



COMMUNICATIONS SERVICE

**Open call for tender for the supply and concession  
of the sales service of EUI (European University  
Institute) branded merchandising items**

**Ref: OP/EUI/COMM/2023/001**

**YEAR 2023**

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## CHAPTER I – SCOPE AND DESCRIPTION OF THE PROCUREMENT PROCEDURE

### Article 1. Definitions

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

‘EUI’ or ‘Institute’ 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’ means 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*<sup>1</sup>;

‘subcontracting’ means 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;

‘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 Communications Service.

### Article 3. Subject

<p><b>Subject of the contract</b></p>	<p>The subject of this procurement procedure is composed of the following services:</p> <ul style="list-style-type: none"> <li>• <u>Service 1</u>: the supply of <i>EUI</i> branded merchandising items, by public procurement, aimed at promoting the visibility of the <i>EUI</i>.</li> <li>• <u>Service 2</u>: the sales service, by concession, in exclusivity for the whole duration of the contract to be awarded, of <i>EUI</i> branded merchandising items. The performance of the concession service will include the use of the “EUI Shop” spaces located at the EUI</li> </ul>
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<sup>1</sup> References to tenderer or tenderers in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

	campus (see Annex II I), as foreseen by Article 7 of the present TS.
<b>Lots</b>	This procurement procedure is not divided into lots.
<b>Type of contract</b>	<p>The procedure will result in the conclusion of a framework supply contract of <i>EUI</i> branded merchandising items, which includes the concession of the sales service of the same items to end users.</p> <p><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>.</p>
<b>Duration of the contract</b>	<p>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>.</p>
<b>Estimated value of the contract</b>	<p>The value of the framework <i>contract</i> to be awarded for the whole duration of 5 years has been estimated as follows:</p> <ul style="list-style-type: none"> <li>• <u>Service 1</u>: the supply of <i>EUI</i> branded merchandising items, by public procurement, to <i>EUI</i> academic and administrative units, which will purchase them through the issue of order forms, is estimated around €210.000,00 (two hundred ten thousand/00).</li> <li>• <u>Service 2</u>: the sales service, by concession, of <i>EUI</i> branded merchandising items, that has been provided until now only through the sole point of sale, the so called “EUI Shop” located at the <i>EUI</i> headquarters in the Badia Fiesolana, is estimated around €16.000,00 (sixteen thousand/00) per year, based on the revenue registered in the period: 2021/2022/first semester 2023 (more details are included in Article 7.4 of the present TS).</li> </ul> <p>The estimated value for Service 1, according to which the value of the FWC will be identified, is just a forecast and, therefore, this must in no way be construed as a commitment on the <i>EUI</i> to purchase for such amount. 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>.</p> <p>The <i>EUI</i> may procure additional supplies from the <i>contractor</i> up to a maximum of 50% of the initial contract value.</p> <p>The estimated value for Service 2 must be considered merely indicative.</p> <p>For Service 2: the <i>EUI</i> does not guarantee a minimum number of buyers nor a minimum volume of turnover/sales. The financial return for the services provided by the <i>contractor</i> is ensured by the revenues collected from the end users, according to the modalities indicated in Annex I and Annex II B – Technical offer, with all the risks associated with the operation exclusively being borne by the <i>contractor</i>, who commits to provide the service in compliance with the current fiscal legislation.</p>
<b>Place of performance</b>	The supplies will be undertaken at the <i>EUI</i> 's premises, in accordance with the information included in Article 7 of the present TS.

## 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/en/public/about/procurement/tenders-regulatory-framework>.

## Article 5. Joint Tenders

In case of *joint tender*, 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 4) and is not in an exclusion situation, (see Article 10).

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

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 the following conditions (hereafter referred to as identified *subcontractors*):

- are not in one of the exclusion situations listed in Article 10;
- on whose capacities the *tenderer* relies upon to fulfil the selection criteria as described under Article 11;
- whose individual share of the *contract*, known at the time of submission, is above 20%.

