



REAL ESTATE AND FACILITIES SERVICE

**OP/EUI/REFS/2015/005**

Special tender specifications for the in-house management of the  
European University Institute Print Shop

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**YEAR 2015**

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## CHAPTER I GENERAL INFORMATION REGARDING THE TENDER

### Article 1 – Definitions

“Company” and “Contractor” mean the company to which the tender has been awarded, and to which the supply of services object of this Special Tender Specifications (S.T.S.) is entrusted.

“Contracting Authority” and “Purchaser” mean the European University Institute, which entrusts the services object of this Special Tender Specifications to the Company.

### Article 2 – Object of the tender

The present call for tenders concerns the in-house management of the European University Institute internal Print Shop located in Via San Domenico 5 Firenze, that manages the production of printouts and documents by the administrative and academic departments of the Institute as better identified in Article 8 of these Special Tender Specifications.

The above service must be rendered by the Company awarded with the tender, at its own risk and by its own autonomous organization, according to the terms of the present Special Tender Specifications, the Letter of Invitation and the documentation produced by the Company in its bid.

### Article 3 – Duration of the tender

The duration of the contract is established as 5 (five) years from the date of the adjudication of the tender.

At the expiry date of the contract, should the Contracting Authority not yet have awarded the service for the subsequent contractual period, the Company will be obliged to extend its service for a period of no more than 6 (six) months, at the same contractual conditions as were applicable at the date of contract expiry.

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

### Article 4 – Estimated value of the tender

The presumed value of the contract for a period of five (5) years is estimated at € 475.000,00 (fourhundredseventyfivethousand/00), excluding V.A.T.

The above estimate of the value of the tender has been calculated on the basis of the average annual cost (€ 95.000,00) borne by the EUI over the last five years (2010 – 2014) for this type of service.

More specifically, such estimate includes the cost of the in-house personnel employed at the EUI Print Shop, the cost of photocopies and colour and black and white prints and that of printing paper, the all-inclusive rental of black and white and colour photocopiers provided by the Company for the production of print jobs, the all-inclusive rental of the digital platform processing the online requests submitted by final users, the provision of a desktop publishing area at the disposal of the in-house personnel, the routine and

emergency maintenance of the machines loaned for use by the Institute and the cost of all the necessary supporting materials (papery, toner, glue, library binding tape, points, spirals, etc.) and the expenses related to the maintenance of the premises as listed in Article 8.2 of these S.T.S..

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

### **Article 5 – Increases and decreases in service requirements**

The Contracting Authority, during the period of validity of the contract, reserves the right to renegotiate some of the conditions of the contract in agreement with the Company, in accordance with Article II.8.1 of the draft contract (Annex G). In particular, the number of copies and black and white and colour prints identified in the tender documents might be revised.

As a consequence of the aforementioned changes, the overall value of the tender may be proportionally changed without exceeding 50% of the amount of the initial contract, taking into account the fees and the cost per copy offered at tender.

### **Article 6 – Payment arrangements and Regular price revision**

The Contracting authority will make payment within 60 (sixty) days of receipt of invoice, in accordance with the arrangements specified in Articles I.4 and II.15 of the draft contract (Annex G).

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

### **Article 7 – Obligations to be borne by the Contractor**

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

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

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

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

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

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

## CHAPTER II

### DESCRIPTION OF THE SERVICES REQUESTED

#### Article 8 – Description of the service and minimum requirements

##### **8.1 OBJECT OF THE SERVICE**

The object of the present “in-house outsourcing” service is the production of all printed material needed by the Contracting Authority. The articles which follow detail the characteristics and the content of this service, whereby the Company supplies and maintains its own equipment, maintenance of machinery loaned for use by the EUI, of the software application for the submission of printing requests and supplies consumables including paper-based support as needed, technical support and staff.

In order for bidders to better understand the type of works provided by the EUI Print Shop, a list summary of the kind of documents produced in 2014 indicating, as an illustrative yet not binding example, the quantity and requested finishing is contained in Annex J and, in addition, a paper samples catalogue will be available for consultation at the site inspection.

