



REAL ESTATE AND FACILITY SERVICE

Open call of tender for the provision of services for translating, editing, proof-reading, transcribing for administrative purpose and interpreting for the European University Institute

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CHAPTER I – SCOPE AND DESCRIPTION OF THE PROCUREMENT PROCEDURE

Article 1. Definitions

‘candidate’ means an economic operator that has sought an invitation;

‘contract’ means a public contract awarded by the EUI for the procurement of services/supply;

“EUI” means the European University Institute, which is the contracting authority entrusting the services that are the subject of these tender specifications to the contractor;

‘contractor’ means to the successful tenderer awarded with the contract;

‘economic operator’ can refer to a ‘work contractor’, ‘supplier’, or ‘service provider’ and means any natural or legal person or public entity or group of such persons and/or entities which offers the execution of works, the supply of products or the provision of services on the market;

‘joint tenders’ as the meaning indicated under Art. 5 below

‘subcontractor’ as the meaning indicated under Art. 6 below

‘tender’ / ‘offer’ defines the terms upon which the supplier is willing to be bound, which normally include price, date of delivery, payment terms and a description of the services/supplies/works.

‘tenderer’ means an economic operator that has submitted a tender;

‘tender specifications (TS)’ means any documents describing the needs and requirements of the EUI for the purposes of the relevant tender.

Article 2. Contracting authority

This procurement procedure is launched and managed by the *EUI*, that is the contracting authority for the purposes of this procurement procedure, through the Real Estate and Facility Service

Article 3. Subject

Subject of the contract	The subject of this procurement procedure is the provision of services for translating, editing, proof-reading, transcribing for administrative purpose and interpreting for the European University Institute
Lots	This procurement procedure is not divided into lots
Type of contract	The procedure will result in the conclusion of a multiple framework contract in cascade <i>Tenderers</i> need to take full account of the provisions of the draft <i>contract</i> as the latter will define and govern the contractual relationship(s) to be established between the <i>EUI</i> and the <i>contractor(s)</i> .
Duration of the contract	The framework <i>contract</i> to be awarded shall have a duration of 5 years. The details of the initial <i>contract</i> duration and possible renewals are set out in Article I.2 of the draft <i>contract</i> .

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<p>Estimated value of the contract</p>	<p>The estimated value of the framework <i>contract</i> to be awarded for the whole duration of 5 years is EUR 300,000.00</p> <p>These volumes are estimates only and there is no commitment as to the exact quantities to be ordered. The actual volumes will depend on the quantities which the <i>EUI</i> will order through specific <i>contracts</i>. In any case the framework contract ceiling, i.e. the maximum amount to be spent under the framework <i>contract</i>, shall not be exceeded.</p> <p>The <i>EUI</i> may procure additional services from the <i>contractor</i> up to a maximum of 50% of the initial contract value.</p>
<p>Place of performance</p>	<p>The services will be undertaken at the <i>EUI's</i> premises and/or at the contractor's premises.</p>

Article 4. 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>.

Article 5. Joint Tenders

A *joint tender* is a situation where a *tender* is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a *tenderer*.

All members of the group assume joint and several liability towards the *EUI* for the performance of the *contract* as a whole.

Group members must appoint a Group leader and a single point of contact authorised to act on their behalf in connection with the submission of the *tender* and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the *contract* signature.

The *joint tender* must clearly indicate the role and tasks of each member and of the Group leader who will act as the *EUI's* contact point for the *contract's* administrative or financial aspects and operational management. The Group leader will have full authority to bind the group and each of its members during *contract* execution. If the *joint tender* is successful, the *EUI* shall sign the *contract* with the Group leader, authorized by the other members to sign the *contract* on their behalf via power of attorney.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before *contract* signature) shall lead to rejection of the *tender* except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see Article 14) and is not in an exclusion situation, (see *Article 12*).

In any case the selection criteria must be still fulfilled by the group and the terms of the originally submitted *tender* may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the *tender* non-compliant with the *tender specifications*, and the evaluation of award criteria of the originally submitted *tender* may not be modified.

Article 6. Subcontracting

Subcontracting is the situation where the *contractor* enters into legal commitments with other *economic operators* which will perform part of the *contract* on its behalf. The *contractor* retains full liability towards the *EUI* for performance of the *contract* as a whole.

All contractual tasks may be subcontracted unless the *tender specifications* expressly reserve the execution of certain critical tasks to the sole *tenderer* itself, or in case of a *joint tender*, to a member of the group.

