



REAL ESTATE AND FACILITY SERVICES

OP/EUI/REFS/2017/003

Tender for the provision of services for translating, editing, proof-reading, transcribing for administrative purpose and interpreting for the European University Institute

YEAR 2017

Summary

CHAPTER I – GENERAL INFORMATION REGARDING THE TENDER	4
Article 1 – Presentation of the European University Institute	4
Article 2 – Definitions	4
Article 3 – Object of the Contract.....	4
Article 4 – Duration of the Contract	5
Article 5 – Estimated value of the tender.....	5
CHAPTER II – DESCRIPTION OF THE SERVICES REQUIRED	5
Article 6 – Implementing rules for the services of translating, editing, transcribing and proof-reading for administrative purpose	5
Article 7 – Implementing Rules for Interpreting Service	7
Article 8 – Description of locations and equipment for interpretation service	8
Article 9 – Urgent services.....	8
Article 10 – Service commitment	8
Article 11 – Personnel Regulation	8
Article 12 – Service Supervisor	9
Article 13 – Service Stability	9
CHAPTER III – QUALITY CONTROL AND SERVICE COMPLIANCE	10
Article 14 – Verification and checks	10
CHAPTER IV - OBLIGATIONS AND CHARGES	11
Article 15 – Obligations and charges to be borne by the Contractor.....	11
Article 16 – Security Rules	11
Article 17 – Insurance Policy.....	11
CHAPTER V – BREACH OF CONTRACT AND SANCTIONS.....	12
Article 18 – Sanctions	12
CHAPTER VI – EXCLUSION, SELECTION AND AWARDING CRITERIA	13
Article 19 – Exclusion causes	13
Article 20 – Selection Criteria	13
Article 21 – Awarding Criteria and Offer Evaluation Criteria	15
Article 22 - Necessary requirements for the awarding	17
CHAPTER VII – ADMINISTRATIVE INFORMATION.....	18
Article 23 – Sub-contracting and contract transfer	18
Article 24 - Payment Procedures.....	18
CHAPTER VIII – FINAL DISPOSITIONS.....	18



Tender Specifications for assigning services of translating, editing, proof-reading, transcribing for administrative purpose and interpreting for the, European University Institute - OP/EUI/REFS/2017/003

Article 25 – General Information..... 18
Article 26 – Contract Manager 19
Article 27 – Referent of the Contract 19
Article 28 - Final Provisions and attachments 19

Signature of Legal Representative

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CHAPTER I – GENERAL INFORMATION REGARDING THE TENDER

Article 1 – Presentation of the European University Institute

The European University Institute (EUI) is a post-graduate and post-doctoral research institute in the field of social sciences, established by a [Convention](#) dated 19th April 1972, ratified by the Member States of the European Community, with the aim of providing advanced academic training for doctoral researchers and promoting research at the highest levels. The Convention setting up the EUI includes the “Protocol on the Privileges and Immunities of the EUI”.

The EUI Community numbers about 1.300 members. Researchers, academic and administrative staff are for the most part – though not exclusively – citizens of the Member States.

The EUI's headquarters are at the Badia Fiesolana, Via dei Roccettini 9, in San Domenico di Fiesole (near Florence, Italy).

For more information, please see the EUI's official website at www.eui.eu.

Article 2 – Definitions

“Company” and “Contractor” mean the company to which the tender has been awarded and to which the provision of the services, object of these Tender Specifications (T.S.), is entrusted. “Tenderer” refers to the company that presents an offer.

“Contracting authority” and “Institute” mean the European University Institute, which entrusts the services object of these Tender Specifications, to the Company.

Article 3 – Object of the Contract

The Institute launches this open call for tender with the aim of signing a Framework Contract in cascade for the provision of the services of translating, editing, proof-reading, transcribing for administrative purpose and interpreting.

The awarded company must assure the language coverage as set in the present Tender specification.

It is acknowledged that any documents related to the academic sector, taking into account the specificity of the treated topics, is excluded from the present tender. However, the Institute in case of necessity reserves the right to ask for this service to the awarded company.

3.1 - Translating, editing, transcribing and proof-reading for administrative purpose

The texts to deal with will mainly but not only be of financial/administrative nature such as business/legal documents concerning the Institute’s activities.

Translating means transposing one text from a source language to a target language.

Editing means re-reading and correcting/revising previously translated texts, in order to ensure that the translation is the best rendering possible of the original text. Editing may also be required for original texts which need to be improved.

