



**EUI/2014/BOOKS**  
**Tender for the Supply of Books**  
**to the European University Institute, Florence, Italy**

**DOCUMENT I - Open Invitation to Tender**

Dear Sir/Madam,

We are pleased to invite you to participate in this Open Invitation to Tender for the supply of books to the Library at the European University Institute.

The European University Institute (EUI), a doctoral and postdoctoral research institute in the social sciences, is an international organisation located in Florence, Italy. The Institute was set up by the [Convention 19/4/1972](#), which was ratified by the then Member States of the European Communities. Activities started in September 1976 (OJ C 029, 9/02/1976, pp. 1-10).

The EUI Library, which is the competent service, is looking for suppliers who can meet the expectations and needs of the Library with respect to a fast book delivery, in addition to a high-quality service and an economically interesting offer.

The Library holdings include various types of documents in different languages, covering the subject areas of Economics, Law, History and Civilization, and Political and Social Sciences.

The annual budget for the acquisitions of monographs amounts to approx. € 300,000.

The Invitation to Tender is in accordance with the procedures and internal rules of the EUI. These are the [High Council Decision no. 2/13](#); the President's Decisions [no. 8/2010](#), [no.19/2010](#) and [no. 20/2012](#) (Regulation of the procedures to be followed for the award of contracts). Conditions for participation are listed in Document III - Tender Information and Documentation.

## 1. Publication of the documents

The Invitation to Tender and all associated documents are published on the website of the European University Institute: <http://www.eui.eu/About/Tenders/Index.aspx>

The Invitation to Tender includes the following documents:

- Document I: Open Invitation to Tender
- Document II: Specifications for Technical and Economic Proposals
- Document III: Tender Information and Documentation
  1. Information about the Tenderer
  2. Forms to be used for submitting proposals related to each lot
    - a. Technical Proposal
    - b. Economic Proposal
  3. Declaration Concerning Exclusion Criteria
- Document IV: Draft Contract

The Invitation to Tender is divided in various lots. The tenderer may submit an offer for one or more lots. Proposals for each lot will need to be in compliance with the specifications (Document II).

Each lot will be assessed separately, and the tenders ranked accordingly. The EUI will use this established ranked list of tenders where and when necessary, as spelled out in Document II B1.19 (Defaults).

- Lot 1: Books published in the United Kingdom, USA, and/or English language (71%)
- Lot 2: Books published in France and/or French language (3%)
- Lot 3: Books published in Germany and/or German language (10%)
- Lot 4: BENELUX and/or corresponding languages (9%);
- Lot 5: Books published in other countries/languages (7%): Italy and/or Italian language (2%); Spain and Portugal and/or related languages (1%); East Europe and/or Eastern European languages Scandinavia and/or Scandinavian languages / Greece and/or Greek language, and others 4%. Offers may be submitted for **one** country/language, **some** or **all** countries/languages

## 2. Duration of the contract

The contract will be concluded for 5 years.

### **3. Conditions for Participating**

#### **a. Eligibility**

Participation in tendering procedures is open on equal terms to all natural and legal persons.

#### **b. Protocol on the privileges and immunities of the EUI**

The EUI is exempt from customs duties, indirect taxes and sales taxes under Article 5 of the Protocol on the Privileges and Immunities of the European University Institute (included in the [Convention](#)). The successful tenderer will be given the necessary instructions by the Authorising Officer.

#### **c. Information about the tenderer**

All tenders must be submitted by a clearly identified tenderer.

Tenderers must complete the forms as listed in Document III. These forms must be signed by the tenderer or a person duly authorised by him. Tenderers must give proof of at least three years experience of providing similar services.

They must be accompanied by all the supporting evidence described in the relevant forms.

#### **d. Exclusion criteria**

- i. Tenderers must certify that they are not in one of the situations listed, by completing and signing the form in Document III.3 - Declaration Concerning Exclusion Criteria.
- ii. Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:
  - a. are subject to a conflict of interest;
  - b. are guilty of misrepresentation in supplying the information required by the Authorising Officer as a condition of participation in the tender procedure or fail to supply this information.
  - c. find themselves in one of the situations of exclusion, referred to in Document III.3, for the procurement procedure.

#### **e. Selection criteria**

Tenderers must provide evidence of economic, financial, technical and professional capacity. Tenderers who do not provide the documentation specified, or who are judged, on the basis of the documentation provided, not to have fulfilled the criteria specified below, will be excluded.

##### **i. Economic and financial capacity**

Tenderers must provide evidence of their economic and financial capacity by presenting the balance sheets or extracts from balance sheets for at least the last two

financial years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established.

**ii. Technical and professional capacities**

The tenderer must comply with the criteria as described in Document II Specifications for technical and economic proposals, B Technical specifications.

#### **4. Submission of the bids**

Bids must be drawn up in English. Each bid must contain one original and two copies.

The documentation required to submit a valid tender must be divided between two envelopes “A” and “B”:

**Envelope A** must be marked “**Envelope A - Technical Proposal**” and must contain:

- i) Evidence of economic and social capacity, i.e., copies or extracts from the most recent two years’ balance sheets (see Art 3.f.i)
- ii) Technical Specifications (Title II)
  - Original signed Technical Proposal, in paper (Document III.2.a)
  - Two (2) additional copies of the signed Technical Proposal, in paper
  - Document III.3 – Declaration concerning Exclusion Criteria, signed.

**Envelope B** must be marked “**Envelope B - Economic Proposal**” and must contain:

- i) Economic Specifications (Title III)
  - Original signed Economic Proposal, in paper (Document III.2.b)
  - Two (2) additional copies of the signed Economic Proposal, in paper

Both envelopes must be sealed. If self-adhesive envelopes are used, they must be sealed further with adhesive tape and the sender must sign across that tape.

**Envelopes A and B** must then be placed together and sealed in another envelope marked: “**Tender EUI/2014/Books – EUI Library – Not to be opened by the mail service**”.

This envelope must be placed in a larger envelope and delivered to the European University Institute at the address below.

Tenderers may submit offers:

a) by registered post, or by courier to arrive not later than 25/07/2014 at the following address:

European University Institute

Protocol office

Invitation to Tender EUI/2014/Books

Via dei Roccettini 9

50014 San Domenico di Fiesole (FI)

Italy

b) by hand delivery by the Tenderer in person or by an agent, no later than 16.00 (Central European Time) on 25/07/2014, against a dated and signed receipt, to:

European University Institute

Protocol office

Invitation to Tender EUI/2014/Books

Via dei Roccettini 9

50014 San Domenico di Fiesole (FI)

Italy

The EUI Protocol Office is open from Monday to Friday 9.00 to 12.30 and 14.00 to 16.00. Tenderers are requested to inform the EUI sending an e-mail to: [LibraryTender@eui.eu](mailto:LibraryTender@eui.eu) when their offer has been despatched. The EUI will acknowledge reception of the e-mail.

Please note the following:

- The submission of a bid for the tender implies acceptance of all related specifications and the Draft contract contained therein;

- Delivery of the offer is exclusively the liability of the sender, should the envelope for any reason not reach the EUI before expiry of the deadline;
- No payment or reimbursement shall be due to the tenderer for having drawn up and submitted the offer or any other type of documentation submitted;
- The documentation submitted will not be returned;
- The EUI reserves the absolute right to choose not to award the tender and none of the tenderers can exercise any rights over this decision;
- In conformity with the EUI's regulations on data protection <http://www.eui.eu/About/DataProtectionatEUI.aspx> all data submitted by tenderers will be used exclusively for the purposes of the procedures for which they were submitted.

## **5. Instructions on Tenders**

The Tenderer must provide in the bid all the completed and signed forms which are part of Document III-Tender Information and Documentation.

Tenders must be:

1. Drawn up on the Forms included in Document III – Tender Information and Documentation, using headed notepaper (or alternatively stamping each page) and signed/initialled on each page;
2. Perfectly legible in English so that there can be no doubt as to the words or figures;
3. Signed by the Tenderer or by his/her duly authorised representative.

Submission of a tender implies acceptance by the Tenderer of all the terms and conditions contained in the tender documents listed under point 1 of this Invitation.

## **6. Period of validity of Bids**

Tenderers must keep their bids open, in respect of all the conditions therein, for a period of 3 (three) months after the deadline for the submission of bids.

The Invitation to Tender is in no way binding on the EUI. The EUI's contractual obligation commences only upon signature of the contract with the successful Tenderer.

Up to the point of signature, the Authorising Officer may either abandon the tender or cancel the award procedure, without the candidates or Tenderers being entitled to claim any compensation. The Tenderer will be informed in such case.

## 7. Contact between the Authorising Officer and the Tenderers

Contacts between the Authorising officer and Tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

*Before* the final date for submission of tenders:

- At the request of the Tenderer, the Authorising Officer may provide additional information solely for the purpose of clarifying the nature of the contract.
- Any request for additional information must be made in writing only to the e-mail address [LibraryTender@eui.eu](mailto:LibraryTender@eui.eu).
- Requests for additional information/ clarification received less than five days before the closing date for submission of tenders will not be processed.
- The Authorising Officer may, on his/her own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tender.
- Any additional information, replies to questions, including those referred to above, will be published on the EUI website <http://www.eui.eu/About/Tenders/Index.aspx>.

*After* the opening of tenders:

- If clarification is required or if obvious clerical errors in the tender need to be corrected, the Authorising Officer may contact the Tenderer provided the terms of the tender are not modified as a result.
- Tenderers will be informed of the outcome of their bids, which is expected to be known by 15/10/2014.

