



REAL ESTATE AND FACILITIES SERVICE

OP/EUI/REFS/2021/001

Special Tender specifications for the assignment of supply of stationery and office supplies, necessary for the functioning of the European University Institute, using a digital platform to dispatch online orders

YEAR 2021

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CHAPTER I – GENERAL CONDITIONS

1. Presentation of the European University Institute

The European University Institute (EUI) offers a unique post-graduate and post-doctoral course in social sciences. The course was founded under the [Convention](#) of 19 April 1972, which was ratified by Member States of the European Community to offer advanced academic training to doctoral researchers and to promote high-level research. The original Convention includes the “Protocol on privileges and immunities of the EUI”.

The EUI Community numbers approximately 1300 members. Researchers, teachers and members of personnel are primarily, but not exclusively, selected among citizens of Member States.

The registered address is Badia Fiesolana in Via dei Roccettini in San Domenico-Fiesole, Florence, Italy.

For more details please visit the Institution's website www.eui.eu

2. Definitions

"Company" and "Contractor" shall mean the Company that has been charged with supplying office stationery, pursuant to this Special Tender specification; “Competitor”, “Candidate”, “Tenderer” shall mean any company submitting a bid in the tender procedure.

"Contracting authority", "Institute" and “Buyer” shall mean the European University Institute, which has contracted the Company regarding the supply in this Special Tender Specifications.

3. Object of furniture

The Institute launches this open call for tender with the aim of concluding a contract with the successful Company for the supply of stationery and office supplies, using a digital platform to dispatch online orders which must be provided by the Company and will be an integral part of the offer.

The supply of office supplies items must be carried out for single units without considering the type of packaging of the products.

The supplies must have the technical characteristics and conformity indicated under Article 9 of this Special Tender Specifications.

The supply includes additional services such as packaging, transport, delivery, supply assistance and drafting reports, as described in detail in Article 7 below.

4. Duration

The tender regulated by this document has a duration of 1 (one) year starting from the date in which the supply contract is signed, renewable from year to year up to a maximum of 7 years.

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 six months at most, under the same contractual conditions in force when the contract expired.

The initial three months of the supply 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 day notice that will be sent to the Company via registered letter with acknowledgement of receipt.

In case of withdrawal, the Company will be owed compensation only for the material delivered based on the purchase orders that have been issued, excluding any other refund or compensation.

5. Estimated cost of supply

The overall value of the supply is estimated at € 280.000,00 VAT excluded for 7 years.

The amount shown above has been determined on the basis of the average annual volume of stationery and office supplies requested by the Institute over the 2015 - 2020 period.

Such estimate must be considered as purely indicative and valid only to the ends and purposes of determining the overall estimated value of the supply and does not oblige the Buyer to order this amount. This is why the Company will be entitled to no other than the payment of services provided at the prices and conditions agreed.

6. Payment arrangements and Regular price revision

The Contracting authority shall make payment within sixty days of receipt of invoice, in accordance with the arrangements specified in articles I.4 and II.15 of the draft contract.

The amount due by contract for the supply may be reassessed on the basis of Article I.3.2 of the draft contract.

CHAPTER II – DESCRIPTION OF SERVICES

7. Supply services

The services described in this paragraph are considered necessary and strictly linked to the supply of office stationery. The services are therefore provided by the Company alongside the supply of material and compensation for these services is included in the final price of each item.

7.1. Online sales management

The Company must provide to the contracting authority a web platform for the management of online orders for stationery products. Each order will be directly forwarded via the web platform to an email address that the Company will dedicate exclusively to this service. The order will indicate the type of articles requested, quantity, name of the client and respective address. The orders placed by users are made in single units without consideration for the type of packaging.

Before being executed, the order must be approved and validated within the platform processes, by the responsible of the Institute who can make changes to the quantity, type of item and eventually cancel the order.

It is the Company's duty to update the e-catalogue as needed (replacements and/or changes and/or additional articles).

Should the website not be working, orders may be sent via email and/or fax and the same delivery terms and conditions will apply as described in point 7.2 below in this document.

The website/digital platform provided by the Company to manage the orders must have the following requisites:

- allow administrative staff members to independently order stationery and other office items they may choose from a predetermined and customized catalogue;
- feature an interface, website architecture, user profiles, description of articles and categories in English (including a version in Italian to the offer would be considered a plus, although not compulsory);
- separating the end users into three groups with different rights:
 - users authorised to consult and order articles from the catalogue;
 - users with right of approval: these users will be authorised, as well as to read the catalogue and place orders, to approve, reject or modify orders placed by other users. Users with right of approval must also be able to access reports;

Each user must also be classified according to a “Cost Centre”.