Transcription is transcribing a text while listening to a discussion recorded on a CD

Proof-reading means reading and correcting, done by a professional mother-tongue of the target language, of a previously translated text.

3.2 – Interpreting services

With the present Tender the guidelines are set for Interpreting Services in the most commonly used languages during the activities of the EUI (English, French, Spanish and German) and occasionally also in other languages, both European and Extra-European.

Interpreting is an oral communication system for speakers who do not share a common language.

The interpreting services required are:

- conference: simultaneous - cabin, consecutive and “in chuchotage” (whispered);
- negotiation: assuring an informal comprehension for small groups of people using only one language combination.

Article 4 – Duration of the Contract

The duration of the Framework Contract is established as 5 (five) years from the date of signature by the parties.

If, when the contract has automatically lapsed, the Contracting authority has not yet awarded the supply for the following period of time, the Company will be obliged to continue the supply for a period of 6 (six) months at most, under the same contractual conditions in force when the Contract expired.

The initial 6 (six) months of the Framework Contract will be intended as a trial period in order to allow the Contracting authority to reach a broad and overall assessment of the partnership. At the end of this period, if any Company, in spite of repeated warnings, do not prove trustworthy and professional, the Contracting authority is entitled to recede from the contract with a 30 (thirty) days notice that will be sent to each Company via registered letter with acknowledgement of receipt.

Article 5 – Estimated value of the tender

The estimate of the total value of the tender amounts to € 300.000,00 (three hundred thousand/00), VAT excluded, based on an annual estimation of € 60.000,00 (sixty thousand /00), VAT excluded.

The above-mentioned estimate takes into account the average costs incurred by the Institute in the years 2014-2015-2016 for the service required in the tender specification.

CHAPTER II – DESCRIPTION OF THE SERVICES REQUIRED

Article 6 – Implementing rules for the services of translating, editing, transcribing and proof-reading for administrative purpose

The texts to deal with will mainly but not only be of financial/administrative nature such as business/legal documents concerning the Institute’s activities.

As they will be technical texts, language proficiency in such field is required.

The texts will vary both in length and urgency.

The necessary language combinations include all the languages of the European Union, both as source and as target languages; work that requires extra-European languages, might also be required.

The Institute cannot provide an accurate estimation of the volume of work that will be required with this tender. A general estimation could be a volume of work from 350 to 400 sheets per year. This information is given only as an evaluation criteria and it is therefore not an obligation for the Institute to buy the quantities of services here mentioned.

The assignments will be transmitted by sending electronic documents, the dealing with which will have to strictly respect the instructions given by the Tenderer, in order to avoid interventions of re-formatting after the delivery. The files must be returned via email directly to the Tenderer.

It must be noted that the Institute is currently using Office 2010. This obviously could change during the period of validity of the present Tender. It is therefore asked that the Company be willing to intervene in order to ensure the correspondence between its digital system and that of the Institute, in a relatively short time.

The work is commissioned with a request for an estimate, to which the Company must reply within a maximum of 24 hours (1 day) after receipt. Having accepted the estimate, the Institute will send a specific order. The Company must then explicitly accept the order with a confirmation email within 24 hours (1 day) after receipt and send back two copies with original signature. The acceptance of the order automatically represents acceptance of all the demands and the instructions contained within it.

The deadline for the finished work depends on the length of the document to be translated and on the urgency of the demand for the service. The deadline agreed by both parties is written on the order emitted for the specific task.

In order to ensure the coherency of the job, the Institute demands that the task be done by one single professional.

It is the responsibility of the Company to distribute the work amongst its employees in order to guarantee that deadlines are respected.

The responsibility for a correct delivery on time is to be borne by the Company.

All texts on which the company works, when returned, must be of a standard that does not require further interventions on the part of the Institute. The company must guarantee that:

- the timing for the reply to the request for an estimate (**TP**) and the acceptance of the order (**TA**) are respected (Article 10);
- the deadline indicated in the request sent by the Institute and accepted by the Company must be rigorously respected;
- the text must be ready for use;
- instructions dictated by the Institute must be observed;
- the work must be finished, accurate, coherent and consistent;
- possible references to other documents previously published have been accurately checked and verified;
- specific terminology has been used correctly in the document;
- accurate and precise attention must be dedicated to style, register and readability;
- Professionals involved must have signed the “Declaration of Confidentiality” in the Annex II – C and must be of unquestionable ethics.

Article 7 – Implementing Rules for Interpreting Service

The Institute mostly asks for the supply of Interpretation services in the four (4) languages most frequently used in the Institute: English, French, Spanish, and German. Other European Union languages, including those of the newly entered countries, and non-EU languages (especially Russian and Chinese) will be requested in case of necessity.