Yours faithfully,

(original signed)  
Pasquale Ferrara  
Secretary General

## EUI/2014/BOOKS

Tender for the Supply of Books  
to the European University Institute, Florence, Italy

## DOCUMENT II

### Specifications for Technical and Economic Proposals



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## **A INTRODUCTION**

### **1. Preamble**

- A tenderer may apply for one or more lots, and/or for a subsection of Lot 5 (see Section F). Technical and economic specifications must be submitted for every lot.
- Optional added-value services may be offered in combination with required services.
- When submitting the tender, the economic proposal should be presented separately from all other information. When preparing information relating to price, it should be clear to which lot it refers.
- The terms used in these specifications are defined in Section E of this document.

### **2. Technical proposal information**

#### **2.1 Specifications to be submitted for every lot**

- standard book supply and rush book supply (compulsory)
- added-value services (optional)

These are explained in the following paragraphs.

#### **2.2 Types of Book supply**

Book supply is divided into two types: Standard and Rush supply. Different procedures are applied to Standard and Rush supply with regards to the process of ordering, dispatch, delivery and the assignment of penalty points.

#### **2.3 Added-value services**

Added-value services are services which may be offered, such as physical processing of selected items, e-books, out-of-print books, etc.

### **3. Economic proposal information**

#### **3.1 Basis for price**

Suppliers are requested to offer a price based on the Publisher's list price (Section E).

The supplier should define a percentage of the Publisher's list price they will charge the EUI Library – for example, an offer at "100%" means the EUI Library will pay the Publisher's list price. An offer of "95%" means the EUI will receive a 5% discount on the Publisher's list price for all supplied items. This percentage rate is for an **all-inclusive** price - no extra charges for handling, delivery etc. will be accepted.

### **4. Exclusion, selection and award criteria**

#### **4.1 Exclusion criteria**

Exclusion criteria are general criteria related to legal and financial requirements stated in the tender documentation. Exclusion criteria are eliminatory (see Document III.3 – Declaration concerning Exclusion Criteria).

## **4.2 Selection criteria**

Selection criteria relate to the acceptance of the minimum requirements by tenderer as stated in the specifications in this document. Criteria defined as “must” are considered Selection criteria: noncompliance will lead to exclusion.

## **4.3 Award criteria**

Award criteria take into account both the technical and economic proposals submitted.

The contract will be awarded to the tenderer submitting the bid that offers the best value for money.

Award criteria are specified in Section D. A summary is given in Section D.3.

The award criteria will be the basis for the ranking of suppliers.

Conditions of exclusion from awarding are specified in Document I – 3.e.

## **5. The assessment process**

### **5.1 Lots**

Proposals will be assessed on a lot-by-lot basis (a Supplier may have a high rating for one lot and a lower rating for another lot). Lots are specified in Section F.

### **5.2 Exclusion and Selection**

Proposals will be assessed first according to the Exclusion criteria. Exclusion criteria are eliminatory.

Proposals which do not meet the Selection criteria will also be eliminated. It is important that all required information is supplied and attention is paid to the required procedures.

### **5.3 Score**

The maximum score is 100, composed in the following way:

Technical proposal: Maximum Score of 70

Economic proposal: Maximum Score of 30

See Section D for details.

## **B TECHNICAL SPECIFICATIONS**

### **1 Required services: selection criteria for standard and rush supply of books**

Describe how your company will comply with the following requirements and if it can accept the following clauses.

#### **1.1 Supplier's specialisation**

Suppliers may apply for one or more lots. Each lot should be clearly indicated. Lots are listed in Section F.

Note that an offer for each lot should be based on fulfilment of at least 90% of received orders.

- i. Provide us with an estimate of your total stock and indicate where it is located.
- ii. Provide an estimate of the percentage of academic books in the area of social sciences as a proportion of your current stock.
- iii. Please describe your arrangements with publishers and/or distributors in cases where books are not in stock. Please indicate how quickly these may be supplied, in approximately 90% of cases, and what guarantees can be offered.
- iv. Please supply the names and addresses of three university/academic/research libraries among your customers in Europe that may be contacted.

#### **1.2 Platform for book selection, ordering and cataloguing**

The Library Information System currently in use is Millennium, a product of Innovative Interfaces Inc.

Compatibility with this system will be considered an advantage. If necessary, further information on EUI systems can be requested from the Client prior to submitting the proposal.

The Client adopts AACR2, Level 2 which will be replaced by RDA (Resource Description Access). Records are created in MARC 21 format. Authorities (Names, Subjects, Titles) are based on LC Authority File. Classification is carried on according to the Dewey Classification scheme, 23rd Ed (other classification schemes are adopted by the Library for specific collections (law collection, EDC collection, and statistics collection)).

- i. Describe the online catalogue of items offered for purchase, including stock availability. If available, please provide instructions (URL, username/password, etc.) for trial access to your platform.
- ii. Describe how the catalogue can be searched and clearly indicate whether you provide search facilities by: keyword, Dewey classification, subject headings, publisher and possibility to limit by date range (dd/mm/yy) of publication or profiling.
- iii. Describe any service for profiling the clients' interests in terms of subject and non-subject parameters (e.g. classification, subject headings, audience) and indicate how long it takes for a title to be profiled with respect to the publication date.
- iv. Describe any service you provide related to approval (or virtual approval) plan and alerts based on profiles for new titles announcements (NTAs), their frequency, subject coverage, targeted audiences, etc.
- v. Indicate whether you can provide a real-time check of the EUI Library Catalogue at the title level from within your own platform, via Z39.50 or other means.
- vi. Describe whether e-books are offered through the platform and which e-book aggregators and publishers are provided for, including different models for purchase.

- vii. Describe the direct online ordering process.
- viii. Describe any service for providing MARC and order records directly to the Library system. Describe details of MARC records provided (basic, full, subject headings included, etc.).
- ix. Supply a sample of twenty recent catalogue records created (ensuring a mix of record types).
- x. Describe any service for classifying items according to the Client's scheme (details on request) and providing data directly to the Library system.
- xi. Describe any service for supplying supplementary data on item content: abstracts, tables of contents, images, book covers, etc.

### **1.3 Before an order is placed**

- i. The Client may request information prior to placing orders with respect to the availability of a title, price, etc. A reply to information requests must be given within three working days for standard orders and within one working day for rush orders.

#### *Clauses*

- a. Failure to meet the stated deadline for responding to an information request may be regarded as a default (see 1.19), and may lead to the enquiry being redirected elsewhere without further notice. (Note that an acceptable response may be to acknowledge the request and state that the information is not immediately available. In that case a new deadline for substantive response must be offered. The Client will communicate if this deadline is not acceptable).
- b. An information request is not an order or a commitment to order.
- c. Price quotes in response to enquiries must be firm, and should indicate both the Publisher's list price and the fully-inclusive price to be paid by the Client.

### **1.4 Placing an order**

- i. Standard orders are placed by secure electronic means, or by e-mail or fax signed by an EUI Library officer, or through EUI Library order forms.
- ii. Describe any possibility of accepting electronic orders provided by the Client according to the EDIFACT standard.
- iii. When requested, receipt of standard orders must be confirmed. Specify whether an order-receipt acknowledgement is offered.
- iv. Rush orders will be placed by e-mail or electronic means and receipt must be acknowledged. Within one working day of order receipt, the Supplier must notify the Client by e-mail or telephone whether they are able to meet the dispatch deadline, which is five working days. If there is no communication within one working day, or if the Supplier is unable to meet the dispatch deadline, the Client is free to divert the order elsewhere.
- v. Prices may occasionally be estimated, and the Client does not in any event undertake to supply accurate Publisher's list prices.

#### *Clauses*

- a. Orders for documents will give the Publisher's list price, as known by the Client. The pricing formula must be applied to these prices and be stated in the invoice.
- b. It is the Supplier's responsibility to establish the Publisher's valid list price, and to ensure that charges to the Client are based on this or on a lower price.

## 1.5 Price variation

- i. Describe your communication policy related to price variations (in cases where the actual price is higher than the price in the order document).

## 1.6 Pending Orders

- i. On request, the Supplier shall supply within five working days a report of all outstanding orders, including price, date of order and agreed dispatch date (if any).
- ii. The Client may seek confirmation that a 'rush' order is progressing to meet the deadline, and if so, a response must be given within one working day.

## 1.7 Fulfilment and delay

For the research carried out at the EUI the fast delivery of ordered books is very important.

- i. Standard book supply
  - 1) Describe arrangements for the normal frequency of shipments. Description should include:
    - timeframe of shipping (weekly, daily, etc.),
    - minimum shipment size/value,
    - if shipping is done only in case of completed orders. Prompt shipment of available items is preferred.
  - 2) Normally, dispatch of items must be within a maximum of four weeks of the order date. If an order is not likely to be dispatched in that time the Client must be informed. This report should be dispatched within ten working days from the receipt of the order. The reasons for the delay must also be clearly stated (examples include items 'not yet published' and 'out of print').  
N.B.: Please indicate if books can be supplied within a shorter time frame.
- ii. Rush book supply
  - 1) Describe arrangements for the fulfilment of 'Rush' orders. Despatch should be within five working days of the order date.
  - 2) If a 'Rush' item is likely to miss its deadline, or is unavailable from the publisher/distributor, the Client must be notified within one working day.
  - 3) The Client reserves the right to transfer the order to another supplier in case the rush procedure cannot be followed by the requested supplier.
  - 4) 'Rush' items that fail to meet the accepted deadline may be subject to the pricing regime for standard orders, at the discretion of the Client.

### *Clauses*

- a. If the Supplier does not communicate a likely delay which is accepted by the Client, and the order (or an item in it) is not dispatched within four weeks for Standard orders and within five days for Rush orders or by the agreed date, this constitutes a default (see 1.19).
- b. Orders for items that fail to meet accepted deadlines for delivery may be cancelled or returned without penalty.

