



INVITATION LETTER TO TENDER

Subject: Negotiated procedure aimed to select the supplier of TRAINING SOFT SKILLS to members of the European University Institute.

Ref: NP/EUI/HR/2019/001

Dear Sir/Madam/company name,

1 General information

The European University Institute (EUI), an international organization established by a Convention (<http://www.eui.eu/About/Convention.aspx>) dated 19/04/1972, ratified by Member States of the European Community, with the aim of providing advanced academic training for doctoral researchers and for post-doctoral research in the field of social sciences (<http://www.eui.eu>), is pleased to invite you to submit a tender for the service specified in the above subject, whose estimated value is €50.000 (fifty thousand/00), VAT excluded, for a total period of 2 years.

The present Negotiated Procedure is divided in two lots:

- Lot A: Time management skills development/ Conflict Management/ Public Speaking for an estimated value of € 25.000 (twentyfive thousand/00), VAT excluded.
- Lot B: Introduction to Negotiation Skills/ Team Building for individual participants/ Team Building for entire teams/units for an estimated value of € 25.000 (twentyfive thousand/00), VAT excluded.

Each Tenderer may submit an offer for one or for both lots.

A Multiple Framework Contract in Cascade shall be awarded for each lot.

The above estimate will be considered valid only in order to establish the overall value of the service requested and does not obligate the Institute to reach such amount. For that reason, the tenderer awarded with the tender will not claim anything but the payment of the service provided to the Institute according to the established terms and conditions.

Any tender whose price exceeds the indicated estimated value shall be considered as unacceptable.

The tender documentation related to the present procedure consists of this Invitation Letter, the draft framework contract, the declaration on honour, tender specifications, the technical offer, the economic offer.

The tender documentation is available for download at the following link: <http://www.eui.eu/About/Tenders/Index.aspx>

2 Tender Specifications

Tender Specifications are attached to this Invitation Letter, Annex I.

3 Conditions for submitting a tender

If you are interested in this contract, you should submit a tender in one of the official languages of the European Union (with preference for the use of English) provided you comply with the conditions for participation to tenders as set out in Article 3.4 of President's Decision N° 19/2018 of 16 May 2018 implementing Title V concerning procurement of the EUI's Financial Rules (Public Procurement Regulation), available for consultation at: www.eui.eu/About/Tenders/Index.aspx.

4 Submission of tenders

Tenders including the following annexes: economic offer form, technical offer, the Declaration on honour, duly filled, dated and signed shall be submitted in PDF format exclusively to HR_Procurement@eui.eu, no later than **08/05/2019 12.00 noon (CET)**.

5 Signature and legibility of tender documents

All tenders must be:

- signed by the legal representative of the tenderer;
- perfectly legible so that there can be no doubt as to words/terms and figures included;
- including the costing sheet regarding the provision of the service requested;

6 Period of validity of submitted tenders

The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is 3 months from the deadline for submission of tenders indicated in point 4 of this letter.

7 Legal obligations related to the submission of a tender

Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender and in the draft contract and of all the dispositions set up in High Council Decision n. 6/2015 4th December 2015 laying down the EUI Financial Rules and in President's Decision n. 19/2018 16th May 2018 implementing Title V concerning Procurement of the EUI'S Financial Rules (Public Procurement Regulation), that are available for consultation at the following link: <http://www.eui.eu/About/Tenders/Index.aspx>. Submission of a tender is binding on the tenderer to whom the contract is awarded for the entire duration of the contract.

8 Costs

All costs incurred during the preparation and submissions of tenders are to be borne by the tenderers and will not be reimbursed.

9 Contacts

Contacts between the contracting authority and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

- Before the date of submission of tenders indicated in point 4:
 - At the initiative/request of tenderers, the Institute may communicate additional information solely for the purpose of clarifying the nature of the contract. Such information shall be communicated on the same date to all interested tenderers.

Any requests for additional information must be made in writing only to HR_Procurement@eui.eu no later than 5 working days before the deadline for submission of tenders.

The EUI is not bound to reply to requests for additional information received less than 5 working days before the final date for submission of tenders.

- The Institute, may, on its own initiative, contact the tenderers, if it discovers an error, a lack of precision, an omission or any other type of clerical defect in the text of the invitation

letter and will inform all the operators concerned on the same date and in a manner identical with that applicable in respect of the original invitation to tender.

- After the opening of tenders:

- If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the tender must be corrected, the responsible officer may contact the tenderer(s), although such contact may not lead to any alteration of the terms of the tender.

10 Waiver

This invitation to tender is in no way binding on the EUI. The EUI's contractual obligation commences only upon signature of the contract with the successful tenderer.

11 Right of the Institute to cancel the procedure

Up to the point of signature of the contract, the Institute may either abandon this procurement procedure or cancel the award procedure, without the tenderers being entitled to claim any compensation. This decision will be substantiated and tenderers notified.

12 Alteration or withdrawal of tenders

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

13 Ownership of tenders

Once the EUI has opened the tender, the document shall become the property of the EUI and shall be treated confidentially.

14 Award criteria

The contract will be awarded on the basis of **the most economically advantageous offer**. Under this criterion, the tenders will be evaluated according to the best quality/price ratio.

15 Award notice and information to tenderers

The tenderers will be informed of the outcome of this procurement procedure by e-mail by delivery receipts.

It is the tenderers' responsibility to provide a valid e-mail address together with their contact details in their tender and to check both the mailbox and the EUI's website regularly.

16 Service responsible for the procurement procedure

The EUI appoints the Director of Human Resources Service as person responsible for this procurement procedure.

17 Data Protection Policy

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to the EUI's Data Protection Policy (<http://www.eui.eu/Documents/AboutEUI/Organization/PresidentDecisionOnPrivacy.pdf>).

Unless indicated otherwise, your replies to the questions and any personal data requested required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the Director of the Service in charge, acting as Data Controller.

Details concerning the processing of your personal data are available on the privacy statement at: <http://www.eui.eu/AboutTheWebsite/DataProtection.aspx>.

18 Dispute settlement

The Chamber of Arbitration of Milan has exclusive jurisdiction over any dispute relating to the present negotiated procedure

The arbitral tribunal shall apply the EUI's relevant regulatory acts, including the EUI's regulation on Public Procurement and the EUI's Financial Rules, complemented, where necessary, by the law of Italy.

19 Applicability of the Protocol on the Privileges of the European Institute

The tenderer shall take cognizance of the fact that the European University Institute, founded with the [Agreement](#) of 19/04/1972 (*Law no. 920 of 23/12/1972 published in Official Journal no. 19 of 23/01/1973*) and ratified by the Member States of the European Community with a Protocol on the privileges and immunities in accordance with the *Headquarters Agreement between the Government of the Italian Republic and the European University Institute (Presidential Decree no. 990 of 13/10/1976, published in Official Journal no. 47 of 19/02/1977)* together with *Additional Protocols (Law no. 505 of 27/10/1988, published in Official Journal no. 273 of 21/11/1988 and Law no. 182 of 21/11/2014, published in Official Journal no. 289 of 13/12/2014)*, shall benefit from the privileges and immunities of an international organization and therefore, to realize its objectives, is not subject to the jurisdiction of the Italian State.

In accordance with Article 3 of the Headquarters Agreement, the laws of the Italian Republic shall apply except where these are incompatible with the international and domestic legislation to which the European University Institute is subject, including its privileges and immunities.

20 Acceptance of Rules

By participating in this negotiated procedure the tenderer is to be bound to the above stated rules and regulations of the EUI.

Florence, 11/04/2019

Jette Holding Pedersen

Director of Human Resources Service of the EUI