



BANCA D'ITALIA  
EUROSISTEMA

---

Il presente documento è conforme all'originale contenuto negli archivi della Banca d'Italia

Firmato digitalmente da

This notice in TED website: <http://ted.europa.eu/udl?uri=TED:NOTICE:214611-2011:TEXT:EN:HTML>

**I-Rome: financial transaction processing and clearing-house services  
2011/S 129-214611**

**CONTRACT NOTICE**

**Services**

**SECTION I: CONTRACTING AUTHORITY**

**I.1) NAME, ADDRESSES AND CONTACT POINT(S)**

Banca d'Italia

via Nazionale, 91

Contact: Servizio Elaborazioni e infrastrutture - Divisione Acquisizione beni e servizi informatici  
00184 Roma

ITALY

E-mail: [seli.dabsi@bancaditalia.it](mailto:seli.dabsi@bancaditalia.it)

Fax +39 0647928426

**Internet address(es)**

General address of the contracting authority [www.bancaditalia.it](http://www.bancaditalia.it)

**Further information can be obtained at:** As in above-mentioned contact point(s)

**Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained at:** As in above-mentioned contact point(s)

**Tenders or requests to participate must be sent to:** As in above-mentioned contact point(s)

**I.2) TYPE OF THE CONTRACTING AUTHORITY AND MAIN ACTIVITY OR ACTIVITIES**

Other Ente Pubblico non economico (non-economic public body)

Other Central Bank

The contracting authority is purchasing on behalf of other contracting authorities Yes

**SECTION II: OBJECT OF THE CONTRACT**

**II.1) DESCRIPTION**

**II.1.1) Title attributed to the contract by the contracting authority**

Open procedure for licensing the T2S Connectivity Services (G858 010/10).

**II.1.2) Type of contract and location of works, place of delivery or of performance**

Services

Main place of performance Rome and Frankfurt am Main.

**II.1.3) The notice involves**

A public contract

**II.1.4) Information on framework agreement**

**II.1.5) Short description of the contract or purchase(s)**

Banca d'Italia, acting as contracting authority under a mandate from the Eurosystem Central Banks (ECB/2011/5), is launching this open procedure for the granting of two Licences to provide connectivity services to the entities directly connected to the Target2 Securities Platform, as specified in the present "Contract Notice".

Banca d'Italia carries out the selection procedure in its own name and interest as well as in the interest of the Eurosystem Central Banks and will sign the Licence Agreement with the selected network service providers in the name and interest of the Eurosystem Central Banks.

The purpose of this procedure is to award up to two Licences to Network Service Providers for the operation of connectivity services to the T2S Platform to be remunerated solely by the fees and prices applied to the Directly Connected T2S Actors, as in the case of a service concession. Hence, Directive 2004/18/EC of the European Parliament and of the Council (hereinafter the "Directive") and Italian Legislative Decree 163/2006 (Code on public works, public service and public supply contracts, hereinafter the "Code") shall be applicable only to a limited extent (see Articles 17 and 3 of the "Directive" and Article 30 of the "Code").

Nevertheless, on the basis of Article 30 of the "Code", the principles governing public contracts and of the EU Treaty are applicable also to the service concession. The contracting authority has decided to follow the rules set down in the "Code" as a general guideline also for the present award procedure, especially for the rules that can be considered an application of the EU Treaty and of public contract principles.

The Licence and the Licence Agreement shall have an Initial Term (as defined in Licence Agreement, Art. 17.1) ending seven (7) years after the Go-Live Date (as defined in Licence Agreement, Art. 1.1). The duration of the licence and of the Licence Agreement ("Initial Term") may be extended twice by one year ("Additional Term", as defined in Licence Agreement, Art. 17.2).

Such Licence will be awarded to a maximum of two Network Service Providers. The number of Licences may at any time be increased at the Eurosystem's own full discretion. Candidates should note that the Eurosystem intends to provide the T2S Actors with the possibility to obtain direct access to T2S through the public internet mainly for the purpose of exchanging small volumes of data with T2S and for contingencies, for example in the event of a Network Disaster. Its provision falls outside the scope of this procedure.

The candidates should also note that the T2S Actors shall have the option to connect to the T2S Platform via a Dedicated Link.