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. Description of the service

The service and supplies that are the subject of this procurement procedure, including any minimum requirements, are described in detail below:

#### Article 7.1 Supply

*EUI* branded merchandising articles shall be supplied by means of a **purchase order**.

For this purpose, the *contractor* shall have a software application that complies with the IT requirements described in Annex II K.

Only *EUI* users authorised by the *Institute's* Communication Service will access the platform in question, via secure Single Sign-on linked to the *EUI* Identity repository. The same users will place orders on behalf of the academic and administrative units of the *Institute*, for the purchase of promotional merchandise to be used, for example, during conferences, workshops, fairs, and academic events. The software application shall therefore provide the possibility of consulting the catalogue of *EUI* branded products, agreed upon with the *Institute's* Communication Service, and contain all the information necessary for order management.

The *tenderer* shall submit a detailed proposal of the *workflow* to be followed, for the management of orders and the issuing of invoices, ensuring compliance with the minimum requirements set out below:

- access to the application only for *EUI* users authorised by the *Institute's* Communication Service, via secure, password-protected authentication, using their corporate credentials;
- access to the catalogue of *EUI* branded products, agreed with the *Institute's* Communication Service, their technical specifications and costs (without VAT);
- possibility of varying and/or extending the product catalogue, subject to the agreement of the *Institute's* Communication Service;
- possibility of requesting quotations, also clearly stating the delivery methods, costs and times;
- issuing of quotations, indicating costs without VAT;
- confirmation of quotations by issuing purchase orders, only after entering cost centre information for invoicing (e.g., financial commitment number);
- indications of the order delivery methods, costs and times;

- issuing of ex post invoices to the *Institute*, detailing the orders placed and the related cost centre information, in accordance with the analytical invoicing procedures required by the *Institute*, issuing, on request, specific invoices for each cost centre/activity reported.

Finalised orders on the software application will be valid as purchase orders implementing the framework contract.

The above-mentioned supply activities shall be carried out towards the *European University Institute*, which is exempt from the payment of VAT for the purchase of goods and services with a value exceeding €300.00 (as provided for in Article 72, paragraph 1-e) and paragraph 2 of Presidential Decree no. 633/1972 and subsequent amendments).

The *contractor* shall provide a quarterly report to the *Institute* on the details of the orders placed by the academic and administrative units of the *EUI*.

### Article 7.2 Sale

The sale of *EUI* branded merchandising articles may take place in the following ways:

1. **Retail sale**, through an e-commerce platform set up and/or already in use by the *contractor*, complying with the IT requirements, described in Annex II K, and namely the sub criteria: *General Requirement (1)*, *Security Requirements (2)*, *Maintenance and Support Requirements (5)*, with electronic payment only.
2. (Optional) Expansion of the sales network. The *contractor* may, subject to a favourable written opinion from the *Institute*, also carry out *EUI* branded merchandising sales through additional channels. Additional information in this regard from the *contractor* may be considered for evaluation by the *EUI*.

The *contractor* shall carry out the above sales activity in compliance with the applicable tax legislation in force (e.g. the *contractor* shall add VAT, if due according to the legislation in force in the country where it is fiscally resident).

The *contractor* shall provide a quarterly report to the *Institute* on the details of sales made through e-commerce.

The *contractor* shall have the opportunity to purchase the current stock of the “EUI Shop”, if interested. In this case, the *Institute* will provide details of the products in stock and their value.

### Article 7.3 Use of the EUI logo

The *contractor* acknowledges that the *EUI* logo is protected and registered with the European Union Intellectual Property Office (EUIPO), is the exclusive property of the *EUI* and agrees to use it only in the form and manner prescribed by the *EUI*. The *contractor* undertakes not to use the *EUI* logo without the prior written approval of the *EUI*. Any infringement may be prosecuted to the full extent of the law.