Considering the peculiar researching activities pursued, the Institute, with regard to the production of some type of institutional print jobs that cannot be produced in its internal Print Shop, reserves the right to turn to suppliers different from the Company that will be awarded with the tender, without this affecting the estimated value of the object of this procurement procedure. These kind of print jobs are identified in Annex M and, although the candidates are requested to provide an estimation, they will not affect the evaluation of the submitted economic offers.

In view of the type of performances and the high quality of the service requested , it is deemed necessary that at least one worker is employed at the EUI Print Shop full time, 8.30 until 17.30, from Monday to Friday, on pain of exclusion from the call for tenders.

Should the personnel made available for undertaking the service not be deemed enough, the Company will increase its number as far as it is necessary in order to guarantee the time and manners of execution of the service with no additional costs for the Institute.

In occasion of the preparation of the working documentation for the High Council and Budget committee, that usually take place twice per year and/or in case of special institutional events, the Company is required to provide the telephone number of an operator that is available to guarantee, in the need of the hour, the continuity of the service after the regular working schedule.

The bidding price offered for the volume of copies produced by the Print Shop and is intended as an all-inclusive ‘per copy’ price, including recycled and/or natural paper, for an annual number of passages

estimated at about 2.000.000 (two millions) copies and/or prints, of which 1,600,000 (one million sixhundredthousand) for b/w production and 400,000 (fourhundredthousand) for colour production.

The bidding price offered is to include:

- the installing and transport of the equipment supplied by the Company at the start of contract;
- the uninstalling and removal of the equipment supplied by the Company at the end of contract;
- the use of the equipment and machinery provided by the Company;
- the supply and maintenance of the software application, as described in point 8.4 below, for the procession of print requests;
- routine and emergency maintenance of all the equipment and machines belonging to the Contracting Authority and loaned for use to the Company to perform the service;
- the removal of all waste/spent materials (for example: toner, developer, etc.), deriving from the use of the equipment, and they must be disposed of in compliance with current legislation regulating the transportation of toxic and harmful waste;
- the presence of at least one operator as detailed in art. 8.3 below;

With the aim of reducing the number of passages, the quantities of copies and/or prints indicated in the previous paragraph should keep into account the optimization of the print formats by using the step and repeat function for providing the layout.

At the end of the year, the company awarded with the tender will have to consider, for the purpose of calculating the total number of copies and prints produced in the period in question, the compensation between the volume of copies and prints produced in black and white and those produced in colour.

The Company will perform its duties in order to guarantee a constant and adequate level of the service provided.

Should the responsible officer of the Contracting Authority judge the quality of a job produced not compliant with the request and /or not sufficient, this product may be refused and must be done again at no additional cost for the Institute.

The Company will switch off, at the end of the day, all the machinery present in the Print Shop, on pain of a penalty as foreseen at Article 11 of these S.T.S.

By the 5th day of the following month, the tenderer will produce a purpose-designed monthly report (importable into a Microsoft Excel environment) summarizing the overall output of the previous month, broken down by individual user, group or cost centre, which supplies all information useful to the Contracting Authority to monitor the volume of the contractual work performed. The responsible officer of the Institute must be able to access and download such reports.

The Institute reserves the right to not proceed with the payment of the copies that are not duly documented in the reports.

The overall quality of the service will be measured according to quality audits performed at predetermined dates, to be agreed at a later date between the two parties. The results will be examined jointly with the Company, so that corrective measures can be taken where necessary.

Quarterly, and in any case any time it appears necessary, there will be meetings among the Contracting Authority's representatives, the Print Shop staff and the Company's representatives, to audit the correct performance of the service and/or any shortcomings in the service which may have emerged.

### **8.2 - PREMISES**

The Contracting Authority will grant the Company, for the rendering of the contracted services, the use in bailment of the premises located in Via di San Domenico 5 (Florence), whose area is about 90 square meters, for the entire duration of the contract. The premises are compliant with current legislation and contain the equipment detailed in Annex L and are furnished with all necessary fixtures and fittings.