A Dedicated Link is a mechanism to exchange data between the T2S Actors and the T2S Platform, whereby the provider of services via the Dedicated Link will only provide basic Connectivity Services. Regarding the provision of these basic connectivity services, the Eurosystem is considering two alternative options:

1. A provider of basic connectivity services (the DL-NSP) will be selected on the basis of a formal process and will act as a single concentrator for data traffic to and from the T2S Actors making use of a Dedicated Link, whereby such T2S Actors will either make use of the connectivity services of the DL-NSP, or will request a provider of their choice to interconnect with that provider. The DL-NSP will have to provide access points at least in the T2S data centres (see description in annex 1 to the Awarding Rules). The Eurosystem will apply the full-cost-recovery principle in relation to costs necessary to implement and manage these access points and to manage the communication with the T2S Actors. The Eurosystem will not bear any costs necessary for a T2S Actor to reach these access points.

2. The Eurosystem will provide directly end-to-end connectivity services via a network that the Eurosystem already uses for data communication between EU Central Banks (and with a few non-EU Central Banks and international public organisations). This network has access points distributed all over Europe. The Eurosystem will apply the full-cost-recovery principle in relation to costs necessary to implement and operate the Dedicated Links between the T2S Platform and the data centres of the T2S Actors. The Eurosystem acknowledges that the general principles of EU Competition Law apply to the provision of such services by the Eurosystem.

In order to allow the T2S Platform to communicate with the systems of the Directly Connected T2S Actors via a Dedicated Link, the Eurosystem will make use of the same "Data Exchange Protocol" (DEP) and the "WebSphere MQ" transport protocol as the one required for the Network Service Provider, as described in the Technical Requirements (attachment 1 to the Licence Agreement).

The procedure and these services are further specified in the "Awarding Rules" as well as in the "Technical Overview of the T2S environment" (Annex 1), in the "Licence Agreement" and its Attachments (Annex 2), in the "Awarding Model" (Annex 4) annexed to the "Awarding Rules", of which they are integral and substantive parts, and in the "Administrative documentation and models" (Annex 3).

In the event of any conflict or inconsistency between relevant provisions of the Contract Notice, the Awarding Rules and its Annexes, the Contract Notice shall prevail over any relevant provision of the Awarding Rules and the Awarding Rules shall prevail over its Annexes.

II.1.6) **Common procurement vocabulary (CPV)**

66172000

II.1.7) **Contract covered by the Government Procurement Agreement (GPA)**

No

II.1.8) **Division into lots**

No

II.1.9) **Variants will be accepted**

No

II.2) **QUANTITY OR SCOPE OF THE CONTRACT**

II.2.1) **Total quantity or scope**

The object of the procedure is the granting of up to two Licences enabling each selected Network Service Provider to design, implement, deliver and operate its own connectivity solution intended to exchange business information securely, in the ISO 20022 standard, between the Directly Connected T2S Actors and the T2S Platform, in compliance with the technical specifications and requirements described in the Annexes to the "Awarding Rules".

No Network Service Provider may hold more than one Licence at the same time.

II.2.2) **Options**

Yes

description of these options: The Banca d'Italia reserves the right to extend twice the duration of the Licence and of the "Licence Agreement" by one year at the end of the Initial Term.

Number of possible renewals 2

II.3) **DURATION OF THE CONTRACT OR TIME-LIMIT FOR COMPLETION**

Starting 1.2.2012. Completion 22.9.2021

**SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION**

III.1) **CONDITIONS RELATING TO THE CONTRACT**

III.1.1) **Deposits and guarantees required**

The offer must be accompanied by an undertaking issued by an authorised bank or financial intermediary or insurance firm, to provide, if the candidate is awarded a Licence, a Guarantee against non-performance or inexact performance of the "Licence Agreement".

This Guarantee must be provided by the Network Service Provider by means of a bank guarantee or insurance policy (see "Awarding rules", paragraph 3) before signing the "Licence Agreement", to guarantee, throughout the entire duration of the Licence Agreement, the performance of all obligations arising out of the "Licence Agreement" and its Attachments or relating to the "Licence Agreement", for a value of 5 000 000 EUR.

The Guarantee shall also cover the payment of the penalties that may be applied on the basis of the relevant "Licence Agreement" provisions.

The Guarantee must expressly include a waiver of the right of exhaustion of the principal debtor's property, a waiver of any requirement that the Eurosystem or the Banca d'Italia exhaust any right or take any action against the Network Service Provider or any other person or any collateral securing the guaranteed obligations or that the Eurosystem or the Banca d'Italia initiate or conduct enforcement proceedings against the Guarantor. The Guarantee must also provide a legal opinion confirming the effectiveness of the Guarantee within fifteen days at the simple request of the Banca d'Italia.

The Guarantee shall be executed in the cases and for the amounts indicated in the "Licence Agreement" and its Attachments.

