



REAL ESTATE AND FACILITIES SERVICE

OP/EUI/REFS/2017/002

Open Call for tenders for the provision of removal and handling services,
storage and safekeeping of sundry materials at an external warehouse for
the European University Institute

ANNO 2017

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Annex I – Tender Specifications OP/EUI/REFS/2017/002
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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 postgraduate and post-doctoral research institute in the field of social sciences, established by a [Convention](#) dated 19 April 1972, ratified by the Member States of the European Community, with the aim of providing advanced academic training for doctoral researchers and of promoting research at the highest levels. The Convention setting up the EUI includes the “Protocol on the Privileges and Immunities of the EUI”.

The EUI Community numbers about 1.300 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 a bid.

“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 tender

The Institute shall launch this open call for tenders for the provision of removal services including the presence of a permanent operator on-site (8 hours per day for 5 days per week), internal and external handling of materials in the context of the Institute's daily activities, storage and safekeeping of 1.500 cubic meters of sundry materials at an external warehouse made available by the Company.

Article 4 – Duration of the tender

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

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 service 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 the Company, in spite of repeated warnings, does not prove trustworthy and professional, the Contracting authority is entitled to recede from the contract with a 15 (fifteen) day notice that will be sent to the Company via registered letter with acknowledgement of receipt.

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Article 5 – Estimated value of the tender

The estimate of the total value of the tender amounts to € 249.000,00 (twohundred fortyninethousand/00), VAT excluded, based on an annual estimation of € 49.800,00 (fortyninethousand eighthundred/00), VAT excluded.

The above-mentioned estimated amount for the ordinary removal service takes into account the average costs incurred by the Institute in the years 2014-2015-2016 for the permanent operator on-site and the supply of handling services (€ 28.000,00), the storage and safekeeping of 1.500 cubic meters of sundry materials such as furniture and furnishing accessories, books, technical material, etc. at an external warehouse (€ 19.800,00) and the costs for waste disposal (€ 2.000,00).

CHAPTER II – DESCRIPTION OF SERVICES

Article 7 – General Specifications

Services

The Contractor shall perform its duties on all university premises and residences of the EUI, described in more detail in Article 7.1.4 of these Tender Specifications.

All the activities necessary to carry out the services covered by this contract must be performed in accordance with best practice, using materials, equipment and personnel completely at the expense of the awarded Contractor, including the provision of services ancillary to the performance of the main duties (boxes and packaging tape, self-adhesive labels, bubble wrap, etc.).

The Company shall ensure implementation of all the actions required and/or necessary to ensure the normal course of the EUI's activities, whilst complying scrupulously with the provisions laid down by the Institute, applying the most appropriate methods, providing as many operators, resources and equipment suitable and adequate for the type of service as necessary, so as to avoid any hindrances, damages, delays and disruptions of the daily activities. The Contracting Authority is entitled to verify at any time the state of the resources and equipment employed by the Contractor and their compliance with the required standards.

The activities shall be carried out in line with the needs of the Institute and care shall be taken to reduce as far as possible any inconveniences. Where it is not possible to reconcile such activities with the day-to-day office work (due to noise, handling of materials, etc.), they have to be scheduled outside working hours, that is, from 7.00 pm to 8.00 am, from Monday to Friday, or throughout Saturday, Sunday and/or public holidays (EUI public holiday calendar for 2017 in Annex II - D) at no extra cost to the Contracting Authority. It should be stressed that the calendar provided in Annex II - D is the only valid calendar for the Institute, therefore, any Italian public holidays not indicated therein shall be regarded as working days.

The goods and materials for which the services covered by these Tender Specifications shall be required, are of very different kinds and values. Consequently, the Company must be available to promptly adapt handling conditions and methods, removal activities, transport, storage and safekeeping to the specific needs of the asset concerned.

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Personnel

The personnel involved must be professional, qualified, with proven experience, fairness, morality and must turn up at work wearing an appropriate uniform that is suitable for their job, and with a company identification card bearing the name and photograph of the owner.