Services will mainly be for conference interpreting, mostly simultaneous; less frequently consecutive translation and even less frequently “in chuchotage”.

Negotiation interpreting is required only in very rare, particular cases.

It is necessary that the Company guarantees to the Institute the availability of a sufficient number of certified interpreters for all of the languages and combinations required. Professionals must be familiar with economic-financial, legal, administrative and scientific terminology.

The Contracting authority is not able to give an accurate definition of the volume of work that will be object of the services requested with the present tender. As a general indication an annual amount of fifteen (15) days could be estimated for the interpreting services, involving up to a maximum of twelve (12) interpreters at a time. This information is only given for estimation purposes and the Institute is not obliged to acquire the quantities here mentioned.

Every service requested will be preceded by an estimate requirement, which will be followed, after acceptance, by a specific order for the single task, containing all the necessary information for providing the service: calendar of the event, typology of interpretation, language and the combinations required. The Company must then send the estimate within a maximum of 24 hours (1 day) from receipt of the request. After having received the order from the Institute, the Company must confirm its acceptance of the task with a specific email within a maximum of 24 hours (1 day) and send two copies with original signatures. The acceptance of the order automatically represents the acceptance of all the requests and instructions included within it.

Interpreters must be at the venue of the event thirty (30) minutes before the scheduled beginning, unless different instructions for specific tasks are given. This time will be counted as working time. Any delay or impediment must be promptly reported by phone and email to the person of reference responsible for the management of the contract (Article 35).

In occasion of meetings of very specialized content, the Institute might send specific preliminary documents to the interpreters in order to familiarize with the subject. If the documents sent are confidential, the interpreters must bring the documents with them, and, once the event is over, give them back to the Institute without keeping any copy of them.

The Institute requests that every interpreter adheres to the Professional Moral Code outlined by the AIIC or equivalent, regardless of whether or not s/he is a member of specific associations.

For every interpretation service the following points must be assured:

- the timing of replies to the estimate (**TP**) and acceptance (**TA**) of the specific order (Article 10);
- the professionals involved must have proved experience and specialization;
- the professionals involved must have signed the “Non- disclosure agreement” attachment D and must be of irreprehensible ethics;
- the agreed deadlines for the service must be respected.

Article 8 – Description of locations and equipment for interpretation service

Services of in-cabin interpretation will take place in the buildings of the Contracting authority, more precisely:

- In the theatre, at the **Badia Fiesolana**, where a BOSH Digital sound system is installed with 3 irradiator, and up to 32 languages may be translated simultaneously and there are four (4) cabins, each one equipped with:
 - three (3) panels;
 - three (3) radiators;
 - the registration forms is on demand.

A new room is being prepared and equipped for interpretation services in **Villa Salviati**, the realization of which should happen during the period of validity of the contract coming from the present procedure.

In case other rooms are needed for simultaneous interpretation, the institute will provide further cabins equipped according to regulations.

Article 9 – Urgent services

If necessary, the Institute may request urgent services of translation, editing, proof-reading and/or interpretation, for example two (2) pages in one hour (1) or the availability of interpreters at only one (1) day's notice.

All the specific instructions for these services will be enclosed in the relative order.

Article 10 – Service commitment

To order a specific task, the Institute referent sends to the Company a request with an offer via email. This request will contain the detailed description of the service required, with clear indications of characteristics and terms of execution and the deadline.

The Company will reply via email at the latest within one (1) working day, clearly stating the acceptance of the service as described by the Institute. The Company may propose different terms or declare to be unavailable; In this case if the company's proposal does not meet the necessary requirements or if the company is unavailable the Institute reserves the right to request the services to the next Contractor on the list.

After the formal acceptance of the service, the Institute will send the necessary documentation for the execution of the service.

The costs of the service are defined on the basis of the prices offered by the Company during the tendering procedure.

Article 11 – Personnel Regulation

The Company must guarantee the immediate availability of a team of professionals with characteristics that meet the requirements of the Institute in terms of numbers, experience, education and skills, in order that the services fully respect the contract established in the present Tender Specifications, in the Invitation Letter and in the attached documents.

Professionals designated for the service must be informed of the methods for completing the latter and must be aware of the environment where they are called to work. The activities, which are object of this tender, must be carried out with care and scrupulousness.

The Company must entrust the service to professionals of proven competence, honesty and morality, capable of maintaining decorous and irreprehensible behaviour; they must be discreet, correct, available to collaborate both with the personnel of the Contracting authority and with the external users of the locations.