Tenderers are required to give an indication of the proportion of the *contract* that they intend to subcontract in the technical offer, as well as to identify and describe briefly the envisaged contractual roles/tasks of *subcontractors* meeting any of these conditions (hereafter referred to as identified *subcontractors*):

- are not in one of the exclusion situations listed in Article 16;
- on whose capacities the *tenderer* relies upon to fulfil the selection criteria as described under Article 17.
- whose individual share of the *contract*, known at the time of submission, is above 10%.

Any such *subcontractor* must provide the *tenderer* with a commitment letter signed by its authorised legal representative.

Changes concerning *subcontractors* identified in the *tender* (withdrawal/replacement of a *subcontractor*, additional subcontracting) during the procurement procedure (after the submission deadline and before *contract* signature) require the prior written approval of the *EUI* subject to the following verifications:

- any new *subcontractor* is not in an exclusion situation;
- the *tenderer* still fulfils the selection criteria and the new *subcontractor* fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted *tender* are not altered substantially, i.e. all the tasks assigned to the former *subcontractor* are taken over by another involved entity, the change does not make the *tender* non-compliant with the *tender specifications*, and the evaluation of award criteria of the originally submitted *tender* is not modified.

Subcontracting to *subcontractors* identified in a tender that was accepted by the *EUI* and resulted in a signed contract, is considered authorised.

CHAPTER II – TECHNICAL SPECIFICATIONS

Article 7. Implementing rules for the services of translating, editing, transcribing and proof-reading for administrative purpose

The texts to deal with will mainly but not only be of financial/administrative nature such as business/legal documents concerning the Institute's activities.

As they will be technical texts, language proficiency in such field is required.

The texts will vary both in length and urgency.

The necessary language combinations include all the languages of the European Union, both as source and as target languages; work that requires extra-European languages, might also be required.

The Institute cannot provide an accurate estimation of the volume of work that will be required with this tender. A general estimation could be a volume of work from 350 to 400 sheets per year. This information is given only as an evaluation criteria and it is therefore not an obligation for the Institute to buy the quantities of services here mentioned.

The assignments will be transmitted by sending electronic documents, the dealing with which will have to strictly respect the instructions given by the Tenderer, in order to avoid interventions of re-formatting after the delivery. The files must be returned via email directly to the Tenderer.

The work is commissioned with a request for an estimate, to which the Company must reply within a maximum of 24 hours (1 day) after receipt. Having accepted the estimate, the Institute will send a specific order. The Company must then explicitly accept the order with a confirmation email within 24 hours (1 day) after receipt and send back two copies with original signature. The acceptance of the order automatically represents acceptance of all the demands and the instructions contained within it.

The deadline for the finished work depends on the length of the document to be translated and on the urgency of the demand for the service. The deadline agreed by both parties is written on the order emitted for the specific task.

In order to ensure the coherency of the job, the Institute demands that the task be done by one single professional.

It is the responsibility of the Company to distribute the work amongst its employees in order to guarantee that deadlines are respected.

The responsibility for a correct delivery on time is to be borne by the Company.

All texts on which the company works, when returned, must be of a standard that does not require further interventions on the part of the Institute. The company must guarantee that:

- the timing for the reply to the request for an estimate (**TP**) and the acceptance of the order (**TA**) are respected (Article 10);
- the deadline indicated in the request sent by the Institute and accepted by the Company must be rigorously respected;

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- the text must be ready for use;
- instructions dictated by the Institute must be observed;
- the work must be finished, accurate, coherent and consistent;
- possible references to other documents previously published have been accurately checked and verified;
- specific terminology has been used correctly in the document;
- accurate and precise attention must be dedicated to style, register and readability;
- Professionals involved must have signed the “Declaration of Confidentiality” and must be of unquestionable ethics.

Article 8– Implementing Rules for Interpreting Service

The Institute mostly asks for the supply of Interpretation services in the four (4) languages most frequently used in the Institute: English, French, Spanish, and German. Other European Union languages, including those of the newly entered countries, and non-EU languages (especially Russian and Chinese) will be requested in case of necessity.

Services will mainly be for conference interpreting, mostly simultaneous; less frequently consecutive translation and even less frequently “in chuchotage”.

Negotiation interpreting is required only in very rare, particular cases.

