

- d. Detailed Curriculum Vitae (CV) for every candidate proposed, with clear indication of the role for which each candidate is being proposed.
 - e. Description of the Company. Certifications and specializations: Advanced Routing & Switching and Advanced Wireless LAN will be considered an advantage. Description and list of similar contracts for maintenance and services that the Company is currently performing (specifying time, place, duration). Give the name of a reference person for each contract listed, in order for the Institute to be able to contact the client.
 - f. A plan for the training, education and updating of the staff members who will perform the services, including a calendar of such activities for the entire duration of the contract.
 - g. Description of any further proposals, providing additions and/or improvements over and above the minimum level as established in these Tender Specifications.
2. The two documents that sum up the content of the bid, Annex D and Annex G, shall be properly filled in and enclosed.

The Technical Offer shall be signed by the Tenderer's Legal representative.

Each and every element of the Technical Offer submitted shall be deemed an integral part of the contract, and the successful Company shall be obliged to comply with it.

The Tenderer must 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 4 paper copies (clearly distinguishable from the original), as well as a digital copy of the Economic Offer, to be detailed in the form Annex E, and signed by the Company's Legal representative.

The Economic Offer must provide a price or a quotation for each service described in Articles 13-16 of these Tender Specifications.

Each Economic Offer submitted shall be assessed in a comparative evaluation together with all Offers received. Scores will be assigned according to the detailed scoring criteria described in Article 27, item 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, providing additional information in support of the Offer, that was not explicitly mentioned as being part of the content of the other envelopes (e.g., brochures, illustrated prospectuses, etc.).

23. Additional 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 to ICTS.Tender2@EUI.eu and sent no later than **3 pm** on **17 June 2015**. Any query or request for clarification received within this deadline will be answered: the queries will be posted, without identifying the sender, together with the answers, on the webpage of EUI Tenders (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 the companies 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. Subsequently, all the companies participating in the tender procedure will be duly informed 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 that may have been 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.

24. 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 22).

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

25. Grounds for exclusion

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

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- b) has been convicted of an offence concerning grave professional misconduct by a final judgment of a competent judicial authority or administrative decision or decisions of international organisations.
- c) is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is

established or with those of Italy being the country of establishment of the Institute or those of the country where the contract is to be performed. This breach needs to have been established by a judgment or administrative decision having final and binding effect in accordance with the legal provisions of the country in which the economic operator is established or of Italy being the country of establishment of the Institute.

- d) has been the subject of a final judgment for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or other forms of trafficking in human beings or any other illegal activity, where such illegal activity is detrimental to the Institute's financial interests.
- e) has been in serious breach of a contract financed by the Institute or has been the subject of an offense of serious irregularity established by a final judgment of a competent judicial authority or administrative decision.
- f) is subject to an administrative penalty for being guilty of grave professional misconduct, or for having made substantial errors or committed irregularities or fraud, or has been declared to be in breach of its obligations under contracts covered by the Institute's budget (Article 41 of the EUI's Public Procurement Regulation (President's Decision No. 44/2014 of 5 December 2014)).

Except for cases provided for in point (d) above, the Institute may decide not to exclude the economic operator where it can provide evidence that it has taken remedial measures to demonstrate its reliability.

The Institute may also provide for a derogation from the mandatory exclusion provided in point (c) where an exclusion would be clearly disproportionate, in particular where only minor amounts of taxes or social security contributions are unpaid or where the economic operator was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions at such time that it did not have the possibility of taking measures as to demonstrate its reliability before expiration of the deadline for submitting its tender.

Furthermore, tenderers in the following situations shall also be excluded:

- a) where they are in a situation of conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest, including conflicting professional interests; at present or occurred over the past 5 years.
- b) of not immediately notifying the EUI of any situation considered a conflict of interest or which could give rise to a conflict of interest.
- c) has been granted, sought, attempted to obtain or accepted any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in as much as it is an incentive or reward relating to award of the contract.
- d) has undertaken to undertake to unduly influence the decision-making process of the EUI or obtain confidential information that may confer upon them undue advantages in the procurement procedure.
- e) has undertaken to enter into agreements with other candidates and tenderers aimed at distorting competition.
- f) has undertaken to deliberately provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.
- g) has deliberately provided misleading information that may have a material influence on decisions

concerning exclusion, selection or award.

- h) has provided inaccurate, insincere and incomplete information to EUI within the context of this procurement procedure.