Every professional involved in the execution of the services, object of the present procedure, must sign a "Non-disclosure agreement", attachment D, which will be valid for the entire course of the present procedure. This declaration must be delivered along with the subscription to the tender, for all the professionals who will be involved, correctly signed and dated. The Company must deliver a signed declaration for each new professional involved in the services after the tender contract has been signed, for the period of validity of the contract.

The company, not later than five (5) days before the start of the tender, is obliged to provide the Contracting authority with the necessary documentation to prove the respect of the obligations foreseen by the Italian Laws, in force where work is concerned (insurance, contributions, retributions, obligations, etc.).

The same documentation must be presented every time the work-team undergoes variations (substitutions, new collaborations, etc.), not later than three (3) days from the modification.

The Contracting authority, reserves the right to ask for a substitution of any person who does not meet the obligations above mentioned and/or results not to be capable of completing the tasks assigned. In this case, the Company must see to the substitution of the unsuitable people without this having negative impact on the costs and /or the final quality of the work.

Article 12 – Service Supervisor

Before the start of the tender, the Company must identify and communicate to the Contracting authority a Representative Manager of its own, called Service Supervisor to whom the spokesperson of the Institute may refer for any request, objection and/or clarification necessary during the period of the service. This person must be contactable by a phone provided by the Company at its own costs.

The Supervisor of the Company will need to be acceptable to the Contracting authority, highly professional and to know perfectly the operating personnel, the instruments and their correct use and all other problems regarding the management of the service.

S/he must intervene, decide and respond directly for unforeseen problems that may arise with regard to the regular execution of the services required, and for the investigation of any damage.

The Figure of the Supervisor cannot, in any way, represent an additional charge for the Contracting authority.

Article 13 – Service Stability

The Company commits to guarantee a high standard of stability for the service to this tender.

Therefore, under no circumstances, may it suspend or interrupt the service, or it will be subject to the penalties established in the following Article 18, unless the Contracting authority asks for compensation for the costs incurred if it was obliged to cover the service by itself or in a different way.

If, during the contract period, there are strikes or reasons of force majeure, which prevent the service from happening, the Contracting authority will have the right to ensure that the amounts spent to cover the non-performed services will be detracted from the corresponding bills.

In case of strikes or force majeure that may influence the normal execution of the service, the Contracting authority could arrange to detract from the invoice the cost of the service not supplied.

In all cases of force majeure that might influence the normal execution of the service the Contracting authority and the Company agree to contact one another immediately, to find a solution for the problem as quickly as possible.

CHAPTER III – QUALITY CONTROL AND SERVICE COMPLIANCE

Article 14 – Verification and checks

The services foreseen by the present tender are subject to verification by the Contracting authority.

The processes of verification of conformity are intended to certify that the contractual services have been perfectly executed according to the technical profile, and conform to and respect the conditions, modalities, terms and prescriptions described in the present tender.

The verification processes also aim to make sure that the data resulting from the accounting and the supporting documentation correspond to one another and with the final results.

By way of example, and not to be considered exhaustive, hereby is listed the process of verification of conformity:

- For monitoring and quality control of the service of translations, editing and/or proof-reading, the Institute reserves the right to carry out random checks to be done by a spokesperson of the Institute, nominated by the Contracting authority. After every check a report will be made outlining the results, the comments and any non-compliance. This document will be delivered to the supervisor of the Company (Article 12) who, within five (5) working days must report on how the indications resulting from the verification will be received and dealt with.
- To monitor the level of satisfaction of the Contracting authority with regard to the services of translation, editing, proof-reading and interpretation, the Contracting authority, starting from the day of the assignment and for the entire duration of the contract, reserves the right to make random checks, also referred to as Customer Satisfaction (CS) investigations. The Company is required to take part in these unconditionally and supply the collaboration required. The results of the CS will be used to show the level of satisfaction for the service and will be analysed together with the Supervisor and the Company Spokesperson in order to adopt the necessary corrective measures for improving the service in case the Contracting authority's expectations are not met, totally or even only partially.

For every default found in the service, the Contracting authority will apply the penalties indicated in the following Article 18, unless the Company provides an immediate solution to remedy the default.

CHAPTER IV - OBLIGATIONS AND CHARGES

Article 15 – Obligations and charges to be borne by the Contractor

The company shall bear all the obligations and charges relating to the service covered by this procedure, in compliance with the existing laws on health, safety and hygiene in the workplace. The Company is also bound by the provisions included in these Tender Specifications, in the Attachments enclosed with the Tender, and in the Invitation Letter.