### Article 7.4 Relevant data for estimating supply and sales volume

- **Volume of Supply.** The turnover of the supply alone, carried out by means of purchase orders by the academic and administrative units of the *Institute*, in the five-year period 2018-2022 is approximately €210,000.00. The value is to be considered VAT excluded, due to the exemption from the payment of VAT for purchases of goods and services with a value of more than €300.00, as per the legislative reference above (see Article 7.1 Supply).



Below, details of the total annual billing are available. It should be noted that orders slowed down in the period from 2019 to 2021, in conjunction with two factors: 1) the pandemic, which led to a decrease in attendance, for which units generally purchase *EUI* branded products to distribute to participants; 2) the renewal of the *Institute's* visual identity, which involved replacing and revising products bearing the old logo, with a new range of materials, to be customised with the new logo. With these two factors overcome, the year 2022 points to an upward trend in orders.

2018	2019	2020	2021	2022		TOT
€ 55,000.00	€ 30,000.00	€ 30,000.00	€ 30,000.00	€ 65,000.00		€ 210,000.00

Below, you can find the list of the 10 most purchased products by units for the most recent post-pandemic period (2021, 2022 and first half of 2023).

MOST PURCHASED PRODUCTS BY EUI UNITS 2021/2022 and first half of 2023		
	Product Description	Quantity
1	Pen	6500
2	Cotton shopper	5350
3	Laynard+badge holder	4400
4	A5 Block	3550
5	Sticker	3000
6	Water bottle	2150
7	Memo Set	1500
8	Webcam cover	1300
9	USB connectors/earphones	1250
10	Key ring	1135

- **Sales Volume.** The annual sales volume is estimated at approximately €16,000.00 (based on the receipts recorded in the period 2021/2022/first half of 2023). Contrary to the supply volume, the annual sales volume reported here is to be considered merely indicative with respect to the possible development of this business over the next five years, for the following reasons:
  - the sale took place exclusively in the presence and at the premises called “EUI Shop”, located at *EUI's* headquarters, the Badia Fiesolana;
  - no e-commerce has been used so far;
  - the sales activity has so far been neither enhanced nor developed by the *EUI* through the implementation of specific marketing strategies aimed at increasing the profit generated by it since, being a non-profit public body, the sole purpose of the internal management of this activity has always been to promote the image and visibility of *EUI*;
  - the goods on sale at the “EUI Shop” were limited to a few, mostly basic products;
  - no human resources have been devoted exclusively to this activity, which has always been only incidental;
  - the limited physical space for storage did not favour purchasing strategies aimed at increasing the quantity of products to be displayed for sale.



Considering the limitations listed above, it is possible to share the following information about the 10 best-selling products and their quantities for the most recent post-pandemic period (2021, 2022 and first half of 2023).

<b>BEST SELLING PRODUCTS BY THE EUI SHOP 2021/2022 and first half of 2023</b>		
	<b>Product Description</b>	<b>Quantity</b>
1	Cotton shopper	1276
2	Laynard+badge holder	1026
3	Pen	1007
4	Water bottle	835
5	T-shirt	583
6	Mug	451
7	Pencil	423
8	Small umbrella	288
9	A5 block	185
10	Hoodie	159

Sales, although neglected so far, has great potential for a *contractor* wishing to invest in this activity. Below, we list some useful elements for acquiring more information on the sales target.

- Composition of the *EUI* community, potentially interested in purchasing *EUI* branded products, reachable everywhere via e-commerce:
  - an active community of more than 1,500 members, including around 800 students, doctoral students and fellows and around 700 academic, administrative and professorial staff;
  - a community of more than 3,000 Alumni spread all over the world, of which the top seven countries of residence are, in descending order, Italy, the United Kingdom, Germany, the United States of America, France, Belgium and Spain;
  - over 90 international partners. The complete list can be found at: <https://www.eui.eu/en/public/about/partnerships/external-relations/partners-from-academia>.



More information on the composition of the Institute and its latest data is available online in the [EUI Activity Report for the year 2022](#).