## 1.8 Despatch and transport

- i. The standard delivery method used must be one that ensures arrival at the EUI within four working days of dispatch. The method of dispatch must also include a verifiable date of dispatch. N.B. Please indicate if a faster delivery can be provided.

- ii. Each package or container delivered shall be marked by the Supplier with the address stated in the order.
- iii. A delivery slip or original invoice including the EUI order number(s) must be included in the book or in the parcel (it may also contain the list of the whole content of the parcel).
- iv. The Supplier has full responsibility for items up to the point of acceptance by an authorised officer of the EUI. Record of delivery is the Supplier's responsibility: all queries must be responded to within five working days.
- v. Delivery of rush orders must be within two working days of dispatch.
- vi. Packages containing Rush orders must be clearly marked on the outside. If Rush orders are dispatched in the same package as standard orders, the Rush items must also be clearly indicated as such.

### ***Clauses***

- a. Insurance of items in transit is the responsibility of the Supplier and at the Supplier's expense.
- b. The Supplier is liable for any loss and/or damage to goods due to inadequate packing, marking or loading carried out or arranged by the Supplier, wherever the loss/damage occurs.
- c. Failure to observe the time limits for dispatch constitutes a default (see 1.19).

## **1.9 Cancellation clauses**

- i. The Client may cancel any undischarged stock item by communication in writing (including fax or e-mail), without penalty.
- ii. In exceptional cases, the Supplier may need to seek the agreement of the publisher/distributor beforehand. Where the publisher/ distributor will not accept a cancellation, the Supplier has the right to refuse a cancellation by the EUI.
- iii. In all cases where communication or fulfilment deadlines have not been met, the Client has the right to cancel an order without charge, including specially ordered items.

## **1.10 Guarantee and returns clauses**

- i. If books are supplied which on delivery are found to be faulty or damaged or which otherwise fail to comply with the contractual requirements, the defective goods must be replaced by the Supplier at its own expense not later than 20 (twenty) working days after notice from the Client regarding the defects in the goods. If the supplier does not remedy the defect(s) in the goods, the Client shall be entitled to cancel the order. The Supplier is liable for the cost of return of defective goods in such cases.
- ii. The Supplier is liable for the cost of returning incorrectly supplied goods.
- iii. If items have been correctly supplied, and their return is subsequently requested by the Client, the Supplier shall accept items that have been supplied from stock. In cases where the Client requests return of a special item, the Supplier may seek the agreement of the publisher/distributor. In case the publisher/distributor does not accept a return, the Supplier has the right to refuse a return by the EUI.
- iv. In all cases of the return of correctly supplied goods, the cost of return to the Supplier shall be borne by the EUI.
- v. A credit note shall be issued immediately on receipt of an item accepted for return.
- vi. The delivery of incorrect items constitutes a default (see 1.19).

### 1.11 Order-status information

- i. Describe any facilities for consulting online the order status of items.
- ii. Describe any facilities for providing supplier status reports by e-mail or by ftp, preferably according to the EDI standard. Please supply samples of EDI order status reports, if relevant.

### 1.12 Invoicing

- i. The Supplier must supply the EUI with original invoices. Each invoice shall be prepared as specified below. The Supplier shall present the invoices to the EUI upon delivery or partial delivery of the order.
- ii. Despatch must be no later than three working days after the date of invoice.
- iii. Invoices may arrive with the books to which they refer (in the same delivery) or may be sent by post or by electronic means, if a delivery slip is inserted in the package or in every book.
- iv. Upon request, the Supplier must be able to send the original invoice exclusively in PDF format by e-mail.
- v. The Supplier may invoice in the currency of their country of origin. Different conditions may be defined in the contract.
- vi. Invoices must always specify:
  - The client address as specified on the purchase order
  - The EUI fiscal code 800.204.104.88
  - The EUI order number
  - The title/author (short)
  - Edition (if relevant)
  - Volume / Number or specific title, in case of multi-volumes works or series.
  - The Publisher's list prices for all items plus the total.
  - VAT rate applied and mention of EUI's VAT exemption when applicable.
  - The total price, having applied the pricing formula agreed in the Economic proposal. The currency must be clearly indicated.
  - The exchange rate applied (reference: *Euro foreign exchange reference rate by ECB* <http://www.ecb.eu/stats/exchange/eurofxref/html/index.en.html> )
  - IBAN, BIC/SWIFT numbers for the Supplier
  - Supplier's VAT number

#### *Clauses*

- a. An incorrectly prepared invoice will not be paid until a corrected version has been provided. The incorrect invoice should be cleared by a credit note and a correct invoice should be delivered.
- b. The Economic proposal establishes a pricing formula for standard and rush book supply to cover all costs of purchase, packaging, dispatch, customs duties, delivery, etc. No additional charges other than specified here will be accepted. (See Section C.1)
- c. Terms unilaterally included in invoices by the Supplier are not binding on the EUI, even when publishers have applied them to the Supplier.

### 1.13 Electronic invoicing

Describe any service for supplying electronic invoices according to the EDIFACT standard and/or to other EDI formats supported by Millennium (e.g. Serials invoicing). Please supply samples of electronic invoices.

### 1.14 Payment

- i. The term of payment is within 60 (sixty) days of receipt of invoice, in cases where correctly prepared and accurate invoices have been received by the EUI. Please indicate if better conditions can be offered.
- ii. Indicate the forms of payment accepted (wire transfer preferred).
- iii. Describe your practice regarding statement of accounts for unpaid invoices.
- iv. Payment shall be in the currency of the invoice: however, in particular cases (problems for our Bank in paying certain currencies), the payment may be made in the equivalent of Euro calculated by the Bank, or using the official monthly exchange rate applied by the EUI corresponding to the month indicated of the invoice date.

#### *Clauses*

- a. Invoices will only be paid upon arrival of all items.
- b. If an incorrect or faulty item has been delivered, no part of the invoice in which it is listed will be paid until a replacement or credit note has been received unless otherwise agreed in the specific case.

### 1.15 Performance on book supply

- i. For all book supply services, at least 98% of transactions must be completed as specified, without error or default.
- ii. Describe how reports on service performance against the specifications will be provided (see 1.19).
- iii. The Client reserves the right to monitor all transactions, or take a random sample of transactions or selected transactions under the Agreement. Monitoring may be concentrated on transactions/suppliers which are giving cause for concern or which have an impact on current priorities.

#### *Clauses*

- a. Failure to provide service performance data and management information will constitute a default.

### 1.16 Quality

- i. **Experience.** Describe for how many years you have provided these kinds of services. A minimum of three years in business is required.
  - Provide details of business dealings, relevant to this contract (e.g. similar customers, similar content of academic titles supplied for countries indicated) in the last three years.
  - Provide any information on the stability of your client list during that time.
  - Provide any evidence of client satisfaction with the services delivered.
  - Provide any names and contact details of clients that we may contact for information regarding your performance.
  - Provide evidence of any experience of dealing with international organisations.

- ii. **Policy.** Provide details of:
  - Any written policy on quality.
  - Any external assessment or certification of quality.
  - Approach to assuring quality in meeting this Agreement.
- iii. **Association.** If applicable, provide information on the Supplier's membership of a trade association or similar.
- iv. **Staff.** If relevant, provide details of the standards set for personnel management of staff responsible for the execution of this Agreement. In particular, specify standards set for competence, training and development, and particular strengths, amongst the staff dealing with services described in this Agreement.

### 1.17 Management information

- i. Where total expenditure by the EUI with the Supplier is, or is likely to be, more than 50,000 Euro per annum, on request, in April, July, October and January, the Supplier shall report for the previous Quarter and Year to Date:
  - total orders placed by the Client (number and value)
  - total orders fulfilled
  - total orders cancelled/returned
  - total orders outstanding

### 1.18 Contacts at management level and resolution of disputes

- i. The Director of the Library is ultimately responsible for the performance of contract. Day-to-day placement of orders and other routine business will be handled by authorised Library staff members.
- ii. The Supplier must provide the name of a permanent staff member responsible for the execution of the contract. Separate contact names should be given for overall contract management and for day-to-day business. Any change to the nominated contacts must be communicated in advance.
- iii. The language of communication shall be English, Italian, French or German, as specified by the EUI. Reasonable efforts will be made to match the language preference (English, Italian, French or German) of the Supplier, but a match cannot be guaranteed.
- iv. Except as specified elsewhere, or as agreed, the Supplier must reply to e-mail, telephone, fax, or letter from the Client within five working days.
- v. For orders/contracts placed for a value of more than 10,000 Euro per annum:
  - The Client may, at its discretion, require a meeting to discuss contract performance. This may be a periodic meeting (normally no more than once or twice per annum) or exceptionally a meeting may be called to resolve a specific issue or issues (no more than once per month).
  - The Supplier shall ensure the attendance of a suitably authorised person at such meetings.
  - The Supplier shall produce a note of the main items discussed and action points arising from each meeting, within five working days. These notes are to be regarded as definitive after written agreement of the Client.
  - The Supplier's expenses in attending such meetings will be borne by the Supplier.
  - The location of meetings shall be either the EUI or the Supplier's premises, at the discretion of the Client. Another meeting place may be arranged by mutual agreement.
- vi. Describe any proposals to ensure a good and creative working relationship with the Client.