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

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

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

26. Selection criteria

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

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

General requirements

- a) Enrolment in the Chamber of Commerce, Industry, Arts and Crafts Registry of Companies (CCIAA), or in an equivalent registry in the country where the Company has its official and legal headquarters, registered as practicing business activities in the field that is the object of this tender procedure, or at least a field that is consistent with the object of the tender.
- b) Certified as a Cisco Gold Partner, with validity lasting throughout the duration of the service to be provided.
- c) Anti-mafia certificate.
- d) To be in compliance with the provisions aimed at legalising the position of undeclared employees (Individual legalization plans - Piani Individuali di Emersione).
- e) To be in compliance with all obligations relating to the payment of social security and insurance contributions in favour of its employees, in full observance of existing legislation; and to apply the employment conditions envisaged in the sector's national collective labour agreement.
- f) To be in compliance with the labour regulations applicable to people with disabilities.
- g) To undertake, in the event it is awarded the tender, to provide any and all required documentation in order to prove that it is fully up-to-date in its payment of social security and insurance contributions (e.g., through a DURC certificate), in compliance with existing legislation.
- h) Declaration confirming that it has taken note of all general, particular and local circumstances, barring none, and of all other elements which may directly or indirectly influence the performance of the service, or the calculation that has led to the Offer submitted with its bid; and that this Offer is profitable, and that the Company undertakes to hold said Offer valid and binding for one-hundred-and-eighty (180) days, starting from the deadline for submission of its bid.

Technical, economic and financial capacity requirements

- i) To be in possession of two (2) bank references from prime banks, or financial companies included in the registers of authorised brokers, issued after the date of the Invitation to tender and the publication of these Tender Specifications, proving that Tenderer has always met its economic and financial obligations punctually and regularly.
- j) To be in possession of the necessary insurance certificates for the life of the contract. These will include as a minimum:
 - i. Public Liability Insurance: - minimum of € 5m

- ii. Employer's Liability Insurance: - minimum of € 5m
- iii. Professional Indemnity Insurance: - minimum of € 5m
- k) To be in possession of a full set of company accounts (audited if applicable) that cover the last three years of trading or for the period that is available if trading for less than three years, for the **organisation submitting this tender**. Please ensure it is a signed copy of the full accounts and NOT an abbreviated version.
- l) A statement of the organisation's turnover and profit & loss position for the most recent full year of trading (or part year if full year not applicable) and an end period Balance Sheet, **where this information is not available at (k)**.
- m) **Where (l) cannot be provided**, a statement of the organisation's forecast turnover and profit & loss position and cash flow forecast for the current year and a bank letter outlining the current cash and credit facility position.
- n) To have performed *Maintenance services, On-Site Networking Technical Support services, On-Call Technician services*, in Italy or elsewhere, in the period 2012/2013/2014.
- o) To have performed, over the past three calendar years (2012-2013-2014), *Maintenance services, On-Site Networking Technical Support services, On-Call Technician services*, similar to those that are the object of this tender procedure, for an amount, excluding VAT, of at least € 378,000.00 (three hundred seventy-eight thousand/00) for the overall three-year period, also providing a list of the more important services, including the sum, the duration and the recipient, attaching copies of the certificates of due performance (in the case of a consortium and/or TGC, this requirement must be possessed to the value of at least 60% by the lead company and/or mandate holder).
- p) To be in possession of or to have initiated the procedure to obtain the following certifications or equivalent qualifications (do not attach the certificates, indicate the name of the certifying body and the certificate registration data pertaining to the qualification obtained, or information necessary to verify and evaluate any equivalent qualifications):
 - i. Quality Management Systems **ISO 9001:2008**;
 - ii. OPTIONAL: Social Responsibility **SA 8000:2008**.

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

In the case of a TGC and/or consortium, the requirements listed under points (a) to (m) must be possessed by each one of the companies making up the grouping and/or consortium.

On the contrary, the verification of requirements listed under points (n) to (p) will be performed considering the TGC and/or consortium as a single entity. Therefore, these requirements may be possessed either by a single company or by the individual companies that make up a consortium or are members of a temporary grouping of companies.

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

27. Award criteria

Only the Offers that meet all the requirements listed in Article 26 above, "Selection Criteria" shall be eligible for the next stage of the procedure, the technical and qualitative evaluation. The Offers that are

awarded at least the minimum technical score (the threshold of technical suitability is 35/60) will be eligible for the final stage, the economic evaluation.