At the moment the award of the tender is formalized, the Contracting Authority will deliver the keys to the premises and will keep a copy for the cleaning staff or so that their own employees can access them if necessary or for other safety and security reasons.

The Company will bear all expenses for electricity, cleaning, telephone bills and maintenance of the premises estimated at € 60 per square meter.

Should the Contracting Authority deem it possible, the above mentioned premises and the equipment given on loan for use, once all work relative to the tendered services is completed, may be used by the Company for jobs outside the tender during the hours from 7 a.m.-8 p.m. In any case, it is strictly forbidden to print or publicize any material that is illegal or abusive or that could damage the Institute's image. Merely as an example, this prohibition covers anything to do with pornography, paedophilia, paedopornography and politics.

### **8.3 - PERSONNEL**

The service must be managed directly by employees of the Company, who have been adequately trained and have at least two years' prior experience working for a similar or comparable service, proven on their curriculum. Knowledge of English language is a plus.

The Company must assign to the service people who will behave in a suitable, reserved, correct manner, and who are cooperative towards other people and in particular towards users.

While on duty, Company personnel must be in possession of a special identification badge and any other means by which they can be recognized; they must know the ways in which service is to be performed and aware of the environments in which they will be required to work.

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

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 will provide for a replacement within 10 (ten) working days, and such a replacement will not give rise to any further expenditure for the Contracting Authority.

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

The Contractor is further liable for the personal safety of its employees: it will provide members of its staff with all necessary information and training, and will 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.

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

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

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

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

#### **8.4 – MACHINERY REQUIREMENTS AND SOFTWARE APPLICATION FOR THE SUBMISSION OF PRINTING REQUESTS**

##### ***Photocopiers***

The service management of the Print Shop will be carried out by using machinery fulfilling, pain the exclusion from the call for tenders, the requirements envisaged by the legislation on security in force at the time of submission of the tender and the rules that might entry in force during the validity of the contract. The materials used by the machinery must be non-toxic and un-harmful for the health of the users. The photocopiers that the Company intends to install must guarantee high qualitative standards and be able to handle daily production peaks of 30.000 (thirtythousand) copies which may occur during the period of validity of the contract.

Considering the rapid development of technology in this field, the Contractor will guarantee that all the machinery and software applications implemented correspond to the most technologically advanced models on the market and are the most adequate and compatible with the needs of the Contracting Authority.



Concerning the removal of all waste/spent materials (for example: toner, developer, etc.) deriving from the use of the equipment, the Company will guarantee to be compliant with the requirements envisaged by the current legislation regulating the transportation of toxic and harmful waste and display, on request of the Institute, the declaration of correct discharge of waste according to the related legislation.

The machinery used by the Company will be properly fitting in the premises loaned for use by the Contracting Authority.

All expenses relative to the moving, maintenance and repairs and replacement of the machines/equipment etc. will be borne by the Company.

**Software Application for the submission of printing requests**

Requests to the Print Shop must be sent via a software application with a web interface visible to all the Institute's users in Intranet through their browser.

**The software currently in use is Digital Store Front licenced by EFI, whose functions are better described in Annex N. In case the candidate propose the use of a different kind of software from the above mentioned, then it should allow migration and management of the overall current database including the implementation of several of the most used default models (business cards, front covers for thesis, handouts, etc.).**

In particular, the software must allow:

- submission of requests for digital jobs (PDF, RTF, etc.) or jobs with variable data, showing the requester all the print options (black and white, colour, single or double-sided), all finishing options (single side-stapling, double side stapling, central stapling, etc.) and the final format (A3, A4, A5, etc.). The requester must be able to visualize the cost of the job requested. The application must allow a specific cost to be assigned to each option (printing in black and white, in colour, stapling, paperback binding, type of support, etc.), so that the overall cost will change according to the options chosen. The amount of these costs will be duly defined in agreement with the Contracting Authority;
- submission of jobs with several attachments, with a facility for the user to access pre-prepared forms (for example, front cover for theses, guide covers, etc.) and enter their own data in the specific fields with predefined fonts and visualize on-screen the final layout, with the font size which reduces automatically according to the quantity of data entered. Allow the submission of requests for institutional business cards, via an application which prepares the model as a graphic facsimile of the final print version, where the user can enter their own data directly, with the font size which reduces automatically according to the quantity of data entered and see the final layout on screen;
- submission of requests for jobs involving paper documents, for which the user will be allowed to print a copy of the submission request to be attached to the document, that will be delivered to the Print Shop by the EUI internal post service;
- submission of requests of payment allowing to specify the centre of cost of the requester;
- the approval or rejection of requested print jobs submitted by the Institute's responsible officer, with automatic, customizable e-mail notice to the requester or to other users;
- online monitoring of the status of the print job submitted by the user (job accepted, refused, in progress, etc.);
- possibility to insert in the system the initial quantities of pre-printed documents and check the level of the related stockpile.