## 1.19 Defaults and penalties

### General

- i. Failure to respond to information requests will lead to business being diverted elsewhere.
- i. Failure to deliver as specified may lead to order cancellations.
- ii. Failure to invoice as specified may lead to late or contested payment

### Minor and major defaults

- iii. Beyond these "penalties" arising from normal operations, a system of default and its management is in place as described in the following paragraphs. Any failure to deliver as specified, required or agreed, or according to normal business or legal standards, may be regarded as a default. A distinction is made between minor and major defaults:
- iv. Main categories of minor defaults are:
  - 1. Generally, services, facilities or pricing not as described or required
  - 2. Generally, performance standards not as described or required
  - 3. Failure to provide correct information (See B1.4)
  - 4. Not communicating as required, within the stated time limits (See B1.3, B1.6)
  - 5. Failure to dispatch on time (See B1.8)
  - 6. Late delivery in standard orders (See B1.7)
  - 7. Failure to present invoices as required (See B1.12)
  - 8. Delivery of incorrect items (See B1.10)
  - 9. Failure to provide service performance data and management information as described or required. (B1. 15)
  - 10. Pricing/charging which is not based on the agreed policy (See C.1)
- v. Major defaults include:
  - Misrepresentation of past experience, client base, content, validated quality standards, etc. (See B1.16).
  - any failures in relation to 'Rush' orders
  - significant failures on pricing
  - persistent minor defaults in an area of service following a performance warning from the Client
- vi. The Client will record defaults during the contract period.
- vii. Following the recording of ten minor defaults, or one major default, the Client shall inform the Supplier and indicate areas for improvement.
- viii. A points system will apply with minor defaults valued at **5 points** and major defaults at **50 points**.
- ix. If a Supplier has accumulated 100 default points in any twelve month period, and these relate to more than 2% of all transactions with the Supplier, or relate to major defaults, the Client will inform the Supplier of the recorded defaults. A penalty notice will be sent after one week. All invoices relating to transactions starting from the first day of the month preceding the penalty points notification shall have a 1% discount applied. A credit note shall be issued within ten working days of notice by the Client.
- x. If subsequently the total of 200 default points is reached the discount shall be 2.5%, 300 default points 5%, 400 default points 7.5% and so on.
- xi. The Client reserves the right to transfer future orders to alternative suppliers following the award of 200 default points in any twelve months. The Client reserves the right to terminate



existing contract without further notice if 300 default points are awarded in any twelve months period.

- xii. An alternative supplier will be selected from the list of ranked suppliers.

## 2 Optional added-value services

### 2.1 Introduction

- i. The EUI benefits from added-value services, and would like to keep and improve these in the future. Indicate which services you are prepared to offer, if any.
- ii. Pricing policies and costs for all such services must be provided for each service separately and be presented in a separate chapter within the Economic proposal (See Section C.2).
- iii. Each service offered will be assessed separately. The assessment for the added-value services is separate from the assessment for the required services. Addressing these is not compulsory, but a maximum score of 10 (ten) will be assigned to the Technical offer, and a maximum score of 3 (three) to the Economic offer (see Section D.1.3; 2.3).

### 2.2 Standing orders

- i. If relevant, describe any service for standing orders for annual and monographic series.
- ii. Annual and monographic series orders are placed on the basis of year of publication.
- iii. Describe transition arrangements in case standing orders are being taken over from previous suppliers.

### 2.3 Physical processing

- i. The Client processes its new books as follows:
  - barcode on inside front cover
  - rubber-stamp on reverse title page, plus one other page
  - insertion of 1 security RFID tag (3M compatible)If relevant, describe any service for providing any of these features.
- ii. Please specify in the economic proposal which services can be offered and how each of them influences the total price.
- iii. Describe your policy for dealing with returns and cancellations of items that have already received physical processing.

### 2.4 Rush orders with special delivery

- i. Indicate whether you provide any service which **guarantees** delivery of the book within five working days from the order date and describe your method of processing and dispatch (e.g. supply directly by publisher, special courier, etc.). Eventual additional costs (beyond the normal rush orders) should be specified in the Economic proposal (see Section C.2).

### 2.5 E-Books

- i. Describe your policy on e-books in terms of agreements with publishers (including terms of use), aggregators, access-models, acquisition-models, web platform (include the web address).

### 2.6 Out-of-Print books

- i. Describe whether you offer a service for Out-of-Print books and provide information on how these can be ordered.

### 2.7 Other added-value services

- i. Please describe any further added-value services you wish to offer.



- ii. If relevant please describe any further service which may be compatible with the EUI Library system.
- iii. If relevant please describe any further service which is compatible with the EDI standards.

## C ECONOMIC SPECIFICATION

### 1. Required services economic proposal

#### 1.1 Pricing formula for standard book supply

State the pricing policy for **standard** book supply, in this format:

**Publishers list price @ xxx%**

(For example, "Publishers list [price@95%](#)", or "Publishers list [price@105%](#)")

The rate xxx% should take into account all discounts and all costs, up to and including delivery to the EUI. This rate will apply to all orders and contracts.

Proposals submitted in other formats will not be accepted.

#### 1.2 Pricing formula for Rush order supply

State the pricing policy for Rush order supply in this format:

- i. Basic price per item as a percentage of Publisher's list price or cover price, Rushed as xxx%. (E.g. "95%" or "105 %"). This rate should take into account all discounts and all costs up to and including the delivery to the EUI.

Proposals submitted in other formats will not be accepted.

#### 1.3 Pricing policies for both standard and Rush book supply

- i. The main base of the pricing, used for all material published or routinely distributed, is the Publisher's list price.
- ii. In the absence of a Publisher's list price, or in case of dispute, the base price shall be the marked cover price in the Supplier's stock, or, failing that, the lowest advertised price for public sale.
- iii. The pricing formula will be followed in all orders/contracts. However, such a formula represents the maximum acceptable price: lower rates may be offered by the Supplier if agreed for specific orders/contracts.
- iv. The formulae based on fixed percentages of Publisher's list price will not be reviewed. (The Publisher's list prices themselves may of course change.)
- v. Describe the pricing policy with regard to materials that must be specially imported into the EU; i.e., items with no Publisher's list price in the EU. (If these cannot be offered, state 'service not offered').

### 2. Added-value services economic proposal

If relevant please provide prices for each of the added-value services offered, as described in Sections B. 2.1-2.7 (standing orders, physical processing, rush order with special delivery, e-books, out-of-print, any other services).

## D AWARD CRITERIA

### 1. Technical proposal award criteria

#### 1.1 Score for technical proposal

**Maximum Score = 70**

**N.B. Decimal score is allowed (e.g. 0, 5)**

#### 1.2 Required services award criteria

• Relevant stock and arrangements for supply from publishers (B1.1):	Score 3
• Online platform (B1.2)	Score 15
• Information, communication (B1.3-1.5):	Score 3
• Fulfilment and delivery (B1.7-1.8):	Score 15
• Cancellations, returns (B1.9-1.10):	Score 2
• EDI order status report (B1.11)	Score 3
• Invoicing, EDI invoicing (B1.12-1.13):	Score 10
• Quality aspects (B1.13-1.15):	Score 9

**Total for required services award criteria: Score 60**

#### 1.3 Added-value services award criteria

• Standing orders (B2.2):	Score 2
• Physical processing (B2.3):	Score 1
• Rush order with special delivery (B2.4)	Score 2
• E-books, out of print books and other added-value services (B2.5-2.7):	Score 5

**Total for added-value services award criteria: Score 10**

### 2. Economic proposal award criteria

#### 2.1 Score for economic proposal

**Maximum score = 30**

- Price should be offered according to INTRODUCTION (A.3.1.) and ECONOMIC PROPOSAL (C.1-2)
- The economic proposal will be scored for standard and 'rush' order supply according to the following formula:

$$\text{Score} = \frac{(100 - \text{Price})}{(100 - \text{MinPrice})} \times \text{MaxScore}$$

Where:

Price	=	The percentage value of the price offered by the individual tenderer.
MaxScore	=	The maximum score assigned (26 for standard service and 1 for rush delivery).
MinPrice	=	Lowest percentage value of the price offered in the tendered bids.

e.g.:

- Economic proposal for Standard services of the assessed tender = price@95%
- MinPrice for Standard service = price@80%
- MaxScore for Standard service = 26

$$\text{Score} = \frac{100-95}{100-80} \times 26 = \frac{5}{20} \times 34 = 6,5$$

## 2.2 Price award criteria for required services

- **Price for required services: Maximum Score: 27**

<i>Services</i>	<i>Score</i>
Standard supply	26
Rush supply	1

## 2.3 Price award criteria for added-value services

- **Price for added-value services: Maximum Score: 3**  
The following services will be evaluated; the score of each service will be:

<i>Services</i>	<i>Score</i>
Standing orders	1
Physical processing	1
Rush order with special delivery	0,5
E-books out of print books and other added-value services	0,5

### 3. Summary of award criteria

- **Technical proposal:** **70**
  - Required services: 62
  - Added-value services: 8
- **Economic Proposal:** **30**
  - Required services: 27
  - Added-value services: 3

<i>Proposal</i>	<i>Service Type</i>	<i>Feature</i>	<i>Score</i>
<b>Technical</b>	Required	Stock (B1.1 )	3
		Online platform (B1.2)	15
		Information, communication (B1.3-1.5)	3
		Fulfilment and delivery (B.1.7-1.8):	15
		Cancellations, returns (B 1.9-1.10)	2
		EDI order status report (B1.11)	3
		Invoicing, EDI invoicing (B1.12-13)	10
		Quality aspects (B1.16)	9
	Added-Value	Standing orders (B2.2)	2
		Physical processing (B2.3)	1
		Rush order with special delivery (B2.4)	2
		E-books and other (B2.5-2.6)	5
	<b>Total</b>		70
<b>Economic</b>	Required	Standard price (C1.1)	26
		Rush delivery (C1.2)	1
	Added-value	Standing orders (C2)	1
		Physical processing (C2)	1
		Rush order with special delivery (C2)	0.5
		E-books and other (C2)	0.5
	<b>Total</b>		30
<b>Grand Total (Technical + Economic)</b>			100

## E TERMINOLOGY

**Authorising Officer** – refers in practice to the head of service in charge of the launching and awarding of the contract within the limits of the powers of signature to him/her.

