



REAL ESTATE AND FACILITIES SERVICE

OP/EUI/REFS/2021/002

**Special Tender specifications for the entrusting of insurance services
for the European University Institute**



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 annex I A - 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 stipulation of multi-risk insurance contracts for the European University Institute's premises and university residences.

The insurance service for the European University Institute has been prepared by the company ALPHA International Insurance Brokers S.r.l. and is divided into five distinct lots which may be awarded individually or collectively

- Multi-risk insurance policy for works of art - LOT A;
- Multi-risk insurance policy for offices - LOT B;
- Multi-risk insurance policy for dwelling - LOT C;
- Multi-risk insurance policy for Historical Archives - LOT D;
- RCT/O insurance policy - LOT E;

Five different policies have been prepared for each lot; they are attached to these specifications and form an integral and substantial part of them.

The awarded company shall apply the taxable rate offered in its tender bid to future seats of the Institute acquired during the period of validity of the contract.

Competitors may submit bids for each individual lot, for more than one lot or for all five lots.

4. Duration

The tender regulated by this document has a duration of 5 (five) years starting from the date in which the supply contract is signed.

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.

5. Estimated cost of supply

The overall value of the supply over a five-year period is estimated at € 278.500,00 VAT excluded, as follow:

Lot A):	€ 11.700,00
Lot B):	€ 216.700,00
Lot C):	€ 20.000,00
Lot D):	€ 11.700,00
Lot E):	€ 18.400,00

The amount shown above has been determined on the basis of the average annual for this type of service requested by the Institute over the 2017 - 2020 period.

Such estimate must be considered as purely indicative and valid only to the ends and purposes of determining the overall estimated value and does not oblige the Buyer to join this amount.

CHAPTER II – DESCRIPTION OF SERVICES

6. Stability of the service

The Company undertakes to ensure a high degree of stability of the service under this CSA.

Under no circumstances, therefore, may it suspend or interrupt the service, under penalty of the penalties set forth in Article 8 below, without prejudice to the Contracting Authority's right to claim compensation for costs incurred should it be forced to provide the service itself.

If, during the contract, strikes or force majeure occur that prevent the performance of the service, the Contracting Authority may deduct from the relevant invoices the amounts corresponding to the services not performed.

In any case of force majeure affecting the normal execution of the service, the Contracting Authority and the Company agree to inform each other immediately and, if possible, in advance, in order to jointly find solutions to any problems that may arise.

CHAPTER III - OBLIGATIONS AND COSTS RELATIVE TO EXECUTION OF SERVICE

7. Obligations and costs 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, in the service contract and in the invitation Letter.

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

The Company agrees to hold harmless and indemnify the Contracting Authority against any damage as well as criminal and civil liability towards third parties and/or property, directly and indirectly 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. 10 of 18 February 2019, accessible at: <https://www.eui.eu/About/DataProtection>

CHAPTER IV - EVALUATION OF THE SERVICE LEVEL AND PENALTIES

8. Breaches and penalties

The Company is obliged to organize a structure that guarantees that each service required under Title II of these specifications is carried out in compliance with the timescales and methods laid down.

The Contracting Authority may order, at any time, checks and controls on the exact fulfilment of the services requested.

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

CHAPTER V – EXCLUSION, SELECTION AND AWARD CRITERIA

9. 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 II - G.

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

10. 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.

Signed for acceptance by the Legal Representative

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- b) 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;

Technical, commercial and financial capacity requirements

- c) Competitors must have total company annual premium income of at least € 50,000,000.00
d) In the period from 2015 to 2020 services similar to those covered by this procedure with a total turnover for the five-year period of no less than € 557,000.00.

11. Award criteria

LOT A, B, C, D and E

Only those offers that satisfy the requirements defined in the previous article will be admitted to the next phase of evaluation.

The contract(s) will be awarded on the basis of the criterion of "**the most advantageous price**" following the evaluation carried out by the competent internal commission of the Institute.

The competitor offering the lowest price will be the one who will be awarded the contract for the lot considered.

Attribution of price scores

The maximum score available for the price (100 points) will be assigned for each policy to the company that will have proposed the best price using the following formula:

$$P = 100 \times \frac{\text{Price offered}}{\text{Minimum Price}}$$

The other companies will be assigned scores (rounded off the second decimal place, where necessary) proportional to the ratio between the best price and the price offered by each of them.

12. 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. 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 VI – ADMINISTRATIVE INFORMATION

13. Subcontracting and outsourcing

The contract may not be reassigned, on pain of annulment and subcontracting is not permitted.

14. Payment method

The contracting Authority shall make payment in accordance with the terms of the individual policy specifications, in accordance with the arrangements specified in Articles I.4 and II.15 of the Contract provided by the Institute and included in the tender documents.

CHAPTER VII – FINAL PROVISIONS

15. 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.

16. 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.

17. 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;
- propose to the person responsible for the contract the application of sanction and the possible termination of the contract;

18. Final provisions and annexes

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

- Annex II A** – Multi-risk insurance policy for works of art - LOT A
- Annex II B** – Multi-risk insurance policy for offices - LOT B
- Annex II C** – Multi-risk insurance policy for dwelling - LOT C
- Annex II D** – Multi-risk insurance policy for Historical Archives - LOT D
- Annex II E** – RCT/O insurance policy - LOT E
- Annex II F** - Self-certification Form
- Annex II G** - Declaration of honour
- Annex II H** - Economic Offer
- Draft contract