The Company will undertake, at its own expense and with its own hardware and software, the preparation and activation of their proposed informatics solution, guaranteeing its compatibility with the Contracting Authority's technological environment and informatics infrastructure, as well as undertaking all necessary routine and emergency maintenance, without any additional charges for the Contracting Authority.

The Company will take into account the average and maximum size of print jobs and size the software and the disc space necessary to the servers accordingly.

Moreover, the Company will train the Contracting Authority's users as far as the entering of requests in the company portal is concerned, and on using the forms, handling notification of service problems and whatever else may be necessary to the proper functioning of the service.

The Company agrees to provide all the H/W and S/W updates in order to guarantee the quality of the service. It is the Company's responsibility to assure that the offered technical solutions are compliant with the technological evolution of the clients and the infrastructure of the Contracting Authority, in a timely manner, with no additional costs for the Institute.

#### **8.5 – THE UNINSTALLING AND REMOVAL OF THE EQUIPMENT SUPPLIED BY THE COMPANY AT THE END OF CONTRACT**

At the expiration of the contract, or when it is terminated by the Contracting Authority, the Company is bound to uninstall and remove all the equipment and machinery supplied at its own expenses, with no additional costs for the Institute, and to return, within 2 days from the expiration/termination date of the contract, of the premises used for providing the service in the same condition as they were at the start of the contract, except for regular time deterioration.

#### **8.6 – EQUIPMENT AND MACHINERY LOANED FOR USE BY THE CONTRACTING AUTHORITY**

The equipment and machinery present in the Print Shop premises are loaned for use by the Contracting Authority to the Company awarded with the tender in order to provide the service object of this procurement procedure. All the equipment and machinery, as described in detail in Annex L, are in compliance with the minimum security requirements foreseen by the current legislation and in good maintenance conditions.

The Company will undertake the routine and emergency maintenance of the afore-mentioned equipment and machinery, in accordance with any major change in the current the legislation on security that may occur during the period of validity of the contract.

#### **8.7 MANNER AND TIMING FOR FULFILLING PRINTING REQUESTS**

Printing requests are submitted to the Print Shop by using the appropriate digital platform, or by paper copy or by memory support devices such as CD, DVD, Pendrive, etc.

The manner of meeting requests, which users can see when they submit their requests, are split into three different categories:

- **Urgent** - From the moment of approval by the responsible officer of the Contracting Authority, the jobs must be completed within 1 (one) working day;
- **Average** - From the moment of approval by the responsible officer of the Contracting Authority, the jobs must be completed within 3 (three) working days;
- **Low** - From the moment of approval by the responsible officer of the Contracting Authority, the jobs must be completed within 5 (five) working days;

In case of high urgency, the request will be notified straight to the coordinator of Print Shop and it will be fulfilled within 4 (four) hours.

The current timing for fulfilling the requests submitted to the Print Shop is the following:

- 40% of print jobs are produced and delivered in 2/3 days;
- 30% of print jobs are produced and delivered in 1 day;
- 30% of print jobs are produced and delivered in within a day's time.

In case of requests submitted by digital/electronic format, the timing for fulfilling the requests starts running from the actual receipt of the file by the personnel of the Print Shop and ends by the moment the Print Shop operator drops the finalised print job in the outward mailbox of the Print Shop from where it will be collected and delivered to the requester by the internal postal service of the Institute.