**Best value** - achievement of purpose at lowest available cost. NB achievement of purpose is primary. “Cost” rather than “price” is used, because costs inside the Library are also considered.

**Book** - printed monographic volume.

**Client** - Director of the Library of the European University Institute, or an official authorised by the Director. 'Authorised officials' will be identified to Suppliers with a description of their roles.

**Credit note** - a note providing refund, valid against present or future invoices from the Supplier, without restriction. A “credit note” which takes the form of an extension of a specific subscription, or which is valid only for limited purposes, is not normally acceptable.

**EUI** - European University Institute

**European Union, EU**, - the present European Union of 27 member states.

**Library** - the Library of the European University Institute.

**May** - the use of “may” indicates that the specified item is *optional*. (See also “must” and “should”).

**Must** - the use of “must” indicates that the specified item is *mandatory*. (See also “should” and “may”). Mandatory items include e.g. minimum service standards, requirements to provide information, particular service features, and requirements to present price offers in a particular format. These items are intended to be Selection criteria.

**Publisher's list price** - the recommended retail price advertised by the publisher or distributor, or the price printed on, or in, the item, whichever is the lower.

**Rush orders** – items ordered with rush procedure.

**Series** - books issued successively by the same publisher, in a uniform style and usually bearing a collective series title.

**Should** - the use of “should” indicates that the specified item is *desirable*. (See also “must” and “may”). Desirable items include e.g. some service features, some standards above the mandatory level, etc.

**Specification** – set of requirements related to each Lot and each type of supply.

**Supplier** - the tenderer: suppliers, book dealers, publishers, wholesalers, bookshops.

**Working days** - are Monday-Friday, excluding recognised national public holidays in the country of the supplier or Client, as relevant to the case. The passing of “one working day” is from the time of initiation on the first day to the same time on the next working day.

## F LOTS

1. Books published in the United Kingdom, USA, and/or English language (71%)
2. Books published in France and/or French language (3%)
3. Books published in Germany and/or German language (10%)
4. BENELUX and/or corresponding languages (9%);
5. Books published in other countries/languages (7%): Italy and/or Italian language (2%); Spain and Portugal and/or related languages (1%); East Europe and/or Eastern European languages Scandinavia and/or Scandinavian languages / Greece and/or Greek language, and others 4%

N.B. Offers may be submitted for **one** country/language, **some** or **all** countries/languages of this lot (Lot 4).

- N.B.**
- 1. Percentages refer to orders in 2013;**
  - 2. The publications of the European Union (OPOCE – Luxembourg) and the Council of Europe (Strasbourg) are excluded from the tender;**
  - 3. The client reserves the right to exceptionally place out-of-print, rare books, or very urgent orders with a bookshop of its choice.**
  - 4. The client reserves the right to exceptionally take advantage of promotional offers by publishers in case the awarded tenderer is not entitled to grant the same discount.**

# EUI/2014/BOOKS

Tender for the Supply of Books  
to the European University Institute, Florence, Italy

## DOCUMENT III - Tender Information and Documentation

### 1. Information about the Tenderer

<b>Name:</b>
<b>Legal form:</b>
<b>Country in which the business is registered (mandatory ):</b>
<b>Registration number in the commercial register (mandatory):</b>
<b>VAT number:</b>
<b>Other means of proof that tenderer is a natural or legal person:</b> If the tenderer is not included in a trade or professional register, and does not have an entry in the VAT register, then they must provide evidence of membership of a relevant organisation or provide a sworn declaration or certificate.
<b>Usual office address:</b>
<b>Tel.:</b> <b>Fax:</b> <b>E-mail:</b>

**Representative duly authorised to sign on behalf of the tenderer:**

**Bank account:**

**IBAN:**

**SWIFT code (BIC):**

**Name of bank:**

**Address of bank:**

**Signature by the Tenderer (or by his/her duly authorised representative)**

.....

**Place and Date**

.....

# EUI/2014/BOOKS

Tender for the Supply of Books to the European University Institute, Florence, Italy

## DOCUMENT III –Tender Information and Documentation - 2. a. Technical proposal

Name of the Tenderer	
----------------------	--

LOT Number	
Countries (only for lot 4)	

Required service	B1 <sup>1</sup>	Technical proposal (Required services are mandatory. Please fill in according to the Specifications)
<b>B1.1 – Supplier's specialisation</b>		
Stock (total) and location	B1.1.i	
Stock (academic books)	B1.1.ii	
Arrangements with publishers	B1.1.iii	
Customers	B1.1.iv	
<b>B1.2 - Platform for book selection, ordering and cataloguing</b>		
Supplier's catalogue	B1.2.i	
Search facilities	B1.2.ii	
Customer profiling	B1.2.iii	
Approval plan/alerting services	B1.2.iv	

<sup>1</sup> Please refer to details in Document II – Specifications for technical and economic proposals.

Required service	B1 <sup>1</sup>	Technical proposal (Required services are mandatory. Please fill in according to the Specifications)
Link to customer catalogue	B1.2.v	
E-books availability	B1.2.vi	
Direct ordering	B1.2.vii	
Marc and order records supply	B1.2.viii	
Catalogue records sample / customers	B1.2.ix	Description in this box. Sample files to be sent to: <a href="mailto:LibraryTender@eui.eu">LibraryTender@eui.eu</a>
Classification numbers supply	B1.2.x	
Supplementary data supply	B1.2.xi	
<b>B1.3 - Before an order is placed</b>		
Information provided	B1.3.i	To be accepted. No further description needed.
<b>B1.4 - Placing an order</b>		
Standard orders	B1.4.i	To be accepted. No further description needed
EDIFACT ordering	B1.4.ii	
Order confirmation	B1.4.iii	
Rush orders deadlines	B1.4.iv-v	To be accepted. No further description needed.
<b>B1.5 - Price variation</b>		

<b>Required service</b>	<b>B1<sup>1</sup></b>	<b>Technical proposal</b> (Required services are mandatory. Please fill in according to the Specifications)
<b>Price variation</b>	<b>B1.5</b>	
<b>B1.6 - Pending orders</b>		
<b>Pending standard orders reports</b>	<b>B1.6.i</b>	To be accepted. No further description needed.
<b>Pending rush orders reports</b>	<b>B1.6.ii</b>	To be accepted. No further description needed.
<b>B1.7 - Fulfilment and delay</b>		
<b>Standard orders fulfilment and shipment</b>	<b>B1.7.i.1</b>	
<b>Standard orders shipment delay</b>	<b>B1.7.i.2</b>	
<b>Rush orders shipment policy</b>	<b>B1.7.ii.1</b>	
<b>Rush orders shipment delay</b>	<b>B1.7.ii.2</b>	To be accepted. No further description needed.
<b>Rush orders shipment failure</b>	<b>B1.7.ii.3-4</b>	To be accepted. No further description needed.
<b>B1.8 - Despatch and transport</b>		
<b>Standard delivery method</b>	<b>B1.8.i</b>	
<b>Delivery instructions</b>	<b>B1.8.ii-iv</b>	To be accepted. No further description needed.
<b>Rush orders delivery method</b>	<b>B1.8.v-vi</b>	To be accepted. No further description needed.
<b>B1.9 - Cancellation clauses</b>		

Required service	B1 <sup>1</sup>	Technical proposal (Required services are mandatory. Please fill in according to the Specifications)
Cancellation clauses	B1.9.i-iii	To be accepted. No further description needed.
<b>B1.10 - Guarantee and returns clauses</b>		
Guarantee and returns clauses	B1.10.i-v	To be accepted. No further description needed.
<b>B1.11 - Order status information</b>		
Online status information	B1.11.i	
Electronic supply of status information	B1.11.ii	Description in this box. Sample files to be sent to: <a href="mailto:LibraryTender@eui.eu">LibraryTender@eui.eu</a>
<b>B1.12 - Invoicing</b>		
Invoicing instructions	B1.12.i-vi	To be accepted. No further description needed.
<b>B1.13 - Electronic invoicing</b>		
Electronic supply of invoices	B1.13	Description in this box. Sample files to be sent to: <a href="mailto:LibraryTender@eui.eu">LibraryTender@eui.eu</a>
<b>B1.14 - Payment</b>		
Payment terms	B1.14.i	
Forms of payment	B1.14.ii	
Statements of account	B1.14.iii	
<b>B1.15 - Performance on book supply</b>		
Satisfaction rate	B1.15.i	To be accepted. No further description needed.
Performance reports	B1.15.ii	
<b>B1.16 - Quality</b>		

<b>Required service</b>	<b>B1<sup>1</sup></b>	<b>Technical proposal</b> (Required services are mandatory. Please fill in according to the Specifications)
<b>Experience</b>	<b>B1.16.i</b>	
<b>Policy</b>	<b>B1.16.ii</b>	
<b>Association</b>	<b>B1.16.iii</b>	
<b>Staff</b>	<b>B1.16.iv</b>	
<b>B1.17 - Management information</b>		
<b>Statistics to be provided</b>	<b>B1.17.i</b>	To be accepted. No further description needed.
<b>B1.18 - Contacts at management level and resolution of disputes</b>		
<b>Library contact</b>	<b>B1.18.i</b>	To be accepted. No further description needed.
<b>Supplier contact</b>	<b>B1.18.ii</b>	To be accepted. No further description needed.
<b>Communication language</b>	<b>B1.18.iii</b>	To be accepted. No further description needed.
<b>Supplier's replies</b>	<b>B1.18.iv</b>	To be accepted. No further description needed.
<b>Meetings</b>	<b>B1.18.v</b>	To be accepted. No further description needed.
<b>Working relationship</b>	<b>B1.18.vi</b>	
<b>B1.16 - Defaults</b>		
<b>Defaults description</b>	<b>B1.16.i-xvi</b>	To be accepted. No further description needed.