- The number of events (seminars, courses, conferences) planned in 2023 is estimated at 1,140, with an assumed participation (physical or online) of 40,451 participants in total;
- During the *Institute's* annual event alone, [The State of the Union](#), 754 in-person participants visited the campus;
- The number of canteen users in the first half of 2023 is 20,194, with a daily average of 167 people, who pass through the retail area called the “EUI Shop” on their way to the canteen.
- Possibility to produce customised *EUI* branded uniforms for members of the community related to specific internal services (e.g., uniforms for concierge staff);
- Possibility to produce customised *EUI* branded sportswear for extracurricular activities of community members (e.g., rowing teams, beach volleyball, basketball, football, running group).

### Article 7.5 Exhibition spaces and management of the EUI Shop area

The *contractor* will be able to make use of the following exhibition spaces called “EUI Shop” made available free of charge by the *Institute*, for the display and sale of *EUI* branded merchandising:

- a) The area used for the display and sale of *EUI* branded gadgets, currently known as the “**EUI Shop**”, with a surface area of approximately 15 square metres, located inside the Badia Fiesolana, located at Via dei Roccettini 9, San Domenico di Fiesole (FI), as better detailed in Annex II I (Planimetry and photos of the “EUI Shop”). This space, which is located between the main entrance to the aforesaid complex and the access both to the library and to the adjacent catering premises, is very convenient and therefore makes it the main transit crossroads for both the academic and administrative staff and the numerous visitors who come here daily for various events (e.g. seminars, courses, conferences, as well as a compulsory passage to the *Institute's* canteen). The *contractor* will be provided, **free of charge**, with the furniture present there (shelving, cabinets/containers and display cases) owned by the *Institute*, as well as the services

necessary for the functioning of the space (utilities, cleaning). The "EUI Shop" area is currently the only exhibition space on campus.

The *contractor* may use the space as a simple display window for *EUI* branded merchandising, to be sold via e-commerce, or formulate a proposal for the management of the space. **In any case, the *contractor* must keep open the area used for the display and sale of *EUI* branded gadgets, currently known as the "EUI Shop", at least as a window vitrine for the products' exhibition.**

The *contractor* will be given the opportunity to make use of the concierge staff provided by the *Institute* at no extra charge but only if the display windows/shop areas are where the EUI receptions are located. The services offered by concierge staff may include:

- window dressing;
- the management of small storage on site, within the cabinets/containers;
- delivery of purchased items to be collected.

The concierge staff placed at the disposal of the *Institute* shall have no liability in the event of any shortage of the goods on sale, whether on display or stored in the appropriate cabinets/containers. The *Institute* shall also accept no liability in the event of theft or damage to goods owned by the *contractor*, whether on display or for sale or in storage at the EUI campus.

The *Institute* reserves the right to use part of the premises of the "EUI Shop" to display and market certain products of its own production, other than those covered by the tender, guaranteeing that the type and manner of sale envisaged for such products do not interfere with those agreed for the products sold by the *contractor*.

The *tenderer* shall therefore submit an appropriate and sustainable proposal for the management of the "EUI Shop" area, including information on:

- whether or not they wish to make use of the concierge staff. If so, the *tenderer* must define: a) specifications on how the display cabinets are to be set up; b) specifications on how small storage on the premises, inside the cabinets/containers, is to be managed; c) specifications on how purchased items are to be checked and delivered to the concierge.
- Given that the concierge staff will in no way be able to handle payment transactions, which will remain the sole responsibility of the *contractor*, the *tenderer* shall specify in its proposal the methods and procedures for payment of the products on display. By way of example, through the installation of a "touch screen" totem that allows the payment of the items on display, to then be collected by the concierge staff, on the "click and collect" model; or through the affixing of a QR code on the products on display that refers to an electronic payment to be made on an e-commerce platform prepared by the *contractor*, (see Article 7.2 Sale), with the method of collection through the concierge staff or through postal delivery to a private address or to the Badia Fiesolana concierge's office. The *tenderer* must clearly indicate in his *tender* a **customer assistance service** (e.g. e-mail, telephone number, chat), which users can contact to report malfunctions relating to the use of the e-commerce platform and the relevant payment method.