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

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

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

$$P \text{ offer} = P \text{ economic evaluation} + P \text{ technical evaluation}$$

The tenderer whose offer obtains the highest final score is the tenderer who will be awarded the contract.

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 can also be affected by a comparative analysis in relation to the other offers submitted, then the Committee will assign a score at its own discretion, providing motivations for its evaluation.

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

To evaluate the methodological, technical and qualitative aspects of the service and the technical and linguistic preparation of the candidates, points will be assigned as shown in Table 4 below up to a maximum of 60.

For each item in Table 4, the evaluation committee will assign at its own discretion a score from 0 to the maximum indicated in the table, on the basis of the degree of compliance with the requirements of the STS.

To determine the score for the skills and competences of the On-Site Technical Support service staff members (the Support Team), the proposed candidates will be further examined in individual interviews and/or in practical tests, in order to evaluate their specific skills, as listed in Article 18.

These interviews shall verify the candidates' level of technical and ICT competence, as well as their language skills, in order to confirm that they possess the skills reported in their CVs.

ON-SITE NETWORKING TECHNICAL SUPPORT SERVICE					
DESCRIPTION				MAXIMUM SCORE	
A1	Procedures and methodology proposed for the provision of the services requested				15
	A1.1	Description and organization of the Maintenance service		4	
	A1.2	Description and organization of the On-Site Networking Technical Support service and the On-Call Technician service		4	
	A1.3	Description and organization of the Team providing the Supply of H/W products and pre-sales support		3	
	A1.4	Description of the Company and list of similar maintenance and support services provided for other clients		4	
A2	Qualifications of the Support Team				26
	A2.1	Technical competences and skills		12	
	A2.2	Previous professional experiences		7	
	A2.3	Academic training and certifications		7	
A3	Interviews with Support Team members				14
	A3.1	General evaluation		10	
	A3.2	English and Italian language proficiency		4	
A4	Training plan for staff members				2
A5	Improvements and/or additional services proposed				3

Table 4 – On-Site Support Team services

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

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

B – AWARDING OF POINTS IN RELATION TO PRICE OFFERED

The highest score available for the price offered is 40 points. These points will be awarded based on the prices offered, on the percentage of discount, and on the compensation coefficient between OFF-Hours and standard working hours, that the tenderers specify in their offers.

The scores, calculated according to the formulae shown below, will then be rounded off to the second decimal figure, if necessary.

In general, the procedure adopted shall consist in calculating the proportional ratio between the best offer received and that proposed by every other tenderer; on this basis, each item shall be awarded some of the 40 available points, established according to the importance that the Contracting Authority attributes to the nature of each service or product supply.

The overall 40 points shall be subdivided as follows:

- **A Maintenance Service:** 10 points
- **B On-Site Networking Technical Support Service:** 10 points
- **C Supply of H/W and/or S/W equipment and materials:** 12 points subdivided as shown in the table

below, “Discounts for product families: weighting”

- **D On-Call Technician Service:** 5 points
- **E Hourly cost of On-Site intervention by On-Call Technician:** 1 point
- **F Hourly cost of scheduled OFF-Hours intervention:** 1 point
- **G Compensation coefficient between OFF-Hours and standard working hours:** 1 point

The formula that shall be applied for **Maintenance Service** is the following:

$$A = 10 \times \frac{\text{Best price}}{\text{Offered price}}$$

A = points (score) awarded for the item **Maintenance Service**.

The formula that shall be applied for **On-Site Networking Technical Support service** is the following:

$$B = 10 \times \frac{\text{Best price}}{\text{Offered price}}$$

B = points (score) awarded for the item **On-Site Networking Technical Support service**.

The formula that shall be applied for **Supply of H/W and/or S/W equipment and materials** is the following:

$$C = C1 + C2 + C3 + C4$$

C = points (score) awarded for the item **Supply of H/W and/or S/W equipment and materials**.

Where the values of C (C1, C2, C3, C4) shall be calculated based on the weighting factor assigned to each product family, as shown in Table 5.