The Company personnel is obliged to observe professional secrecy and preserve the confidentiality of events and circumstances they may become aware of whilst carrying out their duties.

The working and remunerative conditions applied to the personnel involved in the service must be at least as good as those resulting from national collective agreements, applicable supplementary territorial agreements and the current legislation on ancillary casual labour.

The Contractor agrees to provide the Contracting Authority with copies of the pay slips (LUL or Single Employment Ledger) and/or payment vouchers of each worker involved in the provision of the required services, highlighting the number of hours worked.

The Contractor agrees also to provide the Contracting Authority with the criminal record certificate of each employee involved in the provision of the required services.

7.1 – Characteristics of ordinary removal Service and permanent operator on-site

7.1.1 – Permanent operator on-site

The Company should provide for the presence of a permanent operator at the premises of Badia Fiesolana solely at the disposal of the Contracting Authority for all the removal activities that can arise in the course of the working day at the various premises and university residences described in more detail in Article 7.1.4 of these Tender Specifications. This person shall cooperate closely with the cleaning service operator for all those removal needs which require the presence of two people.

The Company designated person must have good professional skills and be able to build good relationships with colleagues and users, the ability to understand and perform the work instructions given by the Institute personnel, and must be in possession of a valid driving license for use in Italy and for the vehicle the Contracting Authority shall make available. The above operator shall be required to use his own vehicle (no matter the size as long as it is able to carry sundry materials and provided with a permit to access to limited traffic areas in case of need) in order to commute among the several buildings of the EUI.

Whilst carrying out the tasks assigned to them and whilst present at the Institute's premises, the Company personnel cannot smoke and should use their mobile phones solely for work purposes.

Furthermore, the operator should be available at any time and reachable by telephone and be provided with smartphone and/or tablet with the aim of managing the requests (tickets) submitted by the users through the specific platform used by the Institute (Kayako).

Execution of the service:

- The on-site operator shall interact only with the reference person of the contract;
- Delivery by email of all the tickets falling under his duty;
- Performance of actions requested by tickets;
- Performance of the actions requested by tickets within the working schedule;
- Communication via email to the reference person of the contract of the tickets received;
- Monitoring by the Contracting Authority of the performance of the actions requested by tickets;

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- Coordination with the on-site cleaning operator to perform tasks that require collaboration or being able to request additional workforce from the Company whenever such coordination is not possible.

On the Institute's working days, which may differ from the working days of the Italian calendar (see Annex II - D), the operator's service timetable shall be from 8.00am to 1.00pm and from 2.00pm to 5pm (8 hours per day for 5 days per week). However, the Contracting Authority may request for changes of the daily working schedule in case of need.

The on-site operator shall have a EUI badge which shall be used to clock in and clock out for safety reasons as well as to facilitate checks of the hours worked.

The Company must ensure the immediate replacement of the operator both during periods of planned absence (holidays, leave, etc.) and in case of illness or unexpected absences.

The Company shall provide the on-site operator with appropriate tools and materials for the assembly and dismantling of furniture, the costs of such tools and materials shall be borne by the Company.

The Contracting Authority reserves the right to ask the Company to remove the members of personnel who, while carrying out their duties, have been the cause of complaints from the users or have behaved inappropriately. In such case, the Company should replace the members concerned within five days of receipt of a formal request.

For such service the Company shall submit an offer indicating the total annual cost and, in detail, the rate of working day overtime, public holiday overtime and night overtime which may be required during the period of the contract (Economic Offer, Annex II - F).

7.1.2 – Internal and external handling activities, removal and transport to external warehouse

According to its needs, the Institute shall entrust the Company with the provision of internal and/or external handling activities, ordinary removal and/or transport of goods and /or sundry materials.