It is necessary that the Company guarantees to the Institute the availability of a sufficient number of certified interpreters for all of the languages and combinations required. Professionals must be familiar with economic-financial, legal, administrative and scientific terminology.

The Contracting authority is not able to give an accurate definition of the volume of work that will be object of the services requested with the present tender. As a general indication an annual amount of fifteen (15) days could be estimated for the interpreting services, involving up to a maximum of twelve (12) interpreters at a time. This information is only given for estimation purposes and the Institute is not obliged to acquire the quantities here mentioned.

Every service requested will be preceded by an estimate requirement, which will be followed, after acceptance, by a specific order for the single task, containing all the necessary information for providing the service: calendar of the event, typology of interpretation, language and the combinations required. The Company must then send the estimate within a maximum of 24 hours (1 day) from receipt of the request. After having received the order from the Institute, the Company must confirm its acceptance of the task with a specific email within a maximum of 24 hours (1 day) and send two copies with original signatures. The acceptance of the order automatically represents the acceptance of all the requests and instructions included within it.

Interpreters must be at the venue of the event thirty (30) minutes before the scheduled beginning, unless different instructions for specific tasks are given. This time will be counted as working time. Any delay or impediment must be promptly reported by phone and email to the person of reference responsible for the management of the contract (Article 35).

In occasion of meetings of very specialized content, the Institute might send specific preliminary documents to the interpreters in order to familiarize with the subject. If the

documents sent are confidential, the interpreters must bring the documents with them, and, once the event is over, give them back to the Institute without keeping any copy of them.

The Institute requests that every interpreter adheres to the Professional Moral Code outlined by the AIIC or equivalent, regardless of whether or not s/he is a member of specific associations.

For every interpretation service the following points must be assured:

- the timing of replies to the estimate (**TP**) and acceptance (**TA**) of the specific order;
- the professionals involved must have proved experience and specialization;
- the professionals involved must have signed the “Non-disclosure agreement” and must be of irreprehensible ethics;
- the agreed deadlines for the service must be respected.

Article 9 – Description of locations and equipment for interpretation service

Services of in-cabin interpretation will take place in the buildings of the Contracting authority, more precisely:

- In the theatre, at the **Badia Fiesolana**, where sound system is installed and up to 32 languages may be translated simultaneously and there are four (4) cabins

In case other rooms are needed for simultaneous interpretation, the institute will provide further cabins equipped according to regulations.

Article 10 – Urgent services

If necessary, the Institute may request urgent services of translation, editing, proof-reading and/or interpretation, for example two (2) pages in one hour (1) or the availability of interpreters at only one (1) days' notice.

All the specific instructions for these services will be enclosed in the relative order.

Article 11 – Service commitment

To order a specific task, the Institute referent sends to the Company a request with an offer via email. This request will contain the detailed description of the service required, with clear indications of characteristics and terms of execution and the deadline.

The Company will reply via email at the latest within one (1) working day, clearly stating the acceptance of the service as described by the Institute. The Company may propose different terms or declare to be unavailable; In this case if the company's proposal does not meet the necessary requirements or if the company is unavailable the Institute reserves the right to request the services to the next Contractor on the list.

After the formal acceptance of the service, the Institute will send the necessary documentation for the execution of the service.

The costs of the service are defined on the basis of the prices offered by the Company during the tendering procedure.

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Article 12 – Personnel Regulation

The Company must guarantee the immediate availability of a team of professionals with characteristics that meet the requirements of the Institute in terms of numbers, experience, education and skills, in order that the services fully respect the contract established in the present Tender Specifications, in the Invitation Letter and in the attached documents.

Professionals designated for the service must be informed of the methods for completing the latter and must be aware of the environment where they are called to work. The activities, which are object of this tender, must be carried out with care and scrupulousness.

The Company must entrust the service to professionals of proven competence, honesty and morality, capable of maintaining decorous and irreprehensible behaviour; they must be discreet, correct, available to collaborate both with the personnel of the Contracting authority and with the external users of the locations.

Every professional involved in the execution of the services, object of the present procedure, must sign a “non-disclosure agreement”, which will be valid for the entire course of the present procedure. The Company must deliver a signed declaration for each new professional involved in the services after the tender contract has been signed, for the period of validity of the contract.

The company, not later than five (5) days before the start of the tender, is obliged to provide the Contracting authority with the necessary documentation to prove the respect of the obligations foreseen by the Italian Laws, in force where work is concerned (insurance, contributions, retributions, obligations, etc.).