Product Families	C1 SWITCHES, INTERFACES, MODULES AND ROUTERS	C2 WIRELESS	C3 SECURITY AND SYSTEMS MANAGEMENT	C4 VOICE AND UNIFIED COMMUNICATIONS
Weighting factor	4	3	2	3

Table 5 – Weighting factors for the discounts offered on product families

Ci values (C1, C2, C3, C4) shall be calculated according to the following formula:

$$C_i = \text{Weighting factor} \times \frac{100 - \text{Highest discount}}{100 - \text{Offered discount}}$$

The formula that shall be applied for **On-Call Technician** is the following:

$$D = 5 \times \frac{\text{Best price}}{\text{Offered price}}$$

D = points (score) awarded for the item **On-Call Technician**.

The formula that shall be applied for **Hourly cost for On-Call intervention On Site** is the following:

$$E = \frac{\text{Best price}}{\text{Offered price}}$$

E = points (score) awarded for the item **Hourly cost for On-Call intervention On Site**.

The formula that shall be applied for **Hourly cost for scheduled OFF-Hours intervention** is the following:

$$F = \frac{\text{Best price}}{\text{Offered price}}$$

F = points (score) awarded for the item **Hourly cost for scheduled OFF-Hours intervention**.

The formula that shall be applied for **Compensation coefficient between OFF-Hours and standard working hours** is the following:

$$G = \frac{\text{Lowest coefficient}}{\text{Offered coefficient}}$$

G = points (score) awarded for the item **Compensation coefficient between OFF-Hours and standard working hours**.

The final score awarded to each tenderer for the economic evaluation will be the sum of the points awarded in the separate sections (A + B + C + D + E + F + G), as described in this Article.

28. Indicative timeline of the tender procedure

Description	Date
Launch of the tender procedure	25 May 2015
Deadline submission Requests for Site Inspection	5 June 2015, 3 pm
Site Inspection	10 June 2015
Deadline submission queries and clarification requests	17 June 2015, 3 pm
Deadline submission of Offers	23 June 2015, 3 pm
Interviews with Candidates	6 - 16 July 2015

Results communicated	between 1 and 16 September 2015
Contract signed	September 2015

Table 6 – Indicative timeline of the tender procedure

29. Obligations after being awarded the tender

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

1. a performance bond equal to 10% of the mean annual 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 H);
2. certified true copies of all certificates presented as documentation for the tender procedure.

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

CHAPTER IV – FINAL PROVISIONS

30. General information

All aspects of the tender procedure shall be performed in compliance with the Institute's internal regulations, and especially in accordance with High Council's Decision No.5/2014 amending Title V of the EUI's Financial Rules regarding Public Procurement, and with the President's Decision No.44/2014, both of which are available on the EUI's website: <http://www.eui.eu/About/Tenders/Index.aspx>.

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

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

31. Person responsible for the contract

The Contracting Authority appoints the Director of the Institute's ICT Service as Person responsible for this

tender procedure and contract.

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

32. 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 Network Engineer of the ICT Service shall serve as Reference person for this contract. Among other tasks, the Reference person shall:

- act as contact person for all operational exchanges with the Contractor, through the Supervisor of the Networking Technical Support Team or the Account Manager for the Supply of H/W products, appointed by the Contractor;
- follow up and act on requests for interventions in cases when it becomes necessary to introduce changes and/or new provisions, during the implementation of the contract;
- oversee the correct performance of the service and verify the results;
- where necessary, and on the basis of serious and proven motives, demand that a member of the Contractor's staff be removed from the premises and replaced, providing justification for the request;
- propose to the Director of the ICT Service the application of penalties and, if necessary, the termination of the contract;
- manage and check all invoices issued by the Contractor, initialling them in approval.

33. Transition plan

Within six months from the signing of the Contract, the Contractor shall provide a plan detailing how it proposes to hand over the service to the in-house organization or successive supplier at the termination of the Contract. The plan should include arrangements for knowledge transfer, in particular the documentation of infrastructure and procedures. This plan shall subsequently be updated by the Contractor every three months.

34. Final provisions and annexes

These Special Tender Specifications consist of 34 Articles, covering 38 pages, plus 11 Annexes (Annexes A – K), 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" Form
- C. "Declaration on Honour" Form
- D. "Summary of Technical Offer" Form
- E. "Economic Offer" Form
- F. Calendar of EUI Holidays - 2015
- G. "Candidates' Evaluation" Form
- H. Draft Service Contract
- I. Request for Site Inspection
- J. List of LAN network materials for maintenance purposes
- K. List of products for H/W and S/W supply

Signature of Legal Representative

Company's stamp