- Messaging system with customisable email addresses every time a user carries out an important action such as placing, approving, modifying or rejecting an order;
- Grouping each article under at least one filing system (e.g. per category). The description of articles must take into account at least the following features:
 - Code;
 - Name/Description;
 - Image;
 - Maximum number per Order;
 - Category;
- In case the website should not allow for direct access to the Institute's Active Directory, it must:
 - allow users to have permission, not have permission and be added to a group via a document sent by the Contracting authority who, upon request by the Company, may be sent in Text, Excel or XML format;
- Provide customized reporting based on the needs of the Institute. For example, it must be possible to select a certain period of time and to divide by cost center and by user

- It is also essential that, when the Contracting authority requests it, orders may be exported into Text, Excel or XML format, that reports are available for a certain period of time and that they may be filtered according to cost centre and user.

7.2. Mode and time of delivery

Each order must be delivered in a separate packaging to protect the supplies against any tampering and damages during the various stages of transport and storage, until they reach the offices of the Contracting authority. A copy of the order must be placed on the package of each item, showing the quantity and typology of the goods delivered the name and service/department of the requester. The packaging and/or wrapping must be made of materials that can easily be separated in order to make sorting waste easier for the Contracting authority.

The Company will take charge of any damage that the material should suffer during transport and while unloading the goods.

The costs of delivery, including packaging, transport, loading, unloading and delivery to the destination and room indicated by the Contracting authority and any other related activity, are entirely borne by the Company and must be included in the final price advertised in the bid.

All supplies must be delivered to the central collecting point at the Protocol office at the Badia Fiesolana in Via dei Roccettini, 9 – 50014 San Domenico di Fiesole (FI), at least twice per week from 9 am to 17 pm, according to the opening schedules of the Institute, as shown in the annex to this document (Annex C).

The Company must comply with the obligation to deliver supplies, according to the procedures specified in the previous paragraph, even when orders consist of a single item.

The yearly average of orders placed from 2018 to 2020 via the dedicated website is as follows:

	2018	2019	2020
orders	419	353	266

The above data can be broke down as such:

items delivered per order	2018	2019	2020
1 > 5	147	121	79
6 > 10	55	62	39
11 > 15	34	24	12
> 16	181	146	136

For urgent cases, delivery of supplies must be guaranteed on the same day that the order is placed.

For efficiency purposes, it is preferable for deliveries to be made always by the same transport company.

It is not possible for the Contractor to consider the delivery terms respected if supplies are only partially delivered. Therefore, even if a part of the supply ordered before the end of the contract has been

delivered, any deliveries beyond this term will constitute a breach of contract and will consequently lead to the application of the penalties provided under Article 18 of this Tender specifications.

Throughout the duration of the contract the Contracting authority reserves the right to: have the supplies delivered to an area different to that indicated above; request the delivery at each of the branch addresses listed under Article 8 of this Document.

7.3. Returns

Once delivered, should items be damaged or not match the description, the Company must retrieve and replace them at its own cost and within 24 hours, or the penalties described under Article 17 of this Tender specifications shall apply.

The Company also commits to retrieve, without any further costs, the items mistakenly ordered by users and to replace them with a new order.

7.4. Reports

Attached to the monthly invoice, the Company must provide a monthly breakdown divided into purchases per item and/or department and/or user, with the respective amounts.

Should the Contracting authority request it, the Contractor must be willing to provide further reports that may become necessary to better monitor expenses and contract volumes. Reports must also be available in Word or Excel format for statistical analysis.

Failure to submit or make these reports available will result in the application of the penalty provided for by Article 17 of this Tender specifications.

8. EUI Campus addresses

The Contracting authority may request that supplies are delivered at the Institute's addresses below or replace the address currently used for deliveries, Badia Fiesolana, with one of those listed above.