The same documentation must be presented every time the work-team undergoes variations (substitutions, new collaborations, etc.), not later than three (3) days from the modification.

The Contracting authority, reserves the right to ask for a substitution of any person who does not meet the obligations above mentioned and/or results not to be capable of completing the tasks assigned. In this case, the Company must see to the substitution of the unsuitable people without this having negative impact on the costs and /or the final quality of the work.

Article 13 – Service Supervisor

Before the start of the tender, the Company must identify and communicate to the Contracting authority a Representative Manager of its own, called Service Supervisor to whom the spokesperson of the Institute may refer for any request, objection and/or clarification necessary during the period of the service. This person must be contactable by a phone provided by the Company at its own costs.

The Supervisor of the Company will need to be acceptable to the Contracting authority, highly professional and to know perfectly the operating personnel, the instruments and their correct use and all other problems regarding the management of the service.

S/he must intervene, decide and respond directly for unforeseen problems that may arise with regard to the regular execution of the services required, and for the investigation of any damage.

The Figure of the Supervisor cannot, in any way, represent an additional charge for the Contracting authority.

Article 14 – Service Stability

The Company commits to guarantee a high standard of stability for the service to this tender.

Therefore, under no circumstances, may it suspend or interrupt the service, or it will be subject to the penalties established in the following Article 19, unless the Contracting authority asks for compensation for the costs incurred if it was obliged to cover the service by itself or in a different way.

If, during the contract period, there are strikes or reasons of force majeure, which prevent the service from happening, the Contracting authority will have the right to ensure that the amounts spent to cover the non-performed services will be detracted from the corresponding bills.

In all cases of force majeure that might influence the normal execution of the service the Contracting authority and the Company agree to contact one another immediately, to find a solution for the problem as quickly as possible.

Article 15 – Verification and checks

The services foreseen by the present tender are subject to verification by the Contracting authority.

The processes of verification of conformity are intended to certify that the contractual services have been perfectly executed according to the technical profile, and conform to and respect the conditions, modalities, terms and prescriptions described in the present tender.

The verification processes also aim to make sure that the data resulting from the accounting and the supporting documentation correspond to one another and with the final results.

By way of example, and not to be considered exhaustive, hereby is listed the process of verification of conformity:

- For monitoring and quality control of the service of translations, editing and/or proof-reading, the Institute reserves the right to carry out random checks to be done by a spokesperson of the Institute, nominated by the Contracting authority. After every check a report will be made outlining the results, the comments and any non-compliance. This document will be delivered to the supervisor of the Company (Article 12) who, within five (5) working days must report on how the indications resulting from the verification will be received and dealt with.
- To monitor the level of satisfaction of the Contracting authority with regard to the services of translation, editing, proof-reading and interpretation, the Contracting authority, starting from the day of the assignment and for the entire duration of the contract, reserves the right to make random checks, also referred to as Customer Satisfaction (CS) investigations. The Company is required to take part in these unconditionally and supply the collaboration required. The results of the CS will be

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used to show the level of satisfaction for the service and will be analysed together with the Supervisor and the Company Spokesperson in order to adopt the necessary corrective measures for improving the service in case the Contracting authority's expectations are not met, totally or even only partially.

For every default found in the service, the Contracting authority will apply the penalties indicated in the following Article 19, unless the Company provides an immediate solution to remedy the default.

CHAPTER III – EVALUATION AND AWARD CRITERIA

The evaluation of the *tenders* that comply with the submission conditions will consist of the following elements:

- Check if the *tenderer* has access to procurement (see Article 4);
- Verification of administrative compliance (if the *tender* is drawn up in one of the official EU languages and signed by duly authorised legal representative(-s) of the *tenderer*);
- Verification of non-exclusion of *tenderers* on the basis of the exclusion criteria;
- Selection of *tenderers* on the basis of selection criteria;
- Verification of compliance with the minimum requirements defined in the tender specifications;
- Evaluation of *tenders* on the basis of the award criteria.

The *EUI* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the *tender* will be rejected and will not be subjected to further full evaluation. The unsuccessful *tenderers* will be informed of the ground for rejection without being given feedback on the non-assessed content of their *tenders*. Only *tenderer(s)* for whom the verification of all elements did not reveal grounds for rejection can be awarded the *contract*.