In case of requests submitted by paper format, the timing for fulfilling the requests starts running from the actual receipt of the documents by the personnel of the Print Shop and ends by the moment the Print Shop operator drops the finalised print job in the outward mailbox of the Print Shop from where it will be collected and delivered to the requester by the internal postal service of the Institute.

Both in case of submission by paper or digital/electronic format, the reception of the request for a print job will be assessed by the issue of a receipt taking note of the date and time of arrival of the documents at the Print Shop, the name of the requester, the place of delivery, the date and time of the deposit in the outward mailbox of the Print Shop from where it will be collected and delivered to the requester by the internal postal service of the Institute.

In case of malfunctions or interruptions of the software application, that allows users to send requests for print jobs to the Print Shop, the Company will intervene within 2 (two) hours from the notification in order to reactivate the functionality of the service.

Whether the timing for reactivation of the functionality of the software application is longer than usual, even because of reasons that do not depend from the personnel provided by the Company, the latter should set up, in agreement with the responsible officer of the Contracting Authority, an alternative system allowing final users to submit their printing requests to the Print Shop.

### **8.8 – BASIC INFORMATION ON THE CONTRACTING AUTHORITY'S INFORMATICS INFRASTRUCTURE**

To assist bidders in the formulation of project proposals, below is some basic information relative to the European University Institute's informatics infrastructure, in particular, the various types of operating systems and servers present and the types of connection between the different buildings.

#### **CLIENTS**

Operating systems present on E.U.I. Personal computers and laptops:

- Microsoft Windows 7 (Professional) SP1
- Microsoft Windows 10
- Citrix Receiver Client (ICA) 4.1
- Linux Ubuntu 15.0.4
- Apple MAC OS X 10.9 – Maverick
- Apple MAC OS X 10.10 – Yosemite

### **SERVERS**

List of servers present in the Institute:

- VMWARE Virtual Infrastructure 5.5
- Microsoft Windows Server 2008R2/2012R2
- Citrix XenApp for Windows Enterprise Edition 6.5
- Linux – Red Hat
- Microsoft System Center 2012 R2 Configuration Manager (SCCM 2012 R2)

### **NETWORKING**

Network Protocol: TCP/IP

Machine room Badia – Villa San Paolo connection:

- Link laser 100 Mbps
- Backup by telephone line 8 Mbps

Machine room Badia – Villa il Poggiolo connection:

- Telephone line 8Mbps

All the other seats of the EUI are connected to the star point of the machine room located in Badia Fiesolana in optical fibre through 100 Mbps link.

### **REMOTE ACCESS**

- VPN (CISCO -Radius) Connection

## **Article 9 – Service Manager and back-up centre**

The Company will name a Service Manager, whose name and personal details will be notified to the Contracting Authority upon the signing of the contract. The Service Manager is responsible of the service object of these S.T.S. and of the implementation of the necessary actions aimed to guarantee the respect of the requested performances and of the monitoring of the expected standards of the service provided and of the management of the possible malfunctions that may arise during the period of validity of the contract.

The Service Manager must be an employee of the Company and will act as the sole interface for the responsible officer of the Contracting Authority.

Furthermore, the Company will name at least one suitable back-up service centre (back-up Print Shop) situated in Florence that is able to satisfy any and all document production requirements, especially whether emergency situations arise such as the EUI Print Shop rooms being unfit for use or temporarily unable to cover the whole reproduction process and/or guaranteeing the expected standard levels set up in these S.T.S.

The aforementioned back-up centre must be equipped with adequate machines and equipment which can cover the whole reproduction process: from pre-printing to offset printing, digital printing both in colour and black and white, and finishing (sorting, spiral binding, paperback binding, thread binding, etc.).

## **Article 10 – Delivery of premises, equipment and machinery**

The Contracting Authority will grant the Company the use in bailment of adequate premises for the entire duration of the contract for the rendering of the contracted services. The premises are provided with the equipment and machinery listed in Annex L; the Company agrees to keep the premises and the related equipment and machinery in excellent conditions.