- **Badia Fiesolana**, Via dei Roccettini, 9 – 50014 San Domenico di Fiesole (FI)
- **Villa San Felice**, Via dei Roccettini, 5 – 50014 San Domenico di Fiesole (FI)
- **Villa Paola**, Via dei Roccettini, 5 – 50014 San Domenico di Fiesole (FI)
- **Villa Malafrasca**, Via Boccaccio, 151 – 50133 Firenze
- **Complesso di Villa Schifanoia – Casale – Villino - Cappella**, Via Boccaccio, 121 - 50133 Firenze
- **Villa Raimondi**, Via Boccaccio, 121 – 50133 Firenze
- **Convento di San Domenico**, Via delle Fontanelle, 19 – 50014 San Domenico di Fiesole (FI)
- **Complesso di Villa la Fonte – Dependance – Limonaia – Serra**, Via delle Fontanelle, 10 – 50014 San Domenico di Fiesole (FI)
- **Villa il Poggiolo**, Piazza Edison, 11 – 50133 Firenze

- **Villa la Pagliaiuola**, Via delle Palazzine, 17 – 50014 San Domenico di Fiesole (FI)
- **Villa Salviati - Ipogeo** (sede Archivi Storici), Via Bolognese, 156 – 50133 Firenze
- **Villa Salviati – Manica** (sede IUE), Via Bolognese, 156 – 50133 Firenze
- **Palazzo Buontalenti** (sede IUE), Via San Gallo, 52 – 50129 Firenze

The Company must also agree to deliver supplies at other addresses that may be added throughout the duration of the contract.

9. Minimum technical requirements and conformity standards

9.1. Minimum technical requirements – conventional stationery

All the conventional stationery items on offer must, and will otherwise result in exclusion from the tender:

- ✓ match the technical features indicated in Annex E under "Product Description";
- ✓ have the quality requirements identified by the brand/s and model shown in the above-mentioned Annex E under "Brand and Model".

9.2. Minimum technical requirements – eco-friendly stationery

All eco-friendly stationery offered by the Contractor must:

- ✓ match the technical features indicated in Annex E under "Product Description";
- ✓ have at least one environmental certificate among FSC and/or PEFC and/or Blu Engel and/or Ecolabel and/or equivalent labels.

9.3. Conformity standards

All the conventional stationery on offer must respect the following conformity standards or will result in exclusion of the Company from the tender:

- ✓ be brand new and in compliance with the regulations in force establishing their production, import, sales and transport;
- ✓ meet the requirements established by regulations in force at the time of the bid and all the requirements of a binding nature that may be issued throughout the duration of the supply contract;
- ✓ be made out of raw materials, shapes and sizes that will not harm the end user.

10. Discarding and adding articles

When needed, the Contracting authority will check that the Catalogue is satisfactory and will highlight any need to decrease or increase the number of articles on offer.

Suggestions to discard and/or add articles may be made by the Company independently, but in any case, must be approved explicitly and in writing by the Contracting authority.

The Company also undertakes to satisfy orders of items that already exist in the system until that item is no longer in the Catalogue. Discarding articles from the Catalogue will not result in any refund for stockpiles.

Within 10 days from the choice of each new article, the Company will send a message to the Contracting authority attaching the following documents:

- ✓ Pricing proposal;
- ✓ Where needed, a file for the new article with all the necessary declarations/certificates.

Within five (5) working days from the receipt of the message and after accepting the Company's offer, the Contracting authority will send the Company a message requesting a physical sample of the new article together with a photo in JPEG format, which will be added to the electronic catalogue.

Within five (5) working days from the date of receipt of the sample, the Contracting authority will verify that the sample corresponds to the description in the new file and will send a message to the Company accepting or rejecting the sample.

11. Articles out of production or replaced with improved articles

Throughout the duration of the Supply Contract, if the Contractor is incapable of ensuring the delivery of one or more articles offered at the time of the bid because those articles have been retrieved from the market by the producer company or replaced by better items than those offered at the time of the bid, the Company will have to indicate, lest the Contract be terminated, which replacement articles with identical or better features it intends to supply, at the same financial conditions agreed at the time of the bid, and will attach any technical forms duly signed as well as the samples of the replacement articles.

The Buyer will proceed to verify the article offered in replacement of the one advertised at the time of the bid and, in case of approval, will communicate the outcome of its decision to the Company. In case of rejection, the Company must suggest an alternative article that may meet the needs of the Contracting authority. In case the Company is not capable of providing a replacement, the Buyer will be entitled to terminate the Supply Contract.

12. Customised articles

Some supplies such as signature folders, circulation envelopes, etc. as better specified in Annex F under the customised articles entry, must be made out of material indicated under the column "Product Description" and with the logo of the European University Institute in colour and/or black and white, depending on the type of article.