The Company shall be held directly accountable for any bodily injury and/or property damage and any damage to the Contracting authority; any compensation shall be borne completely and exclusively by the Company.

The Company agrees to consider blameless and to compensate the Contracting authority for any damage, as well as criminal and civil liability towards third parties and/or property, directly and indirectly, also as a partial result or consequence of the entrusted services.

The Company undertakes to respect and enforce among its employees, work members, operators and/or collaborators in various capacities, its Data Protection policy, as mentioned in the Decision of the President n° 40 of 27 August 2013, accessible on <http://www.eui.eu/AboutTheWebsite/DataProtection.aspx>.

Article 16 – Security Rules

The Company is obliged, in order to guarantee work-place safety, to comply strictly with the existing legislation on health protection and worker safety.

All activities connected with the services, object of this tender, must be executed with order and all necessary precautions, in order to prevent any damage or injury to those working and to third parties and not to cause any damage to floors, furniture, doors, frames, walls, wall-painting etc.

Furthermore, it is also the Company responsibility to provide the Personal Protection Devices (DPI) that will be necessary to perform the service in total safety.

Article 17 – Insurance Policy

The Company, according to the obligations assumed once the offer is presented, relieves the Contracting authority of all and any responsibility in case of injury or damages to people, things, means or values both of the Institute and the Company or third parties, that may occur because of the activity carried out while performing the services.

In order to participate in the present tender, every participant must demonstrate to have secured, with a bona fide Insurance Company, one or more insurance policies which assure the civil responsibility of the Company, and also covering its employees, collaborators or subcontractors, towards the Contracting authority, and other third parties (RCT), and also its employees and collaborators (RCO).

The guarantee threshold must be adequate for the activity in object in this tender, including all the operations and necessary activities, both ancillary and complementary, without exclusion or exception, and cannot be, under any circumstances, less than 1.000.000,00 EURO per damage, per person, and per object.

Every participant is called upon to present a copy of the aforementioned policies with the offer, attached to the rest of the administrative documentation.

CHAPTER V – BREACH OF CONTRACT AND SANCTIONS

Article 18 – Sanctions

The Company is obliged to organize a structure that guarantees that any services requested by Chapter II of the present tender can be executed adhering to the time-frames and modalities required.

The Contracting authority may set up, in any moment, checks and verifications on the proper fulfilment of the requested services.

Unless other sanctions are foreseen by different laws, the Contracting authority reserves the right to impose on the Company, in case the latter has for any reason failed to complete the required service or has not conformed to the requests of the present tender, the following penalties.

- For any delay in the execution of, or the consignment of, a task of translation, editing and/or proof-reading over one (1) day after the agreed deadline, that results as negligence of the company, a penalty will be applied equal to 100% (one hundred per cent) of the value of the service for every further day of delay. The value of the service will be determined individually and based on the prices offered by the Company when applying for the tender;
In case of delays repeated three (3) times within 10 services, the Institute reserves the right to terminate the contract.
- In the case of non-conformity and/or the incomplete execution of the service of translation, editing, proof-reading and/or interpretation, a penalty equal to 200% (two hundred per cent) of the value of the service not-carried out or not in conformity with the tender. The value of the service will be determined individually and based on the prices offered by the Company when applying for the tender;
In the case of tasks delivered incomplete and/or not in conformity with the requests of the Institute for three (3) times within ten (10) services, the Institute reserves the right to invoke the termination clause of the contract.
- In the case of the cancellation of an interpretation service due to negligence and/or default of the Company, a penalty equal to 100% (one hundred per cent) of the value of the service not carried out, to which will be added any additional costs the Institute incurs for the task to be executed by other means. The value of the services will be determined individually and based on the prices offered by the Company when applying for the tender. Furthermore, the Institute reserves the right to invoke the termination clause of the contract.
- In the case of delay in delivering the service of interpretation, due to the negligence and/or default of the Company, which by consequence delays the start of an event by more than thirty (30) minutes, a penalty equal to 100% (one hundred per cent) of the value of the service not executed, and to which will be added any additional costs the Institute incurs for the service to be executed by other means. The value of the services will be determined individually, based on the prices offered by the Company when applying for the tender. Furthermore, the Institute reserves the right to invoke the termination clause of the contract.

The penalty will be preceded by a regular notification of non-compliance, and the Company will be entitled to submit its own defence within five (5) days from the receipt of the notification sent by the Contracting authority.