The Company will undertake routine maintenance of the above mentioned premises and routine and emergency maintenance of the equipment and machinery stored in it; the Institute reserves the right to check their conditions at any time.

Upon expiry of the contract, the Company undertakes to return the premises and related machinery and fixtures and fittings, all of which must be in perfect state of cleanliness, maintenance and functioning, taking into consideration the normal wear and tear due to its use whilst performing the service.

During the lifetime of the contract, should damage be caused to structures, equipment, or fixtures and fittings due to incompetence, carelessness or failure to carry out maintenance, the amount of damage will be estimated and charged fully to the Company. The Contracting Authority will access the caution money referred to in Article 19 of the present Specifications in such cases.

The Company, representing itself and its assignees through whatever reason, irrevocably undertakes as of now and for the entire duration of the contract, never, for any reason or cause, to change the use to which the facilities are put, on pain of termination of the contract, unless the Contracting Authority directs otherwise, and within the limits that the latter may specify.

### **CHAPTER III**

## **BREACH OF CONTRACT AND PENALTIES**

### **Article 11 – Breach of contract and penalties**

Without prejudice to other actions the law provides for, the Contracting Authority reserves the right, to safeguard the conditions laid out in the present Specifications, to apply the penalties specified in the present article, in addition to claiming reimbursement of any extraordinary expenses which it may have had to face to ensure the regular functioning of its own activities.

Any application of penalties will be preceded by regular notification of breach of contract, in response to which the Company will have the faculty to present its justifications within 5 (five) calendar days from receiving notification of the claim. After 5 (five) days, or if the justifications are deemed unsatisfactory, the Contracting Authority will proceed to deduct the amount of the penalty directly from the fees due for the month in which the action is taken; should there be no credit, the sum will be deducted from the performance bond; in the latter case, the Company will have to restore the final caution money to its full value within 10 (ten) days.

- 1) In the case of delayed delivery or non-delivery according to the requirements expressed by the user in the job request, the following penalties will apply:
  - 1.1. for delays or failure to deliver comprising between 3% and 6% of the overall monthly requests, the Company will correspond to the Contracting Authority a penalty of 6% of the value of the quarterly lease (V.A.T. excluded);

- 1.2. for delays or failure to deliver comprising between 7% and 10% of the overall monthly requests, the Company will correspond to the Contracting Authority a penalty of 10% of the value of the quarterly lease (V.A.T. excluded);
  - 1.3. for delays or failure to deliver comprising over 10% of the overall monthly requests, the Company will correspond to the Contracting Authority a penalty of 15% of the value of the quarterly lease (V.A.T. excluded); should this breach recur twice in the same semester, the Contracting Authority reserves the right to terminate the contract and claim compensation for damages;
- 2) Should the final product not correspond to the specifications defined in the request, for reasons not depending from the Contracting Authority or force majeure, the Company, in addition to doing the work again within one working day and without any further charge, will be subject to the following penalties:
- 2.1. for non-conformity found in 3% - 6% of the overall monthly requests, the Company will correspond to the Contracting Authority a penalty of 6% of the value of the quarterly lease (V.A.T. excluded);
  - 2.2. for non-conformity found in 7% - 10% of the overall monthly requests, the Company will correspond to the Contracting Authority a penalty of 10% of the value of the quarterly lease (V.A.T. excluded);
  - 2.3. for non-conformity found in over 10% of the overall monthly requests, the Company will correspond to the Contracting Authority a penalty of 15% of the value of the quarterly lease (V.A.T. excluded); should this breach recur twice in the same semester, the Contracting Authority reserves the right to terminate the contract and claim compensation for damages;
- 3) Except in cases of force majeure, whether the personnel is not present at the Print Shop or trackable during the agreed office hours as set up in these S.T.S., a penalty of Euros 100,00 (onehundred/00) for each missing working hour will apply;
- 4) In case of failure to turn off of the machinery in use at the Print Shop at the end of the working day, a penalty of Euros 200,00 (twohundred/00) will apply;
- 5) In case of removal of waste and spent materials (toner, developer, cartridges, packaging, etc.) not in compliance with the legislation in force, a penalty of Euros 500,00 (fivehundred/00) will apply;
- 6) Should the software application supplied to users to dispatch their jobs to the Print Shop present malfunctions or stoppages which are not corrected within 60 (sixty) minutes from receipt of notification of the same, the Company will be subject to the following penalties:
- 6.1. if, in the course of one month, between 3 and 7 malfunctions or stoppages as defined above are recorded, a penalty of Euros 200,00 (twohundred/00) will apply;
  - 6.2. if, in the course of one month, between 8 and 15 malfunctions or stoppages as defined above are recorded, a penalty of Euros 400,00 (fourhundred/00) will apply;
  - 6.3. if, in the course of one month, over 15 (fifteen) malfunctions or stoppages as defined above are registered, a penalty of Euros 800,00 (eight hundred/00) will apply; should there be two of such breaches in the same semester, the Contracting Authority reserves the right to terminate the contract and claim compensation for damages;