Such activities may include, without limitation:

- handling furniture, including their assembling and disassembling (closets, shelving and sundry furnishings), if their size and/or characteristics make it impossible to move them intact;
- setting up and dismantling internal and external spaces on occasion of meetings, conferences, events and the like;
- supply of paper boxes to be used for moving activities;
- fixing and removing curtains, fixtures, gazebos, technostructures, tents, outdoor furniture covers with the help of scaffolding, if necessary;
- installing, removing and re-fixing (if there are hooks) lighting fixtures and wall units, furniture, if necessary;
- fixing and removing of pictures, posters and panels, when needed;
- disassembling partition walls and re-assembling them on the premises indicated by the Contracting Authority;
- handling photocopiers, computers, printers, etc.;
- handling archives and, on request of the Institute, arranging them on the new premises according to the indications of the Contracting Authority;
- packing fragile material (paintings, lighting fixtures, technical equipment, etc.) using bubble wrap envelopes and/or any other suitable means for preventing any damage and failure of the material;

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- loading, transporting, unloading and arranging the materials to be handled on the new premises according to the instructions given by the Contracting Authority;
- cataloguing and warehousing at the external warehouse made available by the Contractor or at the EUI campus of the sundry materials that the Contracting Authority decides not to dispose and not to immediately reuse;
- loading and transporting, at the expense of the Contractor, of the waste materials and of any other materials not able to be reused in accordance with the current legislation on waste disposal;
- collection of materials from the EUI suppliers;
- coordination with couriers and suppliers in case of delivery of bulky material for handling support;
- anything else necessary for the successful provision of the service.

All the above services should be carried out taking utmost care that the communal areas (landings, entrance halls, walkways, lifts, etc.) remain accessible at all times and that the provision of the services in question do not prevent the everyday activities of the Institute.

The transport activities may include, without any limitation:

- the transport of goods and/or materials from any premises of the Institute to the external warehouse and/or from one premises to another;
- the transport of goods and/or materials from the various premises of the Institute and/or from the external warehouse to premises outside the EUI campus on occasion of special events organized by the Contracting Authority;

Suitable packaging should be used during transport, supplied by the Contractor according to needs. The transport of goods and sundry materials from the Institute must be carried out in a way that does not compromise their integrity and proper preservation.

The Contractor is responsible for the loss or failure of the transported materials, and is obliged to provide full compensation for damage caused to the assets of the Institute.

It cannot be excluded that the Institute may request the handling, ordinary removal and/or transport of valuables and goods and/or materials of historical and/or artistic interest requiring special attention and conditions to avoid altering, damaging and/or destroying them; therefore, the Company must make itself available to promptly meet such specific needs too.

The Company should provide the Institute with a small stock of packaging material (boxes and tape) to be used in case of unexpected events and unplanned handling.

7.1.3 – Storage activities at external warehouse

The Contractor shall be able to provide the EUI with an external warehouse which satisfies all the requirements laid down in these Tender Specifications, where it is possible to store and guard all the goods and/or various materials as defined in each case by the Institute.

The place may be used exclusively for storing materials on behalf of the Institute or be a section of a general warehouse. In any case access must be provided to the EUI representatives at all times of the day and the year.

The warehouse must be located in the city of Florence or in the adjacent municipalities, within 20 to 30km of Badia Fiesolana, so as to enable collection and delivery of stored material to any premises of the Institute in a maximum of one hour.



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At present the EUI needs to deposit about 1.500 cubic meters of sundry materials and furnishings, paper documents and books in cardboard boxes, antique items and furniture. Such goods have been deposited at the external warehouse of the company who was awarded the previous contract (in Calenzano, Florence), therefore, the Contractor shall consider the costs for the transport and deposit of such material at its own warehouse. It cannot be excluded that the total quantity of stored goods and sundry materials may increase and/or decrease during the period of the contract. The monthly fee will be revised according to the quantity of material stored in the warehouse.

The place made available by the Company as warehouse must be adequately sized and equipped, well ventilated, structurally sound and healthy. It must be fitted with shelving units so as to enable the storage of all goods and/or materials raised off the ground. The warehouse will also be equipped with alarm systems and fire protection.

