

INVITATION LETTER TO TENDER

Subject: Open call for tender to provide collective health and accident insurance services to specific categories of members of the European University Institute's community

Ref: OP/EUI/AS/2023/001

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 service specified in the above subject, whose estimated value is €1.950.000,00 (one million nine hundred fifty thousand/00) for a total period of 5 years, divided as follows:

- **Lot A (health insurance services):** €1.575.000,00 (one million five hundred seventy five thousand/00);
- **Lot B (accident insurance services):** €375.000,00 (three hundred seventy five thousand/00)

The tender documentation consists in this letter, the draft framework service contract, the Annex I - Tender specifications and Annex II including: Annex II A - Declaration on honour, Annex II B – Technical offer Lot A, Annex II B – Technical offer Lot B, Annex II C – Financial offer Lot A, Annex II C – Financial offer Lot B, Annex II D – List of special medications and treatments. 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

Please, see Article 12. Submission and content of tenders of Annex I – Tender specifications.

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: AS.tender@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 Article 12. Submission and content of tenders of Annex I – Tender specifications.

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 Article 12. Submission and content of tenders of Annex I – Tender specifications:

- 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 AS.tender@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. 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.

11. Ownership of tenders

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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, 31/01/2023

Mathias Neukirchen
Director of the Academic Service of the EUI
Signature: [original signed]