## CHAPTER IV

### EXCLUSION, SELECTION AND AWARDING CRITERIA

#### Article 12 – Exclusion criteria

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

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning grave professional conduct by a final judgment of a competent judicial authority or administrative decision or decisions of international organisations;
- c) is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of Italy being the country of establishment of the Institute or those of the country where the contract is to be performed. This breach needs to have been established by a judgement or administrative decision having final and binding effect in accordance with the legal provisions of the country in which the economic operator is established or of Italy being the country of establishment of the Institute;
- d) has been the subject of a final judgment for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or other forms of trafficking in human beings or any other illegal activity, where such illegal activity is detrimental to the Institute's financial interests;
- e) has been in serious breach of a contract financed by the Institute or has been the subject of an offense of serious irregularity established by a final judgment of a competent judicial authority or administrative decision;
- f) is subject to an administrative penalty for being guilty for grave professional misconduct, or for having made substantial errors or committed irregularities or fraud, or have been declared to be in breach of their obligations under contracts covered by the Institute's budget (Article 41 of the EUI's Public Procurement Regulation (President's Decision No. 44/2014 of 5 December 2014));
- g) has a conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest, including conflicting professional interests; at present or occurred over the past 5 years;

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

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

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

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

#### Article 13 – Selection criteria

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

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

**General requirements**

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

**Technical, economic and financial requirements**

- h) To be in possession of two bank references from prime banks, or financial companies included in the registers of authorized brokers, issued after the date of the Invitation to tender and the publication of these Tender Specifications, proving that the Tenderer has always met its obligations punctually and regularly, and that Tenderer possesses the economic and financial capacity to perform the services that are the object of this tender; Whether the Company can provide only one bank reference, it is necessary for its Legal Representative to submit an appropriate explanation on this matter;
- i) Having realized for the last three years (2012/2013/2014) a total turnover no lower than €950.000,00 (ninehundredfiftythousand/00) VAT excluded;
- j) To have performed, over the past three years (2012-2013-2014), similar services to that object of this tender. The tenderer is required, for the main services performed in that period, to provide the object of the related tender, the total amount, the duration and the name of the contracting authority (public or private). Please, attach copies of the certificates of due performance released by the aforementioned contracting authorities.

In the case of a TGC and/or consortium, the requirements listed under points (a) to (h) 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 (i) to (j) 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.

**Article 14 – Awarding criteria**

Only the Offers that respect the criteria indicated at Article 12 and meet all the requirements listed in Article 13 above shall be eligible for the next stage of the procedure, the technical and qualitative evaluation. The Offers that are awarded at least the minimum technical score (the minimum threshold of technical suitability is 35/60) will be eligible for the economic evaluation.

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

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

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

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

**A – Assigning points for technical, methodological and organizational aspects of the service**

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

	TABLE I - EVALUATION	MAXIMUM SCORE
<b>A1</b>	<b>ORGANIZATIONAL SYSTEM OF THE SERVICE</b>	<b>55</b>
	<i>The score will be assigned according to Points 1, 2 and 3 of the technical offer (Annex E). The maximum score of 55 points will be given as it follows:</i>	

	Organization of the service and profile of the proposed personnel	30
	Equipment and machinery proposed by tenderers	15
	Print Shop back-up centre	10
<b>A2</b>	<b>IMPROVEMENT OF THE SERVICE</b>	<b>5</b>
	<i>The score will be assigned according to Point 4 of the technical offer (Annex E).</i>	

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 Special Tender Specifications.