It cannot be excluded that the Institute may request the storage and safekeeping of goods and/or materials of historical and/or artistic interest and/or antique items and furniture requiring special attention and preservation conditions; therefore, the Company must make itself available to promptly meet such specific needs too.

The Contractor should ensure the safekeeping of the material and the complete management of the deliveries and collections of material according to the requests sent by the Institute.

All furniture should be catalogued and entered into a virtual inventory with a photograph and description of the item, using a management software already in use at the EUI; the catalogue must be constantly updated and available to the service Operator at the Institute via Internet.

Each month the Company shall submit a detailed account, in cubic meters, of the materials, documents, books and sundry items stored at the warehouse, on the basis of which the monthly fee will be calculated.

On request of the Institute, the Company should also ensure a service of separate collection, transport and landfill disposal of different kinds of material (paper, wood, iron, electronic-computer equipment, hazardous material) as well as a certified document destruction service. The Company shall be required to produce proof of correct disposal.

In case the Company decides to terminate the contract before the established expiration, all the costs due to relocation of all the materials belonging to the EUI from their warehouse to a new one indicated by the Institute, will be charged to the Contractor.

7.1.4 – Premises where the ordinary removal service is carried out

The ordinary handling and removal services should be carried out at the premises and university residences of the European University Institute. Their updated list is specified hereinafter.

At present the Institute covers a site of approximately 34.000 square meters where about 200 employees work and 800 research fellows conduct research and study activities, plus around 300 visitors per year.

The Institute's premises have several floors above ground, up to a maximum of three floors, and have no lifts.

EUI Premises:

- **Badia Fiesolana**, Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI);
- **Villa Sanfelice**, Via dei Roccettini, 5 - 50014 San Domenico di Fiesole (FI);
- **Villa Paola**, Via dei Roccettini, 5 - 50014 San Domenico di Fiesole (FI);

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- **Villa Pagliaiuola**, Via delle Palazzine, 17/19 - 50014 San Domenico di Fiesole (FI);
- **Villa Malafrasca**, Via Boccaccio, 151 - 50133 Firenze (FI);
- **Convento di San Domenico**, Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI);
- **Complesso di Villa la Fonte**, Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI);
- **Complesso Villa Schifanoia – Casale – Villino - Cappella**, Via Boccaccio, 115/121 - 50133 Firenze (FI);
- **Villa Raimondi**, Via Boccaccio, 111 - 50133 Firenze (FI);
- **Villa il Poggiolo**, Piazza Edison, 11 - 50133 Firenze (FI);
- **Complesso di Villa Salviati – Castello - Manica (sede IUE) - Ipogeo** (sede Archivi Storici Unione Europea), Via Bolognese, 156 – 50133 Firenze (FI);

EUI residencies:

- **Appartamenti PDM**, Via Faentina, 94/b - 50014 Pian del Mugnone (FI);
- **Appartamenti PAB**, Via Faentina, 384/a - 50133 Firenze (FI).

Most of the above buildings are of historical interest and are not provided with elevators and sometimes are not easy to access to.

CHAPTER III – OBLIGATIONS AND CHARGES

Article 8 – 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 Annexes enclosed to its 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 Commissioning Body; any compensation shall be borne completely and exclusively by the Company.

The Company agrees to hold harmless and indemnify the Commissioning Body against 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, worker members, operators and/or collaborators in various capacities, its Data Protection policy, as mentioned in the Decision of the President no. 40 of 27 August 2013, accessible on <http://www.eui.eu/AboutTheWebsite/DataProtection.aspx>.

Article 9 – Safety provisions

In order to ensure safety in the workplace, the Company is required to adhere strictly to the legislation on the protection of the health and safety of workers referred to the current legislation on this matter.

All the activities relating to the services covered by these Tender Specifications must be carried out in such an orderly manner, and including all necessary precautions, as to prevent any damage or injury to working personnel and third parties, and not to cause damage to floors, furniture, doors and jambs, walls and paintwork, etc.).