The evaluation will be based on the information and evidence contained in the *tenders* and, if applicable, on additional information and evidence provided at the request of the *EUI* during the procedure. If any of the declarations or information provided proves to be false, the *EUI* may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

For the purposes of the evaluation related to exclusion and selection criteria the *EUI* may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

Article 16. Exclusion criteria

The *tenderer* must not be in one of the exclusion situations listed below:

- a. is bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the

subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- b. has been convicted of an offence concerning their 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 the 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 they are established or with those of Italy being the country of establishment of the *EUI* or those of the country where the contract is to be performed. This breach needs to have been established by a judgment 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 those of Italy being the country of establishment of the *EUI*;
- 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 *EUI*'s financial interests;
- e. has been in serious breach of a contract financed by the *EUI* or have 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 of grave professional misconduct, or of 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 *EUI*'s budget (Article 41 of the *EUI*'s Public Procurement Regulation (President's Decision No. 19/2018 of 16th May 2018)).

In addition to the above, *contracts* cannot be awarded to a *tenderer* [*candidate*] who, during the procurement procedure, is proven to be:

- g. subject to a conflict of interest in connection with the *contract* which cannot be effectively remedied by other less intrusive measures;
- h. guilty of misrepresentation in supplying the information required by the *EUI* as a condition of participation in the *contract* procedure or fail to supply this information.

Evidence requested:

The *tenderer* must certify that it is not in one of the exclusion situations by providing in the *tender* a signed and dated Declaration on Honour available in Annex II A. In case of a consortium/*joint tender* or in case of subcontracting, such declaration on honour should be included in the offer for each member of the *joint tender*/consortium and for each identified *subcontractor*.

In addition, the successful *tenderer* shall provide, within 15 days following notification of award and preceding the signature of the *contract*, the following documentary proofs to confirm the declaration referred to above:

- for points (a), (b), (d) and (e): a recent extract from the judicial record of the legal representative of the *economic operator* that submitted the *tender* or, failing that, an

equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;

- for the situation described in point (c) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the *tenderer* is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in the paragraph above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

The *EUI* reserves the right to verify the information and to request further supporting evidence prior to the signature of the *contract*.

In the event that the successful *tenderer* does not promptly execute the fulfilment of the above, fails to present all documentation requested or does not provide proof of possession of all requirements declared in the *tender*, as well as if any checks reveal failure of compliance with the declarations submitted during the tendering period, the *EUI* reserves the right to declare a compliance failure and to award the procedure to the following *tenderer* in the list or to launch a new procurement procedure.

Article 17. Selection criteria

General requirements:

The *tenderer* must have the following minimum requirements to perform the *contract*:

- a) being compliant with obligations relating to the payment of social security contributions for workers, according to the current legislation, and application of employment conditions envisaged in the sector's national collective labour agreement;
- b) being compliant with the current labour laws and regulations;
- c) being compliant with the current health and safety laws and regulations;
- d) being compliant with the current environmental laws and regulations;

Economic and financial capacity:

- e) being in a stable financial position (financial viability) → possession of 2 (two) bank references issued by major banks or authorised dated after the invitation to the present invitation letter, in which it is shown that the *economic operator* has always met its commitments with regularity and punctuality and to be in possession of the economic and financial capacity to perform the services forming the subject of the *tender*. The *EUI* can accept only one bank reference if it is duly justified by the *tenderer*;
- f) having generated a minimum turnover in the last 3 (three) financial years for which accounts have been closed (2019-2020-2021) of at least EUR 80,000.00;
- g) providing the financial statements, the last three years for which accounts have been closed (2019-2020-2021);

Technical and professional requirements:

- h) being authorised to perform the *contract* under national law, as evidenced indicatively by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, or entry in the value added tax (hereinafter ‘VAT’) register;
- i) providing a list of the main services like the one that is the subject of the tender, provided in the past 3 (three) years (2019-2020-2021) with the sums, duration and recipients, public or private;
- j) To be in possession of valid UNI EN ISO 17100:2015 certification. In the case of TGC (Temporary Grouping of Companies) or a Consortium wishing to take part to this tender procedure, this requirement must be met by each of the companies that is part of the Temporary grouping or the Consortium.
- k) the educational and professional qualifications of the service provider or work contractor and/or those of the firm’s managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the work;
- l) an indication of the proportion of the contract which the service provider may intend to subcontract;

- **Evidence to be submitted with the tender as part of Envelope n.1 – Administrative Documents (please, for more details, see point 3 of the letter of invitation to tender):**

