

INVITATION LETTER TO TENDER

Subject: Management of the canteens, coffee bars and catering services with reduced environmental impact, of the European University Institute.

Ref: OP/EUI/REFS/2022/003

1. General information

The European University Institute (EUI), an international organization established by a [Convention](#) 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 management of canteens, coffee bars and catering service with reduced environmental impact for the European University Institute specified in the above subject, whose estimated value is € 5.200.000,00 (five-million-two-hundred-thousand/00) for a total period of five years.

The tender documentation consists in this letter, the draft service contract, the Annex I (tender specifications) and Annex II including: Annex II A - Declaration on honour, Annex II B – Technical offer, Annex II C – Financial offer, Annex II D – Request of inspection, Annex II E – EUI Vacation Days 2023, Annex II F – Description of the services currently in force at the EUI, Annex II G – Ground plans of the premises entrusted by the EUI for the execution of the service, Annex II H – List of the staff currently employed in the service, Annex II I – Inventory of canteen equipment, Annex II L – Emergency plan. The tender documentation is available for download at: <https://www.eui.eu/About/Tenders>.

2. Conditions for participation to 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: <https://www.eui.eu/About/Tenders>.

3. Submission of tenders

Tenders must be submitted exclusively on paper and must be placed inside two sealed envelopes, as indicated below (Double envelope system).

Tenders must be submitted to:

- a) either by post or by courier service not later than **12.00 (Italian time) on 14/11/2022**, to the address indicated below, in which case the evidence of the date of dispatch shall be constituted by the date of dispatch, the postmark or by the date of the deposit slip;
- b) or delivered in person by the tenderer or candidate in person or by an agent to the premises of the EUI no later than **12.00 (Italian time) on 14/11/2022** to the address indicated below. In this case, the tenderer must obtain a proof of receipt, signed and dated by the EUI's agent in the Protocol Office who took delivery.

The EUI's Protocol Office is open from Monday to Friday during business hours between 8.30 - 13.00 and 14.00 - 17.00. It is closed on Saturdays, Sundays and [EUI public holidays and closure days](#).

Address where tenders must be submitted (by post/by courier or in person):

Ref: **OP/EUI/REFS/2022/003**

EUROPEAN UNIVERSITY INSTITUTE

Protocol Office

Via dei Roccettini, n. 9

50014 San Domenico di Fiesole (FI)

Italy

The inner envelope must bear, in addition to the name of the Administrative or Academic Unit to which it is addressed, as indicated in the invitation to tender, the words 'Call for tender — Not to be opened by the internal mail service'. If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across that tape.

The outer envelope must be sealed with adhesive tape and signed across the tape. The outside of the envelope must give the following information:

the code referring to this procurement procedure: **OP/EUI/REFS/2022/003**

- the name of the Administrative or Academic Unit to which it is addressed to: Real estate and Facilities Service;
- the caption 'Call for tender — Not to be opened by the internal mail service';
- the name of the tenderer or candidate.

Boxes may be used instead of envelopes if the size or weight of the tender so requires.

The content of the inner envelope must be subdivided into 3 (three) envelopes, according to the following instructions:

Envelope no. 1: sealed with adhesive tape and signed across the tape, bearing on the outside the name of the tenderer and the words "**Envelope no. 1 – Administrative Documents**"; this envelope shall contain n. 1 original and n. 1 digital copy (e.g. CD, DVD, pendrive, etc.) of the following documents:

- a. Declaration on Honour on exclusion criteria and selection criteria**, signed by the tenderer's legal representative, using **Annex II A**;
- b. Copies of the invitation letter to tender, tender specifications and draft contract**, without any additions, amendments or changes. Each of these documents must be initialled on each page and signed on the last page by the legal representative of the tenderer; in addition, the tenderer's stamp must be borne on the last page;
- c. In case of a joint tender by a pre-existing Temporary Group of Companies (TGC):** a special collective mandate with representation given by the principals, resulting from authentic private agreement documentation, or certified copies thereof. Proxy must be given to the legally representative agent as well as the company in a statement issued by the economic operator concerning the elements of the service to be carried out by the individual economic operators, including the mandated economic operator;

In case of a joint tender by a not yet established TGC: the commitment, if awarded the contract, to confer the special collective mandate with representation by one party (to be explicitly specified) as qualified agent, who will sign the contract in the name and on behalf of the principals, including an indication of the elements of the service to be carried out by individual economic operators, including the mandated economic operator (or designated as such).

Participation by economic operators competing singling and also as part of a TGC is not permitted, **under penalty of exclusion** from the tender for both the economic operator and the TGC concerned.

It is further not allowed the participation of businesses, including as TGC, in situations of control (either as a parent or subsidiary) pursuant the regulation in force, with other economic operators participating in the tender individually and as members of TGC, **under penalty of exclusion** from tender for both the parent company and their subsidiaries, as well as the TGC which may participate.

- d. Other certifications, memberships, insurance, qualifications, etc. following the directions provided by the Article on Selection criteria included in Annex I – Tender specifications.

Envelope no. 2: sealed with adhesive tape and signed across the tape, bearing on the outside the name of the tenderer and the words “**Envelope no. 2 – Technical Offer**”; this envelope shall contain n. 1 original and n. 1 digital copy (e.g. CD, DVD, pendrive, etc.) including the detailed description of the service offered to be drafted in compliance with **Annex II B**, on pain of exclusion.

Each and every element of the Technical offer submitted shall be deemed an integral part of the contract, and the successful tenderer shall be obliged to comply with it.

The tenderer must declare which information in the documentation is an industrial and/or commercial secret, and must therefore be considered strictly confidential.