The Contracting authority, as well as proceeding with the application of the penalty according to afore listed commas, will not pay for the services which were not carried out. Furthermore, it reserves the right to have others fulfil the failed or incomplete service and the Company must pay for that.

CHAPTER VI – EXCLUSION, SELECTION AND AWARDED CRITERIA

Article 19 – Exclusion causes

Excluded from the present Tender are all competitors who:

- a) Are in bankruptcy, liquidation, receivership, composition with creditors, have ceased trading or are in any other similar situation arising from a process of the same sort as foreseen by national laws and regulations, or if they are undergoing any process of the sort at their own expense;
- b) Have been condemned, with final judgement, for an offence with regard to their professional morality;
- c) Are not in order, as established by past sentences or binding administrative decisions, with all the obligations relative to the payment of social security contributions and the relative obligations for payments of taxes and duties according to the legislation of the country where the Company has its residence for tax purposes;
- d) Have been condemned, with final judgement, for fraud, corruption, involvement in criminal organizations, money laundering, terrorism, exploitation of under-age labour or any involvement with any activities dealing with human trafficking, or any other activity that is in any way contrary to the the financial interests of the Institute;
- e) Have committed a serious violation of the obligations deriving from a Contract financed by the Institute or have been declared responsible for a serious certified irregularity with final judgment or with binding administrative decisions;
- f) Are subjected to administrative sanctions for having been found guilty of a serious violation of professional obligations or for having committed serious and substantial mistakes or irregularities or frauds or having been declared responsible for a serious violation of the obligations of contracts covered by the budget of the Institute according to Article 41 of the EUI President Decision n. 36/2016 of the 4th August 2016 (Public Procurement Regulation).
- g) Are in a situation of a conflict of interest regarding the present tender; a conflict of interest may present itself especially as a result of financial interests, political or national affinities, family relationships, or private life or any other shared interests, issues of any sort, including conflicting professional interests; contingent or verified during the past five (5) years;

Tenderers must show proof that they are not in any of these situations.

Documents proving the eligibility based on the exclusion criteria aforementioned:

The Contracting authority will accept, as sufficient proof that the tenderer is not involved in one of the situations previously described, the delivery of a signed Declaration of Honour, as indicated in the form of Attachment II - B.

The Institute reserves the right to verify the information and to request the presentation of documentary proof before the Contract is signed.

Article 20 – Selection Criteria

To be admitted to the Tender applicants must possess the following requirements.

Even if only one is missing this will lead to the exclusion from the tender.

General Requirements

- a) Registrations with the CCIAA or to an equivalent register of the State where the Company is established for the service containing a social objective or at least coherent with that of the present tender.
- b) Copy of certificate of good conduct of the legal representative of the company issued by the Courts.
- c) To be up to date with obligations regarding the payment of social security contributions in favour of employees, according to the current legislation, and to apply the contract laws of the business;
- d) To commit, in case of award, to providing all details needed to prove regular tax payments (e.g. DURC), according to the current legislation;
- e) A declaration of having understood all general circumstances, details and places, without exception, and of any other element which could directly or indirectly influence the execution of the service or the determination of the actual offer which is nevertheless declared profitable, with the commitment to maintain it valid and binding for one-hundred-eighty (180) days starting from the deadline for its application;

Economic and Financial Capacity Requirements

- f) To be in possession of 2 (two) bank references issued by prime banks, or financial companies included in the registers of authorized brokers, issued after the date of the Invitation to tender, proving that the company has always met its obligations punctually and regularly, and that the Company possesses the economic and financial capacity to perform the services that are the object of this tender. Whether the Company can provide only one bank reference, it is necessary for its Legal Representative to submit an appropriate explanation on this matter.
- g) Audited accounts for the last three years (2014-2015-2016) for any tenderer wishing to take part in this tender procedure. Declaration that, over the previous three years (2014-2015-2016), the company's overall turnover, excluding VAT, was not lower than €120,000.00 (one hundred twenty thousand). Companies in default of this requirement will be excluded from the procedure.
- h) Declaration that, over the previous three years (2014-2015-2016), the company's turnover for similar or identical services to those that are the object of this tender procedure, excluding VAT, was not lower than €60,000.00 (sixty thousand). Companies in default of this requirement will be excluded from the procedure.