The Company shall also provide any and all Individual Protection Devices (DPI) needed in order to ensure that all work can be performed in safety.

Article 10 – Insurance policy

In relation to the obligations deriving from the submission of its tender, the Company expressly releases the Contracting Authority from any and all liability in cases of injuries or damage that may be incurred by persons, property, resources and valuables belonging to the Contracting Authority, to the Company, to third parties, and having occurred in relation to activities performed in carrying out its duties.

In order to participate to this Call for tenders, every Company has to prove it has signed a civil liability policy with a primary insurance company that shall cover the Contractor against civil liability, even for damage caused by its employees or collaborators or subcontractors, towards the Contracting Authority, towards other third parties (RCT) as well as towards its employees or collaborators (RCO).

The maximum coverage has to be adequate to the object of the present tender, including any necessary and complementary operations and activities, with no exclusion, and it cannot be lower than Euros 1.000.000,00 per accident, per person and per goods.

Each Tenderer is required to submit copies of its insurance policies including them in the supporting documents enclosed to the tender lodged at the Institute.

For all the materials that will be stored at the external warehouse by the Institute, the Contractor is required to provide an insurance policy whose value shall not be lower than 50.000,00 (fiftythousand/00) Euros.

CHAPTER IV – BREACH OF CONTRACT AND SANCTIONS

Article 11 – Penalties

The Contractor shall guarantee that it is able to fulfil every obligations in accordance with the time schedule and modalities envisaged by these Tender Specifications.

Without prejudice to other actions the law provides for, the Contracting Authority, in case of non-regular and unsatisfactory provision of the service requested in the tender documents, reserves the right, to apply the following penalties:

- **Permanent operator on-site:**

- ✓ In case of absence of the permanent operator on-site with no previous notice to the Institute and without providing due replacement within 2 hours, the Contractor will correspond to the Contracting Authority a penalty of Euro 200,00 (twohundred/00) per each day;
- ✓ In case, during the execution of the contract, 2 undue delays or 2 missed replacements within 2 hours are recorded, the Contracting Authority reserves the right to terminate the contract and claim compensation for damages.

• **Handling activities, removal, transport, warehouse and safekeeping:**

- ✓ In case the goods object of the above activities are missing and/or ruin of the goods the Contractor will correspond to the Contracting Authority a penalty of 200% (twohundred percent) of the value of the missing goods; in addition, the Institute reserves the right to claim compensation for any possible related damages;
- ✓ In case of alteration, damage of the goods object of the above activities, the Contractor will correspond to the Contracting Authority a penalty of 150% (onehundredfifty percent) of their value; in addition, the Institute reserves the right to claim compensation for any restoration and/or reparation;
- ✓ Should there be, during the execution of the contract, 3 or more disappearance, alteration, damage and/or ruin, the Contracting Authority reserves the right to terminate the contract and claim due compensation.

• **Handling activities, ordinary removal and transport:**

- ✓ In case of delay in the performance of the above activities that is equal or over 1 hour compared to the time scheduled in accordance with the Institute, the Contractor will correspond to the Contracting Authority a penalty of 60% (sixty percent) of the agreed amount;
- ✓ In case of delay in the performance of the above activities that is equal or over (2) hours compared to the time scheduled in accordance with the Institute, the Contractor will correspond to the Contracting Authority a penalty of 100% (onehundred percent) of the agreed amount and the Institute shall claim compensation for any further expenses due to the non fulfillment of the service;
- ✓ Should there be, during the execution of the contract, 3 or more delays equal or over 1 hour or 2 or more cases of delays equal or over 2 hours compared to the time scheduled in accordance with the Institute, the Contracting Authority reserves the right to terminate the contract and claim compensation for the expenses it has to support for the right fulfilment of the service.