Envelope no. 3: sealed with adhesive tape and signed across the tape, bearing on the outside the name of the tenderer and the words “**Envelope no. 3 – Financial Offer**”; this envelope shall contain n. 1 original and n. 1 digital copy (e.g. CD, DVD, pendrive, etc.) of the Financial offer, to be drafted in compliance with **Annex II C**, on pain of exclusion.

All tender documents shall be signed by the tenderer’s legal representative.

A photocopy of a valid identity document of the legal representative signing the tender documents shall be included in the tender (please use Envelope n.1).

In case the legal representative cannot sign the tender documents, please submit a valid proxy clearly stating that the signatory has been duly delegated to sign the tender documents on behalf of the legal representative and a photocopy of a valid identity document of the signatory (please use Envelope n.1).

4. Signature and legibility of tender documents

All tenders must be:

- signed by an authorised legal representative of the tenderer;
- perfectly legible so that there can be no doubt as to words/terms and figures included;
- include the costing sheet or other model documents as indicated in the tender documents;
- drawn up using the model reply forms included the tender documents to which it is possible to add additional annexes.

Tenders must ensure that their submitted tenders contain all the information and documents required by the EUI at the time of submission as set out in the tender documents.

All tenderers are required to notify the EUI that they have submitted a tender by writing to the e-mail address: inforefs@eui.eu. The EUI shall acknowledge receipt of this message.

Once the tender has been received by the EUI, all the documents become property of the EUI and shall be treated with the strictest confidentiality.

5. Joint venture or consortium

If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the EUI in its capacity as contracting authority.

The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the EUI. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium.

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 6 (six) months from the deadline for the submission of tenders indicated in point 3 (three) of the present invitation letter.

7. Legal effects of the invitation to tender and submission of a request to tender

This invitation to tender is in no way binding on the EUI. The EUI's contractual obligation commences only when the contract with the successful tenderer is signed by both parties.

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

Submission of a tender implies acceptance of all the terms and conditions set out in this invitation letter to tender, in the tender specifications and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. Submission of a tender is binding on the tenderer to whom the contract is awarded for the duration of the contract.

Submission of a tender implies acceptance of all the dispositions set up [High Council Decision n. 6/2015](#) 4 December 2015 laying down the EUI Financial Rules and in [President's Decision n. 19/2018](#) 16 May 2018 implementing Title V concerning Procurement of the EUI Financial Rules (Public Procurement Regulation), that are available for consultation at the following link: <https://www.eui.eu/About/Tenders>.

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 EUI and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

- Before the deadline for submission of tenders, as indicated in point 3:

- At the initiative/request of tenderers, the EUI may provide additional information solely for the purpose of clarifying the nature of the tender documentation. Such information shall be communicated simultaneously to all interested tenderers.

Any requests for additional information must be made in writing only to inforefs@eui.eu, no later than 5 (five) 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 (five) working days before the final date for submission of tenders.

- The EUI, may, on its own initiative, contact the tenderers, if it discovers an error, inaccuracy, omission or any other type of clerical error in the text of the tender documentation, and it will inform all interested tenderers simultaneously in a manner identical with that applicable in respect of the original invitation letter to tender.
- Any additional information including that referred to above will be posted on <https://www.eui.eu/About/Tenders>.

The website will be updated regularly, and it is tenderer's responsibility to check for updates and modifications during the tendering period.

- 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 EUI may contact the tenderer(s), provided that any clarification that may originate from such contact shall not lead to any substantial alteration of the financial and technical terms of the submitted tender.

10. Site inspection

A site inspection is planned at **2:00 pm (Italian time) on 03/11/2022** at the following address: European University Institute, **Via dei Roccettini 9, San Domenico di Fiesole (FI), 50014 - Italia.**

11. 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 the deadline for submission of tenders. Withdrawals must be unconditional and will end all participation in the tender procedure.

12. Ownership of tenders

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

13. Award notice and information to tenderers

You will be informed of the outcome of this procurement procedure by e-mail with delivery receipts and by publication of the name of the successful tenderer on EUI's website: <https://www.eui.eu/About/Tenders>.

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

14. Data Protection Policy

If processing your reply to the invitation letter 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 pursuant to the EUI rules on Data Protection available at: <https://www.eui.eu/About/DataProtection>).

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 letter to tender and will be processed solely for that purpose by the Director of the Unit in charge of the present procurement procedure, acting as Data Controller.

15. Dispute settlement

Any dispute relating to a procurement procedure under the present rules shall be submitted in good faith by either party to mediation under the [International Mediation Rules of the Milan Chamber of Arbitration](#). The request for mediation shall be submitted in writing to the Secretariat of the Milan Chamber of Arbitration at the latest within 13 (thirteen) days from the notification of the results of the adjudication pursuant to Article 44 of the EUI's Public Procurement Regulation (outlined in EUI President's Decision No. 19/2018 of 16 May 2018).

If for any reason the dispute remains unsettled 60 (sixty) days after the request for mediation, it shall be subject to arbitration under the [Rules of the Milan Chamber of Arbitration](#) to be commenced within the following 30 (thirty) days. The seat of the arbitration shall be Milan and the language of the arbitration shall be English. The award shall be final and binding for both parties.

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.

16. Applicability of the Protocol on the Privileges of the European University Institute

The tenderer shall take cognizance of the fact that the EUI was founded with the [Convention](#) of 19/04/1972 – as subsequently modified – which was ratified by the Member States of the European Community with a Protocol on the privileges and immunities. The EUI 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.

17. Acceptance of Rules

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

Florence, 10/10/2022

Kathinka España

Director of the Real estate and Facilities Service of the EUI

Signature: original signed