Added-value service	B2 <sup>2</sup>	Available YES/NO	Technical proposal (Added-value services are optional. Please fill in according to the Specifications)
<b>B2.2 - Standing orders</b>			
Description	B2.2.i		
Orders management	B2.2.ii		To be accepted. No further description needed.
Transition policy	B2.2.iii		
<b>B2.3 - Physical processing</b>			
Available services	B2.3.i		
Costs	B2.3.ii		Not applicable. To be addressed in the Economic Proposal.
Returns and cancellations	B2.3.iii		
<b>B2.4 - Rush order with special delivery</b>			
Rush order with special delivery	B2.4.i		
<b>B2.5 - E-books</b>			
E-books	B2.5.i		
<b>B2.6 – Out-of-Print books</b>			
Out-of-Print books	B2.6.i		
<b>B2.7 - Other added-value services</b>			
Other added-value services available	B2.7.i		

<sup>2</sup> See details in Document II – Specifications for technical and economic proposals.

Added-value service	B2 <sup>2</sup>	Available YES/NO	Technical proposal (Added-value services are optional. Please fill in according to the Specifications)
Further EUI Library system compatibility	B2.7.ii		
Further EDIFACT compatibility	B2.7.iii		

**Signature by the Tenderer** (or by his/her duly authorised representative)

.....

**Place and Date**

.....

**EUI/2014/BOOKS**  
Tender for the Supply of Books  
to the European University Institute, Florence, Italy

**DOCUMENT III - Tender Information and Documentation – 2 b. Economic Proposal**

<b>Name of the Tenderer</b>	
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<b>LOT Number</b>	
<b>Countries (only for lot 4)</b>	

**State the pricing policy book supply, in this format<sup>1</sup>**  
**Publishers list price @ xxx%**

<b>Standard Book Supply Pricing Formula</b>	
<b>Rush Books Supply Pricing Formula</b>	

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<sup>1</sup> See details in Document II - Specifications for technical and economic proposals, point C. 1.

Added-value service	B2 <sup>2</sup>	Available (YES/NO)	Economic proposal <sup>3</sup> Added-value services are optional. Please describe pricing policies or indicate “free of charge” where applicable.
<b>B2.2 - Standing orders</b>			
Description	B2.2.i		
Orders management	B2.2.ii		Mandatory
Transition policy	B2.2.iii		
<b>B2.3 - Physical processing</b>			
Available services	B2.3.i		
Costs	B2.3.ii		
Returns and cancellations	B2.3.iii		
<b>B2.4 - Rush order with special delivery</b>			
Rush order with special delivery costs	B2.4.i		
<b>B2.5 - E-books</b>			
E-books	B2.5		
<b>B2.6 - Other added-value services</b>			
Costs related to other added value services	B2.6.		

<sup>2</sup> See details in Document II – Specifications for technical and economic proposals, point B 2.1-6.

<sup>3</sup> See details in Document II – Specifications for technical and economic proposals, point. C. 2.

**Signature by the Tenderer** (or by his/her duly authorised representative)

.....

**Place and Date**

.....

## EUI/2014/BOOKS

Tender for the Supply of Books  
to the European University Institute, Florence, Italy

### DOCUMENT III - Tender Information and Documentation

#### 3. Declaration Concerning Exclusion Criteria

The Tenderer hereby declares:

- Not being in any of the following situations:
  - Being bankrupt or being wound up, or having their affairs administered by the courts, having entered into an arrangement with creditors, having suspended business activities, or being subject to proceedings concerning those matters, or being in any analogous situation arising from a similar procedure provided for in national legislation;
  - Having been convicted for an offence concerning one's professional conduct;
  - Having been found guilty of professional misconduct proven by any means;
  - Having not fulfilled 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 the candidate is established;
  - Having been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the EUI's financial interests;
- The EUI will be informed immediately of any change in the above circumstances and at any stage during the execution of the contract.

The Tenderer gives proof of being in a stable financial position.

Signature and Stamp by the Tenderer  
(or by his/her duly authorised representative)

Place and Date

.....

.....

## SUPPLY CONTRACT EUI/2014/BOOKS – LOT XX

The European University Institute (hereinafter referred to as the “the Institute”, “the EUI” or “the Contracting Authority”), established in San Domenico di Fiesole, via dei Roccettini 9, Firenze, Italy, CF 80020410488, represented by its President, Prof. Joseph H.H. Weiler [or: for the purposes of the signature of this Contract by *insert name of the Secretary General or authorising officer by delegation*]<sup>1</sup>,

on the one part,

and

[*Full official name*]

[*Official legal form*]<sup>2</sup>

[*Statutory registration number*]<sup>3</sup>

[*Full official address*]

[*VAT registration number*]

(Hereinafter referred to as “the Contractor” or the “Company”), represented for the purposes of the signature of this Contract by Mr/Ms [*forename, surname and function*]

on the other part,

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<sup>1</sup> Signatory must be an authorising officer (by delegation or sub-delegation) designated in accordance with a relevant Delegation Decision e.g. President’s Decision No. 69/70 of 18.12.2013 or Secretary General’s Decision No. 1/2014 of 06.02.2014

<sup>2</sup> Delete if Contractor is a natural person or a body governed by public law.

<sup>3</sup> For natural persons, indicate the number of their identity card, or failing that, of their passport or equivalent.

## HAVE AGREED

To the special and general conditions of this Contract as well as to the following documents:

- Document I - Open invitation to Tender (Annex XXX)
- Document II - Specifications for Technical and Economic Proposals (Annex XXX)
- Contractor's Tender (reference No [complete] of [insert date]) including:
  - Document III.2a filled – Technical proposal (date) (Annex XXX)
  - Document III.2b filled - Economic proposal (date) (Annex XXX)
  - Supporting documents:
    - Document III.1 Information about the Tenderer (Annex XXX)
    - Document III.3- Declaration concerning exclusion criteria(Annex XXX);

which form an integral part of this Contract (hereinafter referred to as “the Contract”).

In the event of any conflict herein,

- The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract.
- The terms set out in the General Conditions shall take precedence over those in the Annexes.
- The terms set out in the Tender Specifications (Annexes XXX-xxx) shall take precedence over those in the Contractor’s Tender (Technical and Economic proposal - Annexes XXX-xxx)

For the avoidance of doubt, the Contractor acknowledges and agrees that the terms of the Contract shall apply to the exclusion of the Contractor’s standard terms and conditions and or any conditions which might be implied by trade custom, practice or other course of dealing.

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Institute, subject to the rights of the Contractor under Article I.7 should it dispute any such instruction.

## I - SPECIAL CONDITIONS

### Article I.1 – Subject matter

**I.1.1** The subject matter of the Contract is the supply of books to the Library at the European University Institute.

**I.1.2** The Contractor shall deliver the supplies and shall provide the services related to them in accordance with the Tender Specifications annexed to the Contract (Annex XXX)

### Article I.2 - Entry into force, duration and renewal

**I.2.1** The Contract shall enter into force [on the date on which it is signed by the last party]

The duration of the Contract shall be five (5) years.

Delivery of supplies and provision of related services shall start from [the date of entry into force of the Contract]. Unless otherwise specified, all periods specified in the Contract are calculated in calendar dates.

The supplies shall be delivered at the Library of the European University Institute. Deliveries may be made on any working day during normal working hours, at the agreed place of delivery.

**I.2.2** Where at the end of the natural term of the Contract, the Contracting Authority has not yet awarded a Contract for the service covering the immediately following period, the Contractor shall be obliged to continue providing the supply for a period not exceeding six (6) months under the same terms and conditions in force at the expiration date.

### Article I.3 – Prices

**I.3.1** The main base of the agreement, used for all materials supplied to the EUI, is the **Publisher's list price**.

**I.3.2** The Supplier's price will be based on the following formula:

- a) Pricing Formula for Standard Book Supply:

**Publisher's list price @ XX%**

This rate will apply to all orders made under this agreement.

- b) Pricing Formula for Rush Order Book Supply

**Publisher's list price @ XXX%**

This rate will apply to all rush orders made under this agreement.

**I.3.3** The above rates for Standard and Rush Order Supply will take into account all discounts and all costs, up to and including delivery to the Client.

**I.3.4** In the absence of a Publisher's list price, or in case of dispute, the base price shall be the marked cover price in the Supplier's stock, or, failing that, the lowest advertised price for public sale.

**I.3.5** The pricing formula agreed establishes a **maximum** price: lower rates may be offered by the Supplier if agreed for specific orders/contracts.

**I.3.6** The formulae based on fixed percentages of Publisher's list price will not be reviewed or adjusted during the lifetime of the Contract and its eventual renewals (the Publisher's list prices themselves may change).

**I.3.6** The economic offer of the Contractor is provided in Annex XXX.

## Article I.4 - Payment arrangements

**I.4.1** Payment of the amounts due and charges under the Contract shall be made only if the Contractor has fulfilled all its contractual and legal obligations.

To obtain payment, the Contractor will follow the analytical procedures required by the Institute in terms of billing, issuing upon request specific invoices for each cost/activity reported.