If the *contractor* uses the concierge staff for the above-mentioned tasks, they will be present on the *Institute's* opening days and hours: Monday to Friday, from 8 a.m. to 7 p.m., in accordance with the *Institute's* holiday calendar (see Annex II L).

Given that the *Institute* does not have any premises for storing stocks, the *contractor* may, however, agree to manage a small stock for the sale of the "EUI Shop", in accordance with the *Institute's* logistical availability.

On the basis of the submitted project, the *Institute* is willing to evaluate possible proposals for improvements to the space enclosed by the "EUI Shop" area.

- b) In addition to the premises of the "EUI Shop", upon written authorization by the Communications Service, the *contractor* will be able to make use of the possibility of setting up, at his own expense, showcases displaying a selection of products for sale, in the other main [campus](#) venues (e.g., Palazzo Buontalenti, seat of the School of Transnational Governance; Villa Salviati, seat of the Historical Archives of the European Union and Villa Schifanoia, seat of the Robert Schuman Centre for Advanced Studies), which regularly host conferences attended by thousands of people from all over the world every year. The *contractor* may also consider setting up mobile stands in the case of temporary events, such as [summer schools](#), [executive trainings](#), [sports tournaments](#), etc. that attract the attention of people from inside and outside the *Institute* community. In particular, the possibility of organising a mobile stand during the annual conference, [The State of the Union](#), which attracts hundreds of high-profile participants each year, hosted over the three days of the conference, at the *EUI* campus and Palazzo Vecchio, the seat of the Florence city administration. The event attracts significant national and international media coverage. In all the cases listed under this point, the contractor/concessionaire cannot use the *EUI* concierge. Given this assumption, the contractor/concessionaire is free to open as many sales spots/display windows in and out of the *EUI* premises relying on its own resources.

## Article 7.6 Delivery Times and Methods

The delivery time, with particular emphasis on supplies by order form by the academic and administrative units of the *EUI*, shall be guaranteed to be reasonably short, which the *tenderer* must specify in the technical offer.

Ordered products may be delivered according to the following methods:

- by mail/courier to be delivered to the *Institute's* premises, for supply orders placed by purchase order, by the academic and administrative units of the *EUI*;
- by mail/courier to be delivered to a private address or to the *Institute's* premises (according to the method selected during e-commerce purchase), for retail sales to private individuals;
- hand delivery by the concierge staff working at the Badia Fiesolana, only for products available at the "EUI Shop" and sold by the *contractor* according to the terms and conditions indicated by the *contractor* in the "EUI Shop" management proposal.

In order to be able to guarantee prompt delivery, at least with regard to the products in the basic catalogue, the *contractor* must have suitable external premises to be used as a warehouse to ensure proper supply.

## Article 8. Description of technical specifications

*EUI* (European University Institute) branded merchandising items are governed by graphic parameters defined by an *EUI* Visual Identity (Annex II E), of which the *Institute's* Communication Service is the custodian.

**EUI Visual Identity Guidelines:** [Presentation of the EUI Visual Identity](#) [EUI Visual Identity Guidelines](#) (Annex II E)

For a better definition of *EUI* branded products and their correct customisation according to the *EUI* Visual Identity guidelines, *tenderers* are invited to check the following annexes:

- Annex II F. *EUI Basic Catalogue*, based on an updated selection of the most purchased *EUI* branded items from the *EUI* academic and administrative units, as well as the most sold items from the “*EUI Shop*”, for the most recent post-pandemic period (2021, 2022 and first half of 2023).
- Annex II G. *Mock-ups, an example of a complete catalogue*, visually reproducing various possibilities for customising the *EUI* brand according to the *EUI* Visual Identity guidelines, on different types of products.
- Annex II H. *Methods of customising the EUI mark and types of materials used by the EUI*.