Technical Capacity Requirements

- l) Declaration that the company has executed similar or identical services to those that are the object of this tender procedure over the previous three-year period (2014-2015-2016), indicating, for each of these services, client (public or private), duration, contract amount, and type of service. The company shall produce also the certificate of final completion issued, stamped and signed by its public or private client.
- m) To be in possession of valid UNI EN ISO 9001: 2008; UNI EN ISO 17100:2015 certification. In the case of TGC (Temporary Grouping of Companies) or a Consortium wishing to take part to this tender procedure, this requirement must be met by each of the companies that is part of the Temporary grouping or the Consortium.
- n) Declaration confirming that the Company has read the letter of invitation and the tender specifications with all its annexes, taking note of all general, particular and local circumstances, barring none, and of

all other elements which may directly or indirectly influence the performance of the service, accepting all of them in accordance with art. 1341 of the Italian Civil Code . Declaration that the company undertakes to execute the service object of this tender in accordance with all terms and conditions listed in the tender specifications.

In the case of Temporary Associations of Companies (RTI) and/or consortium, the requirements from letter (a) to (g) must be met by every Company of the group and/or consortium.

The institute reserves the right to carry out random checks to verify the accuracy of the declarations released by the tenderers.

Article 21 – Awarding Criteria and Offer Evaluation Criteria

The awarding will be based on the “most economically favourable offer”, after the evaluation made by the competent internal commission of the Institute (Advisory committee for Procurements and Markets), which will assign to every offer a maximum score of 100 points, divided according to the criteria listed in the table at 6.A and divided as follows:

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

The total score of the offer will be the sum of the technical and financial scores obtained:

$P \text{ total offer} = P \text{ technical evaluation} + P \text{ economic evaluation}$
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P = score assigned to offer

The Company having the highest total score will be the winner of this tender.

A – Scoring relating to methodology, technicalities and quality of service

An estimation of value will be attributed to each element, the sum of which will be 60. This multiplied by the coefficient of quality discretionally given by the Judging Committee (between 0 and 1), will determine the score attributed to every component listed in the following table.

The scoring during the evaluation process will be carried out as shown in Table I.

Table I			
A1	Service Organization System		30
	A1.1	Service of translation	7
	A1.2	Service of transcription	3
	A1.3	Service of interpretation	10

Signature of Legal Representative

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	A1.4	Organizational structure of the company; urgently management; the availability of supervisor; absence management;			7
	A1.5	Time frame for handing in the services of translation, transcription, editing and/or proof-reading, in normal conditions):		3	
	A1.5.1	30 pages within a maximum of three days			3
	A1.5.2	30 pages within a maximum of 5 days			2
	A1.5.3	30 pages within a maximum of 7 days			1
A2	Personnel			25	
	A2.1	Procedure and methodology of selection to guarantee professionalism and confidentiality			10
	A2.2	Training projects and programs to guarantee the maintenance of high quality standards for the service.			10
	A2.3	Will be evaluated training, professional competence and experience			5
A3	Improvements			5	
	The score will be assigned on the basis of point A3 of the technical offer				

A minimum threshold of technical suitability is fixed not lower than 35/60. For those tenderers who do not reach this level, the financial offer will not be calculated.

The Technical offer, in case of awarding, incorporates the provisions of the present Tender Specification and will be integrated in the contract.

It is here stated that the quality factors will be attributed according to the judgements reported in Table II.

TABLE II		
Evaluation	JUDGEMENT	Points
Excellent	Well-structured project that develops the subject requested in a clear, precise and thorough way, bringing additional value to what the Contracting authority expected.	1
Good	Adequate project that develops the subject with no particular thoroughness.	0.75

Pass	Decent project, not very well structured, limited to following only what the Tender Specifications listed.	0.50
Lacking	Poor project and insufficiently developed.	0.25
Insufficient	Poor project, vague and inadequate.	0

B – Scoring based on the price

The maximum score available for the price (points 40) will be assigned to the Company offering the best price.

To the other companies points will be given (rounded down to the second decimal point, where necessary) in proportion to the ratio between the best price and each price offered.

<p style="color: red;">Minimum price</p> <p style="color: red;">P = 40 x -----</p> <p style="color: red;">Offered Price</p>

P = score to be given to the offer

Article 22 - Necessary requirements for the awarding

The Company that wins, on the date agreed by the Contracting authority for the definitive awarding, must present:

1. A security deposit equal to 10% of the estimated amount of the tender, equal to € 30.000,00 (thirty thousand/00), as a guarantee for the fulfilment of the obligations of the contract, to be paid according to the modalities described in Article I.4.3 of the Framework Contract provided by the Institute in the Tender Documentation;
2. A copy of any certifications that give proof of all the necessary requirements declared by the tendering procedure;
3. (in case of R.T.I.) Article of Association, for the Temporary Association of Companies with a mandate given to the legal representative of the Company leader of the other enterprises, as a private agreement certified by a notary;
4. A copy of the General Criminal Office Certificate of the legal representative of the company issued by the Courts.