The Contracting Authority shall make payment within sixty (60) days of receipt of invoice.

The specific details are outlined in Article II.15– Payments of the General Conditions.

Deductions resulting from economic penalties for non-compliance referred to in Article 1.19 of Technical Specifications (Annex XXX) will be compensated simultaneously with the payment of invoices for the period of reference.

## Article I.5 - Bank account

Payments shall be made to the Contractor's bank account denominated in Euro (€) [or in the local currency, if the receiving party has its legal seat outside the Euro-area] and identified as follows:

Name of bank:	
Branch address in full:	
Exact designation of account holder:	
Full account number including SWIFT/BIC	
IBAN code: when applicable	

## Article I.6 – Communication details and Data Controller

**I.6.1** For the purposes of Article II.6, the Data Controller shall be the European University Institute Library, represented by its Director Tommaso Giordano

Any notice or other communication relating to the Contract shall be made in writing, shall bear the Contract number and shall be sent to the appropriate address or email address set out below (or such other address or person as the relevant party may notify to the other):

### Contracting Authority:

European University Institute
Library
Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)
E-mail address: <a href="mailto:Library@EUI.eu">Library@EUI.eu</a>
Other contacts:

### Contractor:

Name and surname:	
Function:	
Company name:	
Full official address:	
Email:	

## Article I.7 - Applicable law and settlement of disputes

**I.7.1** The Contract shall be governed by the EUI's regulatory framework including but not limited to the Financial Rules of the EUI and relevant regulatory framework on Public Procurement, complemented, where necessary, by the law of Italy.

**I.7.2** Any dispute between the Contractor and the Institute in relation to the interpretation, application or validity of the Contract, and which cannot be settled amicably between the parties, will be referred to an ad hoc, jointly-appointed Mediator.

The Mediator will have the duty to conduct mediation in an effective, impartial and competent manner, regardless of their denomination or profession of that third person in the Member State concerned and of the way in which the Mediator has been appointed or requested to conduct the mediation. The Mediator must make a decision within 5 working days unless specified differently by both the assigning parties.

The Mediator must adhere to the European Code of Conduct for Mediators.

The costs of the mediation procedure shall be borne by the party who initiates the mediation procedure.

**I.7.3** If the decision of the Mediator is considered unsatisfactory and thus the dispute with the Institute cannot be settled amicably, any party to the mediation may activate the arbitration procedure within four (4) weeks of the date on notification of the decision of the Mediator to the parties involved.

To start an arbitration process, each party shall appoint one arbitrator and these two persons shall then nominate a third arbitrator.

The arbitration procedure must take place in Florence (Italy) and the language used in the arbitral proceedings will be English.

The arbitral award will be binding on all parties and will not be subject to appeal.

The decisions of the arbitration shall be taken by majority.

The costs of arbitration shall be borne by the losing party in the arbitration process.

## **Article I.8 - Termination by either party**

Either party may, unilaterally and without being required to pay compensation, terminate the Contract by formally notifying the other party by giving three months' notice. Should the Contracting Authority terminate the Contract, the Contractor shall only be entitled to payment corresponding to the supplies delivered before the termination date. The first paragraph of Article II.14.3 shall apply.

### SIGNED

For the Contractor,

[Name/surname /function]

Signature/s: \_\_\_\_\_

Signed in Florence, on \_\_\_\_\_

For the Contracting Authority,

[Name/surname /function]

Signature/s: \_\_\_\_\_

Signed in Florence, on \_\_\_\_\_

In duplicate in English

## **II – GENERAL CONDITIONS FOR SERVICE CONTRACTS**

### **Article II.1 – Performance of the Contract**

**II.1.1** For the performance of the Contract the Contractor is bound by the Technical Specifications of the tender and by its own technical proposal.

The Contractor shall perform the Contract according to the highest professional standards.

**II.1.2** The Contractor must ensure that the personnel performing the Contract possesses the professional qualifications and experience required for the execution of the tasks assigned to it.

**II.1.3** The Contractor shall neither represent the Contracting Authority nor behave in any way that would give such an impression.

**II.1.4** The Contractor shall be solely responsible for the personnel who execute the tasks assigned to the Contractor.

**II.1.5** Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the Contractor shall immediately and on its own initiative record it and report it to the Contracting Authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with its obligations under this Contract. In such an event the Contractor shall give priority to solving the problem rather than determining liability.

**II.1.6** Should the Contractor fail to perform its obligations under the Contract, the Contracting Authority may -without prejudice to its right to terminate the Contract- reduce or recover payments in proportion to the scale of the unperformed obligations (see Art. 1.19 of Technical Specifications – Annex XXX).

### **Article II.2 – Means of communication**

**II.2.1** Any communication relating to the Contract or to its performance shall be made in writing. Any communication is deemed to have been made when it is received by the receiving party unless otherwise provided for in this Contract.

**II.2.2** Electronic communication shall be deemed to have been received by the parties on the day of dispatch of that communication provided it is sent to the addressees listed in article I.6. Without prejudice to the preceding, if the sending party receives a message of non-delivery to or of absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other party.

Electronic communication shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

**II.2.3** Mail sent using the postal services is deemed to have been received by the Contracting Authority on the date on which it is registered by the department responsible referred to in article I.6.

Any formal notification shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

## **Article II.3 - Liability**

**II.3.1** The Contractor shall be solely responsible for complying with any legal obligations incumbent to it.

**II.3.2** The Contracting Authority shall not be held liable for any damage caused or sustained by the Contractor, including any damage caused by the Contractor to third parties during or as a consequence of performance of the Contract, except in the event of wilful misconduct or gross negligence on the part of the Contracting Authority.

**II. 3.3** In addition, the Contractor shall be held liable for any loss or damage, cost (including legal and other professional fees) or expenses sustained by the Contracting Authority but caused by the Contractor in performance of the Contract, including in the event of subcontracting and for any claim by a third party.

**II.3.4** The Contractor shall indemnify and hold the Institute harmless for all damages and costs incurred due to any claim. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Contracting Authority by a third party as a result of damage caused by the Contractor during the performance of the Contract. In the event of any action brought by a third party against the Contracting Authority in connection with the performance of the Contract, the Contractor shall assist the Contracting Authority.

**II.3.5** The Contractor shall take out an insurance policy against risks and damage relating to the performance of the Contract, if required by the relevant applicable legislation. It shall take out supplementary insurance as reasonably required by standard practice in the industry.

## **Article II.4 - Conflict of interest**

**II.4.1** The Contractor shall take all the necessary measures to prevent any situation of conflict of interest. Such situation arises where the impartial and objective performance of the Contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.

**II.4.2** Any situation constituting or likely to lead to a conflict of interest during the performance of the Contract shall be notified to the Contracting Authority in writing without delay. In the event of any such conflict, the Contractor shall immediately take all the necessary steps to rectify the situation. The Contracting Authority reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.

**II.4.3** The Contractor declares that it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the Contract.

**II.4.4** The Contractor shall pass on all the relevant obligations in writing to its personnel and to any natural person with the power to represent it or take decisions on its behalf and ensure that it is not placed in a situation which could give rise to conflicts of interest. The Contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the Contract including subcontractors.

Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Institute, any member of the Contractor Staff exposed to such a situation.

## **Article II.5 - Confidentiality**

**II.5.1** The Contracting Authority and the Contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the Contract and identified in writing as confidential.

The Contractor shall:

- a) not use confidential information and documentation for any purpose other than fulfilling its obligations under the Contract without prior written agreement of the Contracting Authority;
- b) ensure the protection of such confidential information and documentation with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;
- c) not disclose directly or indirectly confidential information and documentation to third parties without prior written agreement of the Contracting Authority.

**II.5.2** The confidentiality obligation set out in Article II.5.1 shall be binding on the Contracting Authority and the Contractor during the performance of the Contract and for five years starting from the date of the entry into force of the Contract unless:

- a. the disclosing party agrees to release the other party from the confidentiality obligation earlier;
- b. the confidential information becomes public through other means than via breach of the confidentiality obligations, through disclosure by the party bound by that obligation;
- c. the disclosure of the confidential information is required by law.

**II.5.3** The Contractor shall obtain from any person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the Contract, an undertaking that they will comply with the confidentiality obligations set out in Article II.5.1.

## **Article II.6 - Processing of personal data**

**II.6.1** Any personal data included in the Contract shall be processed by the Institute in accordance with the EUI's Data Protection policy, as provided for in the [President's Decision n.40/2013 regarding Data Protection at the EUI](#). Such data shall be processed by the EUI Library Data

Controller solely for the purposes of the performance, management and monitoring of the Contract without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of relevant legal and regulatory framework.

**II.6.2** The Contractor shall have the right of access to its personal data and the right to rectify any such data. The Contractor should address any queries concerning the processing of its personal data to the Data Controller indicated in Art. I.6

**II.6.3** The Contractor shall have the right of recourse at any time to the Director of the Library.

**II.6.4** Where the Contract requires the processing of personal data by the Contractor or any of its subcontractors on behalf of the Contracting Authority, the Contractor may act only under the supervision of the Data Controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise its rights. The Contractor shall be bound by the relevant provisions of the EUI's President's Decision No. 40/2013 as well as by the Data Protection Directive (95/46/EC) and all applicable national laws and regulations of the country where it is established relating to the processing of personal data and privacy.

**II.6.5** The Contractor shall grant its personnel access to the data only to the extent strictly necessary for the performance, management and monitoring of the Contract.