- 2 (two) bank references;
- a document attesting that the *tenderer* had a minimum annual turnover in the last 3 (three) financial years for which accounts have been closed (2019-2020-2021) of at least EUR 80.000,00 (eighty thousand);
- the financial statements of the last three years for which accounts have been closed (2019-2020-2021);
- evidence that the *tenderer* is included in a trade or professional register and entry in the value added tax register;
- a list of the main services like the one that is the subject, provided by the *tenderer* in the past 3 (three) years (2019-2020-2021) with the sums, duration and recipients, public or private;
- Copy of UNI EN ISO 17100:2015 certification
- the educational and professional qualifications of the service provider or work contractor and/or those of the firm’s managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the work;
- an indication of the proportion of the contract which the service provider may intend to subcontract;

In the case of a Temporary Group of Companies (joint tender) and/or consortium, please specify which of the above mentioned requirement(s) must be possessed by each one of the members making up the grouping and/or consortium and which one(s) will be verified considering the TGC and/or consortium as a single entity and modify accordingly the blue box above

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

Tenderers that are not compliant with the applicable minimum requirements shall be rejected.

Article 18. Award criteria

Only the *tenders* submitted by *tenderers* meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price. The *contract* shall be awarded according to the “**most economically advantageous tender**” criterion following the assessment of the best quality/price ratio made by the competent evaluation committee which will assign a score to each *tender* to a maximum of 100 points, based on the following parameters:

MAXIMUM SCORE	
Technical and quality evaluation	60/100
Economical evaluation (price)	40/100

The total score of the *tender* shall be the sum of the technical and financial score obtained.

The *tenderer* obtaining the highest overall score shall be awarded with the *contract*.

A - Allocation of points for technical and quality evaluation criteria

To each criterion will be assigned a certain weight, with the maximum amount being equal to 60 points, which, multiplied by the coefficient of quality assigned at the discretion of the evaluation committee (between 0 and 1, as shown in Table II), will determine the score assigned to each *tender*, as indicated in the following Table I.

The *tenderer* shall submit technical *offer* using the form Annex II B.

Table I				
TECHNICAL AND QUALITY ASPECTS TO BE EVALUATED				Maximum Score
A1	Service Organization System			<u>30</u>
	A1.1	Service of translation	7	
	A1.2	Service of transcription	3	
	A1.3	Service of interpretation	10	
	A1.4	Organizational structure of the company; urgently management; the availability of supervisor; absence management;	7	
	A1.5	Time frame for handing in the services of translation, transcription, editing and/or proof-reading, in normal conditions):	3	
	A1.5.1	30 pages within a maximum of three days	3	

	A1.5.2	30 pages within a maximum of 5 days	2	
	A1.5.3	30 pages within a maximum of 7 days	1	
A2	Personnel			<u>25</u>
	A2.1	Procedure and methodology of selection to guarantee professionalism and confidentiality	10	
	A2.2	Training projects and programs to guarantee the maintenance of high quality standards for the service.	10	
	A2.3	Will be evaluated training, professional competence and experience	5	
A3	Improvements			<u>5</u>
	The score will be assigned on the basis of point A3 of the technical offer		5	

The minimum score for technical and quality criteria is 35/60. *Tenders* who fail to achieve this minimum score for the technical *offer* shall not proceed to the point of assessment for the financial *offer*.

In the case of award, the entire technical offer shall complete the tender specifications and shall form part of the contract.

It should be noted that the coefficients of quality will be attributed on the basis as set out in Table II:

TABLE II		
EVALUATION	JUDGMENT	COEFFICIENT
GREAT	Well-structured technical <i>offer</i> that develops the requested project in a clear, precise and in-depth manner, adding additional value in respect to the expectations of the <i>EUI</i> .	1.00
GOOD	Suitable technical <i>offer</i> that develops the topic with no particular insights.	0.80
ADEQUATE	Well-organized project in line with the Client's expectations	0.60
SUFFICIENT	Acceptable technical <i>offer</i> but poorly structured with limited application to the provisions of the <i>tender specifications</i> .	0.40
LOW	Mediocre project that is not sufficiently developed.	0.20
INSUFFICIENT	Insufficient project technical <i>offer</i> that is generic and inadequate.	0.00

B - Allocation of points for financial evaluation criteria

The maximum points available for the price (40 points) shall be assigned to the *tender* proposing the best price.