All bidding companies may see samples of customised articles described in Annex E at the Protocol office in Badia Fiesolana Via dei Roccettini, 9 – 50014 San Domenico di Fiesole (FI), by addressing a request to Mr Alessandro Coccioli – tel. +39 (0)554685549 - email: alessandro.coccioli@eui.eu

Within 10 days following the notification of award, the Company must submit a sample with customised print for each customised article, which will then be approved by the Contracting authority prior to delivery, and without any amount being due by the Contracting authority for the production of any unapproved items that do not match the provided sample.

Signed for acceptance by the Legal Representative

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Throughout the duration of the contract the Contracting authority may request new customised items or change those commissioned, in which case the new samples must be delivered within 10 (ten) days following the request and receive direct approval from the Buyer under the terms stated above.

13. Supply of various articles

The Contracting authority is entitled to ask the Company to supply articles other than those currently available in the catalogue. In this case, the Company undertakes to swiftly conduct accurate research to offer a series of articles that may satisfy the request of the Contracting authority. Once the written approval of the Contracting authority has been received, the article shall be included in the catalogue.

14. Warranty and after-sales assistance

The Contractor must guarantee that all the articles supplied are without defects that would make them unsuitable for the use that they were designed for.

For articles not subject to tear and wear the Contractor also undertakes to guarantee a period of after-sales assistance for the entire duration of the contract.

Assistance includes any activity required to guarantee the functioning of the articles for their intended use, any replacement, as well as managing complaints and technical assistance.

15. Supply Manager

Within 10 (ten) working days following the notification of contract award, the Company must indicate the name, telephone number and email address of the Supply Manager who will be under the obligation of:

- ✓ representing the Company for any matter related to supplies;
- ✓ implementing actions needed to ensure the expected quality of services as well as conformity with the requested services;
- ✓ managing any complaints/disruptions.

16. Product quality checks

In order to ensure that there are no breaches, throughout the duration of the Supply Contract, the Contracting authority is entitled to unilaterally carry out checks on the service, including on samples, also via third parties employed for this purpose, to assess whether: the quantities delivered correspond to the amounts shown in the delivery receipt; the technical features match the descriptions; the articles delivered are in conformity with those provided by the Contractor at the time of the tender; if the articles have the minimum requirements described under Article 9 of this Tender specifications and respective Annex D.

The check can therefore be considered successfully passed only if the items delivered match the quantities indicated in the delivery receipt and are in no way different from the minimum requirements and technical characteristics of conformity required and offered.

A lack of conformity between the quantities shown in the delivery receipt and those actually checked in the parcel delivered and/or technical characteristics of delivered items that differ from those requested and offered by the Contractor at the time of the tender will result in recall procedures for non-conforming and/or faulty items, pursuant to Article 7.3 above, as well as the application of the penalties described under Article 17 below, without prejudice to compensation for further damage.

If, throughout the duration of the Supply Contract, these checks result in at least five negative instances regarding quantities and/or the quality of supplies, the Contracting authority will be entitled to terminate the Contract.

17. Penalties

Without prejudice to the sanctions provided for by regulatory provisions and in compliance with the rules described in this Document, the Contracting authority may apply the following penalties:

- ✓ € 100.00 for any day of delay in the delivery of a single order pursuant to Article 7.2 of this Tender specifications;
- ✓ € 200.00 for any deviation of finished articles from the standard advertised at the time of the tender that emerged during the checks described under Article 16 of this Tender specifications;
- ✓ € 100.00 for each discordance with respect to the quantity of supplies declared in the delivery form that emerged following the checks described under Article 16 of this Tender specifications;
- ✓ € 100.00 for each day of delay for replacing dissimilar items in accordance with Article 7.3 of this Tender specifications;
- ✓ € 200.00 for each failure to submit or make available monthly records, under the terms and conditions laid out in Article 7.4 of this Tender specifications;
- ✓ € 200.00 for failure to update the catalogue of customised items according to the terms and conditions laid down in Article 7.1 of this Tender specifications.

Penalties shall be applied following a regular complaint procedure for breach of contract, against which the Company is entitled to present its own counterarguments within 5 (five) days following receipt of the notification of complaint sent by the Contracting authority.

Should these deductions not be considered sufficient to justify a default in the opinion of the Contracting authority, in other words, if they are not delivered in the agreed time, the penalties listed above shall apply.