The *contractor* shall ensure that the customised products meet their minimum requirements, paying particular attention to the following aspects:

- *Customisation of products*. The *Institute's* logo shall be reproduced sharply and in high quality, following the guidelines provided in the *Institute's* Visual Identity Guidelines (Annex II E). The *contractor* shall provide guarantees on the quality of the customisation.
- *Colours*. The colour of the logo printed on the products shall correspond to the original colour indicated in the Visual Identity Guidelines (Annex II E, p. 50-51). In addition, the print shall not have any smudges or imperfections that could impair the visibility and clarity of the logo and text, when present.
- *Font*. The *contractor* shall use the font specified by the *Institute's* Visual Identity Guidelines when printing the logo on products. If additional text is used, the font used shall be consistent with that of the logo.
- *Materials*. The *contractor* shall use high-quality materials for the products, in order to guarantee their durability and functionality over time. In addition, the materials used shall comply with current product safety regulations. Preference shall be given to environmentally sustainable materials (recycled plastic, wood from certified forests, organic cotton, etc.) and to the use of environmentally sustainable packaging for the distribution of products (e.g., recycled or biodegradable cardboard).
- *Printing techniques*. The *contractor* shall use the most suitable printing technique for the customisation of the products, always guaranteeing a faithful and sharp reproduction of the *Institute's* logo. Where special printing techniques are used, the *contractor* shall ensure that the customisation of products always complies with the *Institute's* Visual Identity Guidelines. Preference shall be given to the use of eco-friendly customisation techniques (e.g., digital printing or water-based screen printing).

The *contractor* shall be able to provide for each product, a list of the materials used, paying particular attention to the use of eco-sustainable materials. An "environmentally sustainable material" is defined as a product with a low ecological footprint, designed to minimise negative impact on human health and the environment.

It will be useful for the *tenderer* to consider that the *Institute* has recently embarked on the [EMAS](#) registration process, on the basis of which it is defining its own environmental policy and specific internal management procedures. When awarding this tender, the *Institute* will evaluate the certifications held by each tenderer, assigning a score proportional to the type of certifications considered relevant (e.g., ISO 9001, ISO14001 and equivalent).

The *tenderer* shall propose solutions that best meet the catalogue proposal set out in Annexes II F, II G and II H and that represent a sustainable and renewable model over time, responding to emerging needs linked to the evolution of products, their materials and new customisation processes. Among the materials proposed, the *tenderer* shall indicate which are those defined

as "eco-sustainable", with a recognised certification according to national and/or international standards.

**As part of the *technical offer*, the *tenderer* shall provide 3 samples** that allow the *Institute* to assess their conformity with its quality standards, as well as the accuracy of the customisation process. Specifically, the *tenderer* shall provide the following 3 examples of reproduction of the *EUI* logo: **1) embroidery on fabric; 2) laser engraving on wood; 3) screen printing on fabric.** For this purpose, the *tenderer* may use the *EUI* logo vector downloadable from Annex II J. **Subsequently, and only the *successful tenderer* will be asked to submit a selection of products from the *EUI* basic catalogue (Annex II F),** agreed with the Communication Service, to be customised according to the Visual Identity Guidelines of the *Institute*.

On the basis of the successful *tender*, the *contractor* will define, together with the *EUI* Communication Service, the catalogue of *EUI* branded products for both supply and sale, starting from the basic *EUI* catalogue, shown in Annex II F. At the request of the *EUI* Communication Service, the catalogue may be updated with products responding to institutional needs, including changes in the *Institute's* Visual Identity. At any time during the duration of the *contract*, the *contractor* may propose complementary products to be added to the catalogue, subject to the written authorisation of the *EUI* Communication Service, which will verify their quality and compliance with the *Institute's* internal policies.