The other *tenders* shall be given scores (rounded to two decimal places, if necessary) proportional to the ratio between the best price offered and that offered by each *tenderer*.

Initialled by the Legal Representative for acceptance

$P = 40 \times \frac{\text{Best price offered}}{\text{Price offered}}$
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P = points assigned to the *tender*.

The price considered for evaluation will be the total price of the *tender*, covering all the requirements set out in these *tender specifications*.

The *tenderer* shall submit a financial *offer* using the form Annex II C.

CHAPTER IV - FINAL PROVISIONS

Article 19. Sanctions and penalties mechanism

The Company is obliged to organize a structure that guarantees that any services requested by Chapter II of the present tender can be executed adhering to the time-frames and modalities required.

The Contracting authority may set up, in any moment, checks and verifications on the proper fulfilment of the requested services.

Unless other sanctions are foreseen by different laws, the Contracting authority reserves the right to impose on the Company, in case the latter has for any reason failed to complete the required service or has not conformed to the requests of the present tender, the following penalties.

- For any delay in the execution of, or the consignment of, a task of translation, editing and/or proof-reading over one (1) day after the agreed deadline, that results as negligence of the company, a penalty will be applied equal to 100% (one hundred per cent) of the value of the service for every further day of delay. The value of the service will be determined individually and based on the prices offered by the Company when applying for the tender;
In case of delays repeated three (3) times within 10 services, the Institute reserves the right to terminate the contract.
- In the case of non-conformity and/or the incomplete execution of the service of translation, editing, proof-reading and/or interpretation, a penalty equal to 200% (two hundred per cent) of the value of the service not-carried out or not in conformity with the tender. The value of the service will be determined individually and based on the prices offered by the Company when applying for the tender;
In the case of tasks delivered incomplete and/or not in conformity with the requests of the Institute for three (3) times within ten (10) services, the Institute reserves the right to invoke the termination clause of the contract.
- In the case of the cancellation of an interpretation service due to negligence and/or default of the Company, a penalty equal to 100% (one hundred per cent) of the value of the service not carried out, to which will be added any additional costs the Institute incurs for the task to be executed by other means. The value of the services will be determined individually and based on the prices offered by the Company when

applying for the tender. Furthermore, the Institute reserves the right to invoke the termination clause of the contract.

- In the case of delay in delivering the service of interpretation, due to the negligence and/or default of the Company, which by consequence delays the start of an event by more than thirty (30) minutes, a penalty equal to 100% (one hundred per cent) of the value of the service not executed, and to which will be added any additional costs the Institute incurs for the service to be executed by other means. The value of the services will be determined individually, based on the prices offered by the Company when applying for the tender. Furthermore, the Institute reserves the right to invoke the termination clause of the contract.

The penalty will be preceded by a regular notification of non-compliance, and the Company will be entitled to submit its own defence within five (5) days from the receipt of the notification sent by the Contracting authority.

The Contracting authority, as well as proceeding with the application of the penalty according to afore listed commas, will not pay for the services which were not carried out. Furthermore, it reserves the right to have others fulfil the failed or incomplete service and the Company must pay for that.

Article 20. Requirements for the signature of the contract

The successful tenderer, within the date to be communicated by the EUI, must submit the following documents before the signature of the contract:

- a copy of the full criminal record of the legal representative of the successful tenderer;
- the non-disclosure agreement related to the protection of personal data as provided for by the applicable rules of the [EUI Data Protection Policy](#), that will be provided in due time by the EUI to the successful tenderer.

Please be aware that any employee of the successful tenderer who is involved in the implementation of the contract with the EUI must return to the contracting authority such agreement duly filled and signed.

Please note that should the successful tenderer fail to submit the documents outlined above in due time or, upon testing, is found not to be in compliance with the declarations submitted in the tender, the EUI reserves the right to award the contract to the following tenderer in the ranking or to launch a new call for tender.

Article 21. Contract management

For the *EUI*, the reference persons for the *contract* management is/are the following:

- the Director of Real Estate and Facilities Service.
- the person appointed by the Director of the Real Estate and Facilities Service to manage the service.

Article 22. List of tender documents

The tender documents of the present procurement procedure are composed of the draft contract, the invitation letter, these *tender specifications* - TS (Annex I) and the contractor's *tender* (Annex II), including the following annexes:

- Annex II A – Declaration on honour;
- Annex II B – Technical *offer*;
- Annex II C – Economical *offer*.
- Annex II D – EUI Vacation Days 2023