CHAPTER III – EXCLUSION, SELECTION AND AWARD CRITERIA

18. Grounds for exclusion

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

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning grave professional conduct by a final judgment of a competent judicial authority or administrative decision or decisions of international organisations;

- c) is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of Italy being the country of establishment of the Institute or those of the country where the contract is to be performed. This breach needs to have been established by a judgement or administrative decision having final and binding effect in accordance with the legal provisions of the country in which the economic operator is established or of Italy being the country of establishment of the Institute;
- d) has been the subject of a final judgment for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or other forms of trafficking in human beings or any other illegal activity, where such illegal activity is detrimental to the Institute's financial interests;
- e) has been in serious breach of a contract financed by the Institute or has been the subject of an offense of serious irregularity established by a final judgment of a competent judicial authority or administrative decision;
- f) is subject to an administrative penalty for being guilty for grave professional misconduct, or for having made substantial errors or committed irregularities or fraud, or have been declared to be in breach of their obligations under contracts covered by the Institute's budget (Article 41 of the EUI's Public Procurement Regulation (President's Decision No. 19/2018 of 16 May 2018));
- 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;

The bidders must prove that none of the cases above applies.

Documents proving admissibility on the basis of the criteria for exclusion detailed above:

As sufficient proof that the bidder does not fall under the cases described previously, the Contracting authority will accept a signed declaration of honour, as indicated in the form attached as Annex B.

The Institute reserves the right to check this information and request additional supporting documents prior to signing the contract.

19. Selection criteria

To be admitted to the tender, bidders must meet the following requirements.

The lack of even one of these will result in exclusion from the tender.

General requirements

- a) Enrolment in the C.C.I.A.A. (Chamber of Commerce, Industry and Arts and Artisans register of companies), with foreign companies to be enrolled in a professional or trade registry of the State of residence, together with possession of 'anti-mafia' certification (or equivalent for foreign companies) and with a company focus including or at least consistent with that of the tender.

- b) A copy of a general extract from the judicial record of the Company's legal representative. In the case of the award of the contract to a Company which has its registered office in Italy, the Institute shall require the competent Prefecture to issue the appropriate anti-mafia certificate;
- c) To comply 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;
- d) 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;
- e) 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 at least one-hundred-and-eighty (180) days, starting from the deadline for submission of its bid;

Technical, commercial and financial capacity requirements

- f) Having two references from leading banks or intermediaries registered on official rolls at a date subsequent to that of the dispatch and publication of this Tender specifications, proving that the Company has always met its obligations in a regular and punctual fashion and that it has the commercial and financial capacity to carry out the services described in the tender. Whether the Company can provide only one (1) bank reference, it is necessary for its Legal Representative to submit an appropriate explanation on this matter;
- g) Having carried out in the years 2018/2019/2020 at least one supply service with the same characteristics as the services described in this tender procedure, for which it will specify the amount and Buyer;

In the case of a TGC and/or consortium, the requirements listed under points (a) to (e) must be possessed by each one of the companies making up the grouping and/or consortium. On the contrary, the verification of requirements listed under point (g) will be performed considering the TGC and/or consortium as a single entity. Therefore, these requirements may be possessed either by a single company or by the individual companies that make up a consortium or are members of a temporary grouping of companies.

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

20. Award criteria

Only the bids that meet the requirements detailed under Article 18 and satisfy the criteria defined by Article 19 of this Tender specifications will be admitted to the phase of technical and quality evaluation. The bids that score at least the minimum technical score required will access the last phase consisting of an economic evaluation.

The contract will be awarded on the basis of "**the most economically advantageous offer (best value for money)**", following the assessment conducted by the competent internal committee (Evaluation

Committee), who will assign a maximum score of 100 to each bid, divided on the basis of the following parameters:

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

The total score for the bid will be made up of the sum of the economic and technical score obtained:

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

A – Scores for technical and management skills

Points for technical skills will be awarded following a comparative analysis of the bids submitted. The best offer will be awarded the highest score (60 points) and others will be awarded an inversely proportional score.

TABLE I – EVALUATION		Maximum score
1	QUALITY OF THE ITEMS	45
	The items offered will be evaluated according to their compliance with the minimum requirements set up in art. 9 and to the quality of the samples submitted. The quantity and quality of the eco-friendly items offered in replacement of the traditional ones will also be assessed.	
2	TECHNICAL PROJECT	10
	The organisation of the service offered by the Company will be thoroughly evaluated and the description of the functioning of its digital platform of online orders management and the proposed procedure to replace non-conforming or faulty items.	
3	DELIVERY SCHEDULE	5
	Any additional delivery schedules with respect to those indicated under Article 7.2 of the Tender specifications and the time needed to deliver urgent supplies will also be carefully evaluated.	