CHAPTER V - EXCLUSION, SELECTION AND AWARDING CRITERIA

Article 12 – Exclusion criteria

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

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

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administrative decision having final and binding effect in accordance with the legal provisions of the country in which the economic operator is established or of Italy being the country of establishment of the Institute;

- d) has been the subject of a final judgment for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or other forms of trafficking in human beings or any other illegal activity, where such illegal activity is detrimental to the Institute's financial interests;
- e) has been in serious breach of a contract financed by the Institute or has been the subject of an offense of serious irregularity established by a final judgment of a competent judicial authority or administrative decision;
- f) is subject to an administrative penalty for being guilty for grave professional misconduct, or for having made substantial errors or committed irregularities or fraud, or have been declared to be in breach of their obligations under contracts covered by the Institute's budget (Article 41 of the EUI's Public Procurement Regulation (President's Decision No. 44/2014 of 5 December 2014));
- g) has a conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest, including conflicting professional interests; at present or occurred over the past 5 years;

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

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

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

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

Article 13 – Selection criteria

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

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

General requirements

- a) Enrolment in the Chamber of Commerce, Industry, Arts and Crafts Registry of Companies (CIAA), or in an equivalent registry in the country where the Company has its official and legal headquarters, registered as practising business activities in the field that is the object of this tender procedure, or at least a field that is consistent with the object of the tender;
- b) Anti-mafia certificate. Whether the successful Tenderer has its registered office in Italy, the Institute reserves the right to request the competent Prefecture to issue the related Anti-mafia certificate; an equivalent document will be requested in case the successful Tenderer's registered office is located outside of Italy;
- c) To be in compliance with the provisions aimed at legalizing the position of undeclared employees (Individual legalization plans - Piani Individuali di Emersione);

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- d) To be in compliance with all obligations relating to the payment of social security and insurance contributions in favour of its employees, in full observance of existing legislation; and to apply the employment conditions envisaged in the sector's national collective labour agreement;
- e) To undertake, in the event it is awarded the tender, to provide any and all required documentation in order to prove that it is fully up-to-date in its payment of social security and insurance contributions (e.g., through a DURC certificate), in compliance with existing legislation;
- f) Declaration confirming that it has taken note of all general, particular and local circumstances, barring none, and of all other elements which may directly or indirectly influence the performance of the service, or the calculation that has led to the Offer submitted with its bid; and that this Offer is profitable, and that the Company undertakes to hold said Offer valid and binding for one-hundred-and-eighty (180) days, starting from the deadline for submission of its bid;

Technical, economic and financial requirements

- g) To be in possession of two bank references from prime banks, or financial companies included in the registers of authorized brokers, issued after the date of the Invitation to tender and the publication of these Tender Specifications, proving that the Tenderer has always met its obligations punctually and regularly, and that Tenderer possesses the economic and financial capacity to perform the services that are the object of this tender; Whether the Company can provide only one bank reference, it is necessary for its Legal Representative to submit an appropriate explanation on this matter;

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

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

Article 14 – Awarding criteria

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

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

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

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

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

A – Assigning of points in relation to the technical and quality aspects of the tender

The assignment of the technical score shall be made through a comparative analysis of all the submitted tenders. The maximum score (40 points) shall be given to the best tender, while an inversely proportional score shall be given to the other tenders.

	DESCRIPTION	Maximum score
A1	ORGANIZATION OF THE COMPANY	10
	Provide a brief description of the organization chart of the company, the equipment, storage and means of transportation at its disposal to undertake the services requested in Annex I – Technical Specifications.	
A2	PROJECT OF MANAGEMENT OF THE SERVICES REQUIRED	25
	A description of the project for implementation of services required as better indicated in art. 7.1 of Annex I – Tender Specifications.	
A3	ADDITIONAL IMPROVEMENTS	5
	Description of additional improvements	

The minimum threshold for technical admissibility is 25/40. Tenderers who do not reach that threshold will not be put through to the next stage: in other words, their economic offer will not be evaluated.

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

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

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

B – Assigning of points on the economic evaluation

The highest score available for the price offered (60 points) will be awarded to the Tenderer who offers the best price.