III.1.2) **Main financing conditions and payment arrangements and/or reference to the relevant provisions regulating them**

III.1.3) **Legal form to be taken by the group of economic operators to whom the contract is to be awarded**

Groups of economic operators as indicated in Art. 34 of the Code or in accordance with the legislation of the respective member states may submit bids. Such groups may be already established or not yet established. A group not yet established must submit a commitment to appoint a specified lead firm that shall be the sole point of contact for the administrative and financial management of the "Licence Agreement". All members of the group (i.e. lead firm and all other members) shall be jointly and severally liable vis-à-vis the contracting authority. A firm can not participate as an individual and as a member of a group.

The rules stated in paragraph 4 of the "Awarding Rules" shall apply.

III.1.4) **Other particular conditions to which the performance of the contract is subject**

No

III.2) **CONDITIONS FOR PARTICIPATION**

III.2.1) **Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers**

Information and formalities necessary for evaluating if requirements are met: The candidate shall be excluded in case of non compliance with one of the conditions set out in Articles 36, par. 5, 37, par. 7, 49, paragraph 8, of the Code. The candidate must also meet, on pain of exclusion, all the participation requirements provided in the Article 38 of the Code.

In addition to the above mentioned cases the candidate shall be excluded from the selection procedure if:

a) it has been declared guilty of any duly ascertained bid-rigging practices - such as submitting an offer with uneconomic pricing or that in other ways contains terms unacceptable by the buyer – with the purpose of eliminating competition or causing market distortions;

b) it has non been arranged a comprehensive preventive system in accordance with the legislative Decree 81/2008; or however do not complies with the relevant legal provisions of the country in which the firm has its registered office or with the legal provisions to which the firm is in any way subject;

c) it has not been executed the payment of the contribution fee of 500,00 EUR due to the Italian Public Contracts Supervisory Authority according to Article 1, par. 65 and 67, law n° 266/2005.

The candidate shall also be excluded in case of non compliance with the requirements set forth in Art. 37 of Italian Law Decree 78/2010 amended and ratified by Law 122/2010 and in accordance with the Decree of the Italian Ministry of Economy and Finance of 14th December 2010.

The candidates must declare that they are not in any of the personal situations listed above, preferably by completing and signing Annex 3/A (or Annex 3/C) and Annex 3/B annexed to the "Awarding Rules" and providing the evidence requested therein. In the case of groupings, subcontractors and reliance on other firms, each member firm must fulfil the abovementioned conditions. If the circumstances listed above arise in the course of the procedure, the candidate concerned shall inform the Banca d'Italia thereof without undue delay.

**III.2.2) Economic and financial capacity**

Information and formalities necessary for evaluating if requirements are met: — An authenticated copy of the last three annual certified financial statements or,  
— A statement, certified by a competent accountant or auditor, specifying the amount of own funds and the level of indebtedness, calculated according to internationally accepted accountancy standards. If the candidate is a subsidiary or a branch, this statement will be accompanied by a guarantee, issued by the entity at which level the annual accounts are consolidated, that it will provide all necessary financial support to the candidate, allowing the latter to continue offering the required services during a minimum period of two years, both to the Eurosystem and to any of its customers (Directly Connected T2S Actors).

For the purposes of participation the requirements may be demonstrated according to Annex 3 of the Awarding Rules.

For the purposes of Art. 48 of the Code, the documents to prove such requirements shall be delivered within 10 working days from the receipt of the Banca d'Italia's request.

Minimum level(s) of standards possibly required a) The value in own funds in the last three annual certified financial statements has been at least 150 000 000 EUR.

b) The candidate has a level of indebtedness of no more than 150 %, calculated as the ratio of total debts to own funds.

**III.2.3) Technical capacity**

Information and formalities necessary for evaluating if requirements are met:

Compliance with the technical capacity shall be demonstrated by means of references issued by the clients of the candidate, attesting the performance of service of financial messaging in the last three years.

For the purposes of participation the candidates may attest the requirements possession according to Annex 3 to the Awarding Rules.

For the purposes of Art. 48 of the Code, the documents to prove such requirement shall be delivered within 10 working days of receipt of the Banca d'Italia's request.

Minimum level(s) of standards possibly required

At least three references, each one having a total turnover in the last three years of at least 1 million euros in the provision of connectivity services and/or data transmission services.