The minimum threshold for technical suitability is 35/60. Bidders who do not reach this score will not undergo an economic evaluation.

In case of award, the technical offer will integrate the Tender specifications and will be an integral part of the contract.

Points for quality will be attributed on the basis of Table below.

Evaluation	Judgement	Quality coefficient
Excellent	<i>A well-structured project which develops the requested object in a way that is clear, precise and insightful, providing added value in relation to the Client's expectations.</i>	1.00
Good	<i>An appropriate project which develops the object in a refined manner without particular insights.</i>	0.80
Satisfactory	<i>A project which is well organized and responsive to the Client's expectations</i>	0.60
Sufficient	<i>A project which is acceptable but poorly structured, limiting itself to an application of the TS.</i>	0.40
Poor	<i>A project which is mediocre and not sufficiently developed.</i>	0.20
Insufficient	<i>A project which is deficient, generic, and inadequate.</i>	0.00

B – Points awarded for economic aspects

The highest score for pricing (40 points) will be awarded to the Company offering the best price.

Other companies will be awarded scores (rounded to the second decimal when needed) based on the ratio between the best price and that offered by each company.

$$P = 40 \times \frac{\text{Minimum price}}{\text{Offered price}}$$

P = score awarded to the bid

The final score for each competitor will be determined by the average resulting from the sum of the single points obtained for the items listed in the Economic Offer (Annex E).

21. Award requirements

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

1. provide certified true copies of all certificates presented as documentation for the tender procedure;
2. submit copies of the requested insurance policies, as indicated at art. II.3.5 draft supply contract;
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.

Signed for acceptance by the Legal Representative

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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 Administration reserves the right to declare the bid lapsed and to award the contract to the next bidder on the ranking, or to launch a new call for tender, without prejudice to further costs incurred by the Contracting authority to be charged to the bidder at fault. Under these circumstances, the provisional deposit paid by the Company at fault will be withheld and the sanctions provided by the regulations in force shall apply.

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

CHAPTER IV – ADMINISTRATIVE INFORMATION

22. Subcontracting and outsourcing

The contract may not be reassigned, on pain of annulment.

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

In particular, subcontracting must be declared in the offer, with clear indication of the activities which will be the subject and must necessarily possess the requirements prescribed by applicable regulations and be authorised beforehand by the contracting authority.

Subcontracting does not involve any modification of the obligations and the burden of the undertaking that remains solely responsible with regard to the Contracting Authority.

In the event of a breach of the rules indicated above, without prejudice to the right of the Contracting Authority to compensation for any damage and expenditure, the Institute reserves the right of resolving the contract by law.

23. Payment method

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 Framework Supply 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.

24. Regular price revision

The amount due by contract for the services to be provided may be reassessed on the basis of Article I.3.2 of the annexed Framework Supply Contract

CHAPTER V – FINAL PROVISIONS

25. 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.16/2018 on Public Procurement, all of which are available on the EUI's website: <https://www.eui.eu/About/Tenders>

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.

26. Person responsible for the contract

The Contracting Authority nominates 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.

27. Contract contacts

To ensure that the contract is executed satisfactorily and to guarantee a correct contractual relationship with the Company 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 persons shall:

- look after operational relations with the Company ;
- request interventions for any variations and/or new provisions which may prove necessary in the course of validity of the contract;
- monitor proper execution of the service and verifying the results;
- request the removal and consequent replacement of unacceptable employees of the Company , after appropriate justification;
- propose to the person responsible for the contract the application of sanction and the possible termination of the contract;

28. Final provisions and annexes

The tender documents consist of the Service Contract provided by the Institute, this Annex I Special Tender Specification (STS) –and the Contractor's offer – Annex II including the following documents:

A. Self-certification Form

Signed for acceptance by the Legal Representative

18/19

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- B. Declaration of honour stating the absence of causes for exclusion and conflicts of interest
 - C. Calendar of EUI holidays in 2021
 - D. Technical Offer
 - E. Economic Offer
- Draft Framework Supply Contract

Signature of the Legal Representative

Company stamp

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