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

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

### **B – Awarding of points in relation to the price offered**

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

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

The following formula will be applied:

$P = 40 \times \frac{\text{Minimum price}}{\text{Price offered}}$
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The final score for each bidder will be determined by the sum of the single points awarded as described in this Article.

### **Article 15 – Award requirements**

The successful tenderer, on the date established by the Contracting authority, for the purposes of the final award, must:

1. pay a final deposit equal to 10% of the estimated contractual value of the commercial bid, provided as a guarantee of compliance with the obligations inherent to and resulting from the contract, to be paid according to the modes described under Article I.4.3 of the Draft Contract (Annex G);
2. provide certified true copies of all certificates presented as documentation for the tender procedure;
3. submit copies of the requested insurance policies;
4. in the case of a TGC and/or consortium, provide the TGC/consortium act and the special collective mandate with representation conferred to one party of the TGC/consortium who acts as proxy.

If the successful Company does not promptly comply with the obligations above, does not submit all the requested documents or does not provide proof that they meet the requirements for the tender, namely that the proof is not considered conforming with the declarations made at the time of the bid, the Administration reserves the right to declare the bid lapsed and to award the contract to the next bidder on the ranking, or to launch a new call for tender, without prejudice to further costs incurred by the Contracting authority to be charged to the bidder at fault. Under these circumstances, the provisional deposit paid by the Company at fault will be withheld and the sanctions provided by the regulations in force shall apply.

Should the assessment of the items above result in a positive outcome, the bidder will be awarded the contract and formally invited to sign the contract.

### **Article 16 – Site Inspection**

Under penalty of exclusion from the call for tenders, the interested companies must appoint a Legal Representative or a proxy appointed by said Representative, who will conduct an inspection to assess the premises used and the equipment and machinery loaned for use by the Institute.

In accordance with the principle of fair and equal treatment and information, the inspection will be carried out on **21st September 2015** during a meeting scheduled at **10.00 (CET)** at Villa Il Poggiolo, Piazza Edison 11, 50133 Firenze. For the reasons mentioned above no other visit will be allowed after this date and time. Any changes to the date will promptly be posted on the Institute's website <http://www.eui.eu/About/Tenders/Index.aspx>

To this end, bidders are invited to send the inspection request form "Request for inspection" (Annex H) and a copy of any proxy documents to the Real Estate and Facilities Service by 12.00 (CET) of **18th September 2015** via mail at [inforefs@eui.eu](mailto:inforefs@eui.eu). The original copy must be handed to the Institute's Representative who will accompany them on the day of the inspection.

## CHAPTER V FINAL PROVISIONS

### Article 17 – General information

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

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

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

### Article 18 – Person responsible for the contract

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

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.

### Article 19 – Reference person of the contract

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

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

### Article 20 – Final provisions and annexes

These Special Tender Specifications consist of 20 articles, cover 21 pages plus 13 Annexes, each and every one of them being an integral part of these Special Tender Specifications; by signing these STS, the Company is also formally expressing its approval and acceptance of the Annexes as well.

#### Annexes:

- A. Checklist
- B. Self-Certification form



Open call for tenders for the in-house management of the European University Institute Print Shop  
OP/EUI/REFS/2015/005

- C. Declaration on honour
- D. Calendar of EUI Holidays - 2015
- E. Technical offer
- F. Economic offer
- G. Draft contract
- H. Inspection request
- J. Type of works performed by the EUI Print Shop
- K. Planimetry of the EUI Print Shop premises
- L. List of machinery loaned for use by the EUI
- M. List of offset printing produced outside the EUI Print Shop
- N. Introduction to the Digital Store Front (DSF) software application

Signature of Legal Representative

Company' stamp

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*Signature of the Legal Representative*

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