**III.2.4) Reserved contracts**

No

**III.3) CONDITIONS SPECIFIC TO SERVICES CONTRACTS**

**III.3.1) Execution of the service is reserved to a particular profession**

No

**III.3.2) Legal entities should indicate the names and professional qualifications of the staff responsible for the execution of the service**

No

**SECTION IV: PROCEDURE**

**IV.1) TYPE OF PROCEDURE**

**IV.1.1) Type of procedure**

Open

**IV.1.2) Limitations on the number of operators who will be invited to tender or to participate**

**IV.1.3) Reduction of the number of operators during the negotiation or dialogue**

**IV.2) AWARD CRITERIA**

- IV.2.1) **Award criteria**  
Lowest price
- IV.2.2) **An electronic auction will be used**  
No
- IV.3) **ADMINISTRATIVE INFORMATION**
- IV.3.1) **File reference number attributed by the contracting authority**  
G858 - 010/10
- IV.3.2) **Previous publication(s) concerning the same contract**  
No
- IV.3.3) **Conditions for obtaining specifications and additional documents**  
Payable documents No
- IV.3.4) **Time-limit for receipt of tenders or requests to participate**  
30.9.2011
- IV.3.5) **Date of dispatch of invitations to tender or to participate to selected candidates**
- IV.3.6) **Language(s) in which tenders or requests to participate may be drawn up**  
English.
- IV.3.7) **Minimum time frame during which the tenderer must maintain the tender**  
Duration in days 540 (from the date stated for receipt of tender)
- IV.3.8) **Conditions for opening tenders**  
Date: 10.10.2011 - 14:00  
Place  
Frascati (Roma), via Luigi Einaudi.  
Persons authorised to be present at the opening of tenders Yes  
One delegate from each firm or group or consortium which has participated in the procedure, as indicated in paragraph 7 of the "Awarding Rules".

**SECTION VI: COMPLEMENTARY INFORMATION**

- VI.1) **THIS IS A RECURRENT PROCUREMENT**  
No
- VI.2) **CONTRACT RELATED TO A PROJECT AND/OR PROGRAMME FINANCED BY EU FUNDS**  
No
- VI.3) **ADDITIONAL INFORMATION**  
This notice is issued on the basis of the decision of the Banca d'Italia to "determine on contract" prot. No 575168/11. The number of the CIG (identification code) is 295201717E.  
The officer of Banca d'Italia responsible for the procedure is Mr. Andrea Cividini, head of the "Elaborazioni e Infrastrutture" Department. For all matters not provided in this notice express reference is made to the "Awarding Rules" and its Annexes, which form part of the notice itself and which are published on the websites [www.bancaditalia.it](http://www.bancaditalia.it) and [www.ecb.europa.eu](http://www.ecb.europa.eu).  
On pain of exclusion from the procedure, the offer must be submitted in a single parcel sealed with sealing wax, adhesive tape or equivalent means in such a way as to render evident any tampering with the content and such a parcel must bear the name or corporate name of the candidate (as detailed in the Awarding Rules for groups) and the caption "Open procedure for licensing of the T2S Connectivity Services (G858 10/10)" or equivalent statements which make clear the purpose to participate to this selection procedure. On pain of exclusion the

parcel shall contain two separate envelopes, which must be properly sealed as noted above and must bear the following captions: "Administrative and Technical documentation" and "Economic offer".

The documentation concerning the offer has to be drafted in English.

The "Administrative and Technical documentation" envelope must contain:

1) the administrative documentation specified in letters A, B, C, D, E and F of Annex 3 of the Awarding Rules (see pages 1 and 2 Annex 3) preferably in conformity with the forms provided in Annex 3/A, 3/B and 3/C; the documents and declarations provided in letter A) and F) of Annex 3 shall be issued on pain of exclusion. 2) a copy of the "Licence Agreement" and its Attachments and of the "Technical Overview of the T2S environment" initialled on each page and at the end to signify full acceptance; an outline description of the technical proposal and of the characteristics of the connections that shall be provided if a Licence is awarded, to be used for information and clarification.

The documents, on pain of exclusion, must be signed by the candidate's legal representative or by a person with specific powers of signature in the name and on behalf of the candidate (demonstrated by the enclosure within the "Administrative and Technical documentation" envelope of an authenticated copy of the documentation attesting to such powers of signature). The declarations issued on the basis of the Presidential Decree N° 445/2000 must also be accompanied, on pain of exclusion, by a photocopy of the signatory's identity document (e.g. passport) as indicated in the Awarding Rules.

The self-attested declaration referred to in Form B of Annex 3 must be submitted by the subjects indicated in the "Awarding Rules" and in Annex 3 for individuals or groups (as indicated in paragraph 4 of the "Awarding Rules"). Candidates may subcontract and/or rely on the capacities of other entities: in such cases they have to present the documentation indicated in paragraphs 5 and 6 of the "Awarding Rules".

The "Economic offer" envelope must contain: on pain of exclusion, the economic bid, duly signed, drafted in conformity with the model set out in Annex 4 of the Awarding Rules and the Business Plan drafted in conformity to par. 2.3 of the Awarding Rules.