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

The following formula will be applied:

$P = 60 \times \frac{\text{Minimum price}}{\text{Price offered}}$

P = the economic score to be assigned is the following:

- ❖ **Permanent operator on-site assigned to ordinary removals (Max 40 points)**
- ❖ **Storage activities at external warehouse (Max 20 points)**

The final score for each tenderer will be determined by the sum of the single points awarded as described in this article.

Article 15 – Award requirements

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

1. pay a final deposit equal to 10% of the estimated value of the tender, for the amount of € 24.900,00 (twenty-four thousand nine hundred/00), provided as a guarantee of compliance with the obligations inherent to and resulting from the contract, to be paid according to the modes described under Article I.4.3 of the Draft Service Contract;
2. provide certified true copies of all certificates presented as documentation for the tender procedure;
3. in the case of a TGC and/or consortium, provide the TGC/consortium act and the special collective mandate with representation conferred to one party of the TGC/consortium who acts as proxy.
4. A copy of the Court records of the legal representative of the Contractor.

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

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

Article 16 – Site inspection

Under penalty of exclusion from the call for tenders, the interested companies must appoint a Legal Representative or a proxy appointed by said Operator, who will conduct an inspection to visit the premises involved in the removal services to be provided by the Contractor.

In accordance with the principle of fair and equal treatment and information, the inspection will be carried out on **15 March 2017 during a meeting scheduled at 10.00 (CET) at Badia Fiesolana, Via dei Roccettini, 9 – 50014 San Domenico (FI), Italy.** For the reasons mentioned above no other visit will be allowed after this date and time. Any possible changes to the date will promptly be posted on the Institute's website <http://www.eui.eu/About/Tenders/Index.aspx>

To this end, Tenderers are invited to send the inspection request form “Request for inspection” (Annex II - G), a copy of a valid identification document and a copy of any proxy documents to the Real Estate and Facilities Service **by 17.00 (CET) of 14 March 2017** via mail at inforefs@eui.eu. The original paper copy of the document must be handed to the Institute's Operator who will accompany them on the day of the inspection.

CHAPTER VI – ADMINISTRATIVE INFORMATION

Article 17 – Subcontracting and outsourcing

The contract shall not be reassigned, at risk of nullity.

Subcontracting is allowed in accordance with the provisions of art. II.7 of the Draft Service Contract provided by the Institute and specified in the tender documents.

In particular, the request for subcontracting must be specified in the offer submitted by the Tenderer, accompanied by a clear indication of the activities that will be subcontracted and must necessarily satisfy the requirements of the current contract and any applicable regulations.

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.

Article 18 – Payment arrangements

The Contracting authority will make payment within 60 (sixty) days of receipt of invoice, in accordance with the arrangements specified in Articles I.4 and II.15 of the Draft Service Contract provided by the Institute and included in the tender documents.

In case of subcontracting the payment of invoices shall be subordinated to the submission of the receipt of payment from the subcontractor.

CHAPTER VII – FINAL PROVISIONS

Article 19 – General information

All aspects of the tender procedure shall be performed in compliance with the Institute's internal regulations, and especially in accordance with High Council's Decision No.6/2015 laying down the EUI's regulatory and financial provisions, and with the President's Decision No.36/2016 on Public Procurement, all of which are available on the EUI's website: <http://www.eui.eu/About/Tenders/Index.aspx>.

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



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

Article 20 – Person responsible for the contract

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

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

Article 21 - Reference person of the contract

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

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

Article 22 – Final provisions

The tender documents are composed of the Draft Service Contract provided by the Institute, this Tender Specification – Annex I and the Contractor’s tender – Annex II including the following annexes:

- II – A Checklist
- II – B Self-certification form
- II – C Declaration on honour on exclusion criteria and absence of conflict of interests
- II – D EUI Vacation Days 2017
- II – E Technical offer
- II – F Economic offer
- II – G Request of inspection

Signature of Legal Representative

Company’ stamp

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Signature of the Legal Representative

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