It is hereby declared that in the case that the Company does not promptly follow the afore mentioned instructions or does not present all of the requested documentation, or does not provide proof of possessing all the requirements auto-certified during the tendering procedure, i.e. the latter proof not being judged in line with the declaration presented for the offer, the Institute reserves the right to declare it expelled and to award the tender to the next Company, that is to call for a new tender, charging any additional costs covered by the Contracting authority to the defaulting party. In these circumstances, the security deposit of the Company in default will be temporarily confiscated and the penalties laid down by the current legislation will be imposed.

Signature of Legal Representative

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In the case of the positive outcome of the previously explained verification process, the awarding will be effective in favour of the tenderer, who will then be formally invited to sign the Contract.

CHAPTER VII – ADMINISTRATIVE INFORMATION

Article 23 – Sub-contracting and contract transfer

The Contract cannot be handed over to other parties, penalty dismissal.

Sub-contracting is allowed for all the activities, object of the present procedure, according to the modalities listed in Article II.7 of the Framework Service Contract provided by the Institute and explained in detail in the tender offer.

In particular, the sub-contracting must be declared in the offer procedure, with clear indications of the activities that will be the object of it, and it must necessarily meet all the requirements laid down in the current legislation and must be previously authorized by the Contracting authority. In case the sub-contracting occurs during the period of the Contract coming from the present tender, the Company must present all the necessary documentation to the Institute and wait for its prior and essential authorization before it can be made effective and operative.

The sub-contracting will not cause any variations in the obligations and costs of the company, which will remain the only one responsible according to the Contracting authority.

In case of violation of the previously listed regulations, without prejudice to the right of the Contracting authority for compensation for any damages or costs, the contract will be terminated according to the Law.

Article 24 - Payment Procedures

The Institute will pay within sixty (60) days after receiving the invoice, according to the dispositions stated in Articles I.4 and II.15 of the Framework Service Contract provided by the Institute and included in the tender documentation.

In case of sub-contracting, the payment of the invoice will be subordinated to the presentation of the receipted invoice of the sub-contractor.

CHAPTER VIII – FINAL DISPOSITIONS

Article 25 – General Information

The tender will be carried out according to the internal regulations of the Institute, in particular to the decision n. 6/2016 of the Board of Directors which establishes the regulative and financial disposition of the Institute and the decision n. 36/2016 of the President of the Institute which outlines public tenders, available on the Institute website <http://www.eui.eu/About/Tenders/Index.aspx>.

The application for the present tender procedure requires total acceptance of the regulations previously explained.

The rules that discipline the future collaboration between the Contracting authority and the Company, such as procedures for payments, processing personal data, composition for the resolution of controversies both during the awarding procedure and the application of contract regulations are reported in the Service Contract and included in the tender documentation.

Article 26 – Contract Manager

For the Contracting authority, the director of the Real Estate and Facility Service is responsible for the present tender.

The Contract Manager is the person in charge of relations and communications with the Company, regarding every aspect of the execution of the service, and will supervise the observation of all the contract obligations, adopting coercive methods and penalties if necessary.

Article 27 – Referent of the Contract

For a correct implementation of the tender and the management of the contract relationship with the Company, the Director of the Real Estate and Facility Service will nominate two members of the staff as Referent Persons for the Contract. They will have, amongst others, the following responsibilities:

- To take care of the operative relations with the Company;
- To make effective the interventions needed for any variations and/or new dispositions which may be necessary during the Contract period;
- To supervise the correct execution of the service and verify the results;
- To request the dismissal and consequent substitution of unwelcome personnel of the Company, based on valid justification;
- To propose to the Contract Manager the application of penalties and the eventual resolution of the contract;

Article 28 - Final Provisions and attachments

The documentation regarding the present tender is composed of the Service Contract provided by the Institute, the present Attachment I – Tender Specifications (CSA) and the Company’s Offer – Attachment II, including the following documents:

- II – **A** Self-certification form
- II – **B** Declaration of Honour
- II – **C** Non-disclosure agreement
- II – **D** Technical Offer
- II – **E** Economic Offer
- II – **F** Working Team
- II – **G** Curriculum
- II – **H** Holiday - 2018
- II – **L** Framework Service Contract

Signature of Legal Representative

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Company Seal

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Signature of Legal Representative

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