The parcel must be delivered, on pain of exclusion, before the time specified in IV.3.4 of this "Contract Notice" to: Banca d'Italia - Servizio Elaborazioni e infrastrutture - Divisione Acquisizione beni e servizi informatici - Via Nazionale 91 - 00184 Rome (Italy).

Every supplementary information and/or request for clarifications must be sent to the contact points indicated in point I.1, according to the formality indicated in the "Awarding Rules", paragraph 2.5, by the end of the fifth working day before the expiry date in point IV.3.4.

The Candidates must pay to the Italian Public Contracts Supervisory Authority the contribution fee of 500,00 EUR according to the terms and modalities indicated in Annex 3 of the Awarding Rules.

Pursuant to Art. 46, par. 1bis, of the Code a candidate shall be excluded in the following cases: i) the content and the origin of the offer are totally uncertain, due to the lack of signature or other essential elements; ii) the parcel or the envelopes are not intact or properly sealed, so that it may be deemed, according to factual circumstances, that the secrecy of the offer is no longer ensured; iii) the legal requirements set out in the Code, in the Presidential Decree 5.10.2010, n° 207 or in other applicable laws are not fulfilled.

At any moment the Banca d'Italia may request from the candidates information about the offer and assign a deadline to reply.

The award procedure shall be carried out by a selection Panel appointed by the Banca d'Italia after deadline for the submission of the offers.

All the Panel's decisions shall be formally communicated — through the Banca d'Italia — to the candidate(s) concerned. Pursuant to Art. 81 of the "Code", the Banca d'Italia reserves the right to not award one or even all the two licences if the bids received are not deemed to be adequate or convenient, upon a proposal by the



Panel. The contracting Authority, if necessary, may postpone the date of the "Licence Agreement" signature. Such postponement shall be promptly communicated.

The Connectivity Services to be provided by the Network Service Providers are strictly dependent on the establishment of the T2S Platform which is still in progress, therefore the Licences shall not be awarded if the T2S project fails in the course of this selection procedure and the candidates shall not have any claim against the Eurosystem Central Banks or the Banca d'Italia. Should the failure of the T2S project occur after the end of the selection process, the Licences shall be immediately revoked and the selected Network Service Providers shall not have any claim against the Eurosystem Central Banks or the Banca d'Italia, except to the extent required by Italian mandatory law.

In any case, all the costs sustained for participation in this selection procedure shall be born solely by the candidates.

The final award and the Licence therein incorporated may be revoked in the case of:

- untruthfulness of the self-attested declarations or ascertained failure to fulfil the participation requirements or in case of loss of the essential requirements by the Network Service Providers,
- unsuccessful completion of the Proof of Concept Test according to Art. 4.4 of the "Licence Agreement" with consequent award to the candidate ranked highest in the ranking list behind those which were awarded a Licence,
- failure to deliver the Guarantee provided in par. III.1.1 and in par. 3 of the Awarding Rules,
- termination of the "Licence Agreement" according to Article 17 of the said Agreement,
- sudden occurrence of public interest reasons, modifications of the factual situation – including the failure of the T2S project – or new evaluation by the Eurosystem of the original public interest.

In such case, the selected Network Service Providers shall not have any claim against the Eurosystem or the Banca d'Italia except to the extent required by mandatory law. The contracting Authority reserves the right to execute a public draw in the case of bids offering the same amount and to award to the candidate ranked highest in the ranking list behind those which were awarded a Licence in the case of unsuccessful completion of the Proof of Concept Test according to Art. 4.4 of the "Licence Agreement".

The "Licence Agreement", in Art. 22, contains an arbitration clause. The Network Service Provider shall have the right to reject such clause within 20 days of notification of the award (Art. 241 of the "Code").

#### VI.4) **PROCEDURES FOR APPEAL**

##### VI.4.1) **Body responsible for appeal procedures**

Tribunale Amministrativo Regionale (TAR) del Lazio  
Roma  
ITALY

##### VI.4.2) **Lodging of appeals**

Precise information on deadline(s) for lodging appeals: Any claim to the Tribunale Amministrativo Regionale must arrive within 30 days of the notification or communication of the act contested, or within 30 days of the time when the person concerned obtains full knowledge of such act, or within 30 days of the date of expiration of the term of publication (if this is required by law or regulation), for acts for which individual notification is not required.

##### VI.4.3) **Service from which information about the lodging of appeals may be obtained**

##### VI.5) **DATE OF DISPATCH OF THIS NOTICE:**

6.7.2011