## Article 9. Site inspection

Under penalty of exclusion from the procurement procedure, interested *economic operators* are required to carry out a site inspection to view the *EUI's* premises subject to the services requested in these TS, to be performed by the person of their legal representative or a person with a proxy conferred by said legal representative.

In accordance with the principle of fair and equal treatment and transparency, the site inspection can only be carried out on **23/10/2023 at 10.30** (Italian time) at Badia Fiesolana, Via dei Roccettini, 9 - 50014 San Domenico (FI). For the above mentioned reasons, no other site inspection will be allowed after such date and time. Any changes to the date that may become necessary will be promptly posted on the *EUI* website at the following address: <https://www.eui.eu/en/public/about/procurement/tenders-portal>.

To this end, interested *economic operators* are invited to send to the Communications Service, using the email address: [COM.Procurement@eui.eu](mailto:COM.Procurement@eui.eu) by **15.00** (Italian time) on **20/10/2023**, the form "Request for site inspection" (Annex II D) duly filled out and signed by the legal representative together with a copy of his/her valid identity document, or any delegation thereof in favour of third parties. The paper version of the "Request for site inspection" (Annex II D) must be delivered by the legal representative or by the person delegated to the *EUI* officer in charge who will accompany him/her on the day of the site inspection.

## 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 10. Exclusion criteria

The *tenderer* and each *subcontractor* 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 offence 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 16<sup>th</sup> May 2018).



In addition to the above, *contracts* cannot be awarded to a *tenderer* 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 11. 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) having generated a minimum annual turnover in the last 3 (three) financial years for which accounts have been closed of at least €60.000,00 (*sixty thousand/00*);
- f) having a professional risk indemnity insurance.

**Technical and professional requirements:**

- g) 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;
- h) providing a list of the principal services provided and/or supplies delivered in the past 3 (three) years (2020-2022) with the sums, duration and recipients, public or private;

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

- a signed and dated Declaration on Honour available in Annex II A;
- a document attesting that the *tenderer* had a minimum annual turnover in the last 3 (three) financial years for which accounts have been closed of at least €60.000,00 (*sixty thousand/00*);
- a copy of the professional risk indemnity insurance;
- evidence that the *tenderer* is included in a trade or professional register and entry in the value added tax register;
- a list of the principal services provided and/or supplies delivered by the *tenderer* in the past 3 (three) years (2020-2022) with the sums, duration and recipients, public or private;

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 12. 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	70/100
Financial evaluation (price)	30/100

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 70 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* following the directions included in Annex II B.

TABLE I			
DESCRIPTION			MAX SCORE
A1	<b>Catalogue</b>		<b><u>30</u></b>
	<b>A1.1</b>	<b>Quality of the items proposed</b> Points will be assigned based on the compliance of the items proposed in the technical offer with each of the following requirements, as described in Article 8 of the present TS: <ol style="list-style-type: none"> <li>1. Proven use of material compliant with the current legislation on product safety (<b>6 points</b>);</li> <li>2. Use of eco-friendly materials (<b>6 points</b>);</li> <li>3. Use of eco-friendly packages (<b>3 points</b>).</li> </ol>	<b>15</b>
	<b>A1.2</b>	<b>Quality of the customization procedures requested</b> Points will be assigned based on the compliance of the 3 samples requested by the EUI with the quality standards set up for the assessment of the customization procedures in Article 8 of the present TS. In particular, the <i>tenderer</i> must submit the following 3 sample of reproduction of the EUI logo: <ol style="list-style-type: none"> <li>1. Sewing on textile (<b>6 points</b>);</li> <li>2. Laser engraving on wood (<b>3 points</b>);</li> <li>3. Silkscreen printing on textile (<b>6 points</b>).</li> </ol> For this purpose, the <i>tenderer</i> can use the vector size EUI logo downloadable from Annex II J. <u>The present score, A1.2, will be assigned based on the indications included in Table II of the present TS.</u>	<b>15</b>
	<b>A2</b>	<b>Quality of the online platform proposed for undertaking the supply and the sales service in compliance with the requirements included in Annex II K – IT requirements</b> Points will be assigned based on the compliance of the online platform proposed by the <i>tenderer</i> with each of the following requirements, as reported in Annex II K: <ol style="list-style-type: none"> <li>1. General requirements (<b>3 points</b>);</li> <li>2. Security requirements (<b>3 points</b>);</li> <li>3. Application functionality (<b>3 points</b>);</li> <li>4. Interoperability requirements (<b>2 points</b>);</li> <li>5. Maintenance and support requirements (<b>1 point</b>)</li> </ol>	<b><u>12</u></b>

	With reference to the above sub criteria, the score will be assigned based on the indications included in Table II of the present TS.	
<b>A3</b>	<b>Storage and delivery time schedule</b> Points will be assigned based on the delivery time schedule proposed by the <i>tenderer</i> in accordance with the following possible time schedules: <ol style="list-style-type: none"> <li>1. Within 3gg working days (<b>8 points</b>);</li> <li>2. Within 5gg working days (<b>5 points</b>);</li> <li>3. Within 7gg working days (<b>3 points</b>);</li> <li>4. Within 10gg working days (<b>2 points</b>);</li> <li>5. Within 15gg working days (<b>1 point</b>).</li> </ol>	<b><u>8</u></b>
<b>A4</b>	<b>Proposal concerning the management of the sales service</b> Points will be assigned based on the proposal submitted by the <i>tenderer</i> , taking into considerations the information included in Article 7 “Description of the service”. The proposal will also have to describe how to use the “EUI Shop”, located at the <i>EUI</i> , in Badia Fiesolana. <u>The present score will be assigned based on the indications included in Table II of the present TS.</u>	<b><u>15</u></b>
<b>A5</b>	<b>Possession of certifications (e.g. ISO 9001, ISO 14001 and equivalent)</b> Points will be assigned as follows, based on the possession of the relevant certifications listed below: <ol style="list-style-type: none"> <li>1. ISO 9001 or equivalent (<b>2 points</b>);</li> <li>2. Additional certifications (es. ISO 14001 or equivalent) (<b>3 points</b>).</li> </ol>	<b><u>5</u></b>

The **minimum score** for technical and quality criteria is **40/70**. *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 for criteria A1.2, A2 and A4:

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.	0.75
SUFFICIENT	Acceptable technical <i>offer</i> but poorly structured with limited application to the provisions of the <i>tender specifications</i> .	0.50
LOW	Mediocre technical <i>offer</i> that is under-developed.	0.25
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 (30 points) shall be assigned to the *tender* proposing the best average price offered for each items for which a quotations is required, in accordance with the range of order requests indicated in Annex II C – Financial offer.

Please take note that the score available for the financial offer (P), 30 points, will be assigned as follows:

3 points for each of the 10 items included in the catalogue enclosed in Annex II C – Financial offer, that will be assigned taking into consideration the average price offered by each tenderer for each item from the catalogue. Such average price is the outcome of the following calculus: the sum of the price offered for each range of order requests indicated in Annex II C divided by 4, namely the number of range of order requests for which a quotation is required:

$$\text{Example: Average price P1 offered} = \frac{(P1a+P1b+P1c+P1d)}{4}$$

After identifying the value of the average price offered by each tenderer for each item, the 3 points available for each of the 10 items included in the catalogue will be assigned according to the following formula that, as an example, refers to item P1 but will be applied in the same way to all the items from the catalogue (P2, P3, P4, etc.):

$P1 = 3 \text{ points} \times \frac{\text{Best average price P1 offered}}{\text{Average price P1 offered}}$
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The final score to be assigned to the financial offer (P) submitted by each tenderer, max 30 points will be the sum of the following scores: P1+P2+P3+P4+P5+P6+P7+P8+P9+P10.

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

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

## **CHAPTER IV - FINAL PROVISIONS**

### **Article 13. Sanctions and penalties mechanism**

Unless otherwise sanctioned