**II.6.6** The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
  - i) unauthorised reading, copying, alteration or removal of storage media;
  - ii) unauthorised data input, as well as any unauthorised disclosure, alteration or erasure of stored personal data;
  - iii) unauthorised use of data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data has been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the Contracting Authority;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

## **Article II.7 - Subcontracting**

**II.7.1** The Contractor shall not subcontract without prior written authorisation from the Contracting Authority nor cause the Contract to be *de facto* performed by third parties.

**II.7.3** Even where the Contracting Authority authorises the Contractor to subcontract to third parties, the Contractor shall remain bound by its contractual obligations and shall be solely responsible for the proper performance of this Contract.

**II.7.4** The Contractor shall make sure that the subcontract does not affect rights and guarantees granted to the Contracting Authority by virtue of this Contract, notably by Article II.16.

## **Article II.8 - Amendments**

**II.8.1** Any amendment to the Contract should be agreed by both parties in writing before fulfilment of any new contractual obligations.

**II.8.2** The amendment may not have the purpose or the effect of making changes to the Contract which might call into question the decision awarding the Contract or result in unequal treatment of tenderers.

## **Article II.9 – Assignment**

**II.9.1** The Contractor shall not assign the rights, including claims for payments, and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Contracting Authority.

**II.9.2** In the absence of such authorisation, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the Contractor shall not be enforceable against the Contracting Authority and shall have no effect on it.

## **Article II.10 - Force Majeure**

**II.10.1** “Force majeure” means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the Contract, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.

**II.10.2** A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

**II.10.3** The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the Contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.

**II.10.4** The parties shall take all the necessary measures to limit any damage due to force majeure.

## **Article II.12 – Liquidated damages**

**II.12.1** The Contracting Authority may impose liquidated damages according to Art 1.19 of the Technical Specifications (Annex XXX).

## **Article II.13 – Suspension of the performance of the Contract**

### **II.13.1 Suspension by the Contractor**

The Contractor may suspend the performance of the Contract or any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The Contractor shall inform the Contracting Authority about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the Contract.

Once the circumstances allow resuming performance, the Contractor shall inform the Contracting Authority immediately, unless the Contracting Authority has already terminated the Contract.

### **II.13.2 Suspension by the Contracting Authority**

The Contracting Authority may suspend the performance of the Contract or any part thereof:

- (a) if the Contract award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud;
- (b) in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred;
- (c) if the performance of the Contract is subject to persistent errors in service, according to Article 1.19 of Technical Specifications (Annex XXX)

Suspension shall take effect on the day the Contractor receives formal notification, or at a later date provided in the notification. The Contracting Authority shall give notice as soon as possible to the Contractor to resume the service suspended or inform the Contractor that it is proceeding with the termination of the Contract. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

## **Article II.14 - Termination of the Contract**

### **II.14.1 Grounds for termination**

Notwithstanding any other term of this Contract, the Contracting Authority may terminate the Contract, a purchase order or specific contract in the following circumstances:

- a) if a change to the Contractor's legal, financial, technical or organisational or ownership situation is likely to affect the performance of the Contract substantially or calls into question the decision to award the Contract;

- b) if the Contractor does not perform the Contract or a purchase order or specific contract as established in the Tender Specifications, the request for services or fails to fulfil any other substantial contractual obligation, as indicated in Art. 1.19 of the Technical Specifications (Annex XXX);
- c) in the event of force majeure notified in accordance with Article II.11 or if the performance of the Contract has been suspended by the Contractor as a result of force majeure, notified in accordance with Article II.11, where either resuming performance is impossible or the modifications to the Contract might call into question the decision awarding the Contract or result in unequal treatment of tenderers ;
- d) if the Contractor is declared bankrupt, is 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.
- e) if the Contractor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means;
- f) if the Contractor 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 the country of the applicable law of this Contract or those of the country where the Contract is to be performed;
- g) if the Contracting Authority has evidence that the Contractor or natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption or any other illegal activity detrimental to the financial interests of the EUI, or has evidence or seriously suspects that they are involved in a criminal organisation or money laundering;
- h) if the Contracting Authority has evidence that the Contractor or natural persons with power to represent or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the Contract, including the case of submission of false information;
- i) if the Contractor is unable, through its own fault, to obtain any permit or license required for the performance of the Contract, purchase orders or specific contracts;

#### **II.14.2 Procedure for termination**

When the Contracting Authority intends to terminate the Contract, a purchase order or specific Contract, it shall formally notify the Contractor of its intention, specifying the grounds thereof. The Contracting Authority shall invite the Contractor to make any observations and, in the case of point II.14.1, point d) to inform the Contracting Authority about the measures taken to continue the fulfilment of its contractual obligations, within 30 days from receipt of the notification.

If the Contracting Authority does not confirm acceptance of these observations by giving written approval within 30 days of receipt, the termination procedure shall proceed. In any case of termination, the Contracting Authority shall formally notify the Contractor about its decision to terminate the Contract.

In all cases listed above the formal notification shall specify the date on which the termination takes effect.

#### **II.14.3 Effects of termination**

In the event of termination, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the notification of termination, the Contractor shall take all the appropriate measures to minimise costs, prevent damages, and cancel or reduce its commitments. The Contractor shall have 60 days from the date of termination to draw up the documents required by the special conditions for the tasks already executed on the date of termination and produce an invoice if necessary. The Contracting Authority may recover any amounts paid under the Contract.

The Contracting Authority may claim compensation for any damage suffered in the event of termination.

On termination the Contracting Authority may engage the second in ranking or any other Contractor to execute or complete the services. The Contracting Authority shall be entitled to claim from the Contractor all extra costs incurred in this regard, without prejudice to any other rights or guarantees it may have under the Contract.

### **Article II.15 - Payments**

#### **II.15.1 Date of payment**

Payments shall be deemed to be effected on the date when they are debited to the Contracting Authority's account.

#### **II.15.2 Currency**

The Contract shall be in euros.

Payments shall be executed in euro (€).

#### **II.15.3 Invoices and VAT**

The Supplier must supply the EUI with original invoices. Each invoice shall be prepared as specified below. The Supplier shall present the invoices to the EUI upon delivery or partial delivery of the order. Despatch must be no later than three working days after the date of invoice. Invoices may arrive with the books to which they refer (in the same delivery) or may be sent by post or by electronic means, if a delivery slip is inserted in the package or in every book. The Supplier may invoice in the currency of their country of origin. Different conditions may be defined in the Contract.

Invoices must always specify:

- The client address as specified on the purchase order
- The EUI fiscal code 800.204.104.88
- The EUI order number
- The title/author (short)
- Edition (if relevant)
- Volume / Number or specific title, in case of multi-volumes works or series.
- The Publisher's list prices for all items plus the total.
- VAT rate applied and mention of EUI's VAT exemption when applicable.
- The total price, having applied the pricing formula agreed in the Economic proposal. The currency must be clearly indicated.
- The exchange rate applied (reference: *Euro foreign exchange reference rate by ECB* <http://www.ecb.eu/stats/exchange/eurofxref/html/index.en.html> )
- IBAN, BIC/SWIFT numbers for the Supplier
- Supplier's VAT number

Invoices may be sent as PDF of the original invoice exclusively to the following e-mail address:

[Library.digital.invoices@eui.eu](mailto:Library.digital.invoices@eui.eu).

The EUI is as a rule, exempt from payment of Value Added Tax (VAT) pursuant to art. 151, para 1 (b) and para 2 of Council Directive 2006/112/EC, as last amended by Council Directive 2009/162/UE.

This exemption applies to goods imported and services provided for the Institute's official activities for amounts exceeding €300.00 (three hundred/00).

The EUI is exempt from customs duties and direct taxes within the terms of Articles 4 and 5 of the "[Protocol on the Privileges and Immunities of the European University Institute](#)".

The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that supplies and services required for the performance of the Contract are exempt from taxes and duties, including VAT exemption.

#### **II.15.4. Suspension of the time allowed for payment**

The Contracting Authority may suspend the payment periods at any time by notifying the Contractor that its invoice cannot be processed, either because it does not comply with the provisions of the Contract, or because the appropriate documents have not been produced.

The Contracting Authority shall inform the Contractor in writing as soon as possible of any such suspension, giving the reasons for it.

Suspension shall take effect on the date the notification is sent by the Contracting Authority. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the Contractor may request the Contracting Authority to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document and the new document produced is also rejected, the Contracting Authority reserves the right to terminate the Contract.

## **Article II.16– Recovery**

**II.17.1** If an amount is to be recovered under the terms of the Contract, the Contractor shall repay the Contracting Authority the amount in question according to the terms and by the date specified in the debit note.

**II.17.2** If the obligation to pay the amount due is not honoured by the date set by the Contracting Authority in the debit note, the amount due shall bear interest at the rate indicated in Article II.15.5. Interest on late payments shall cover the period from the day following the due date for payment, up to and including the date when the Contracting Authority receives full payment of the amount owed.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.

## **Article II.18 – Checks and audits**

**II.18.1** The Contracting Authority may check or have an audit on the performance of the Contract. It may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks and audits may be initiated during the performance of the Contract and during a period of five years which starts running from the date of the payment of the balance.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the Contracting Authority. Audits shall be carried out on a confidential basis.

**II.18.2** The Contractor shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by national law and under the conditions laid down therein, for a period of five years which starts running from the date of the entering into force of the Contract.

**II.18.3** The Contractor shall allow the Contracting Authority's staff and outside personnel authorised by the Contracting Authority the appropriate right of access to sites and premises where the Contract is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The Contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate form.

**II.18.4** On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the Contractor, which shall have 30 days following the date of receipt to submit observations. The final report shall be sent to the Contractor within 60 days following the expiry of that deadline.

On the basis of the final audit findings, the Contracting Authority may recover all or part of the payments made and may take any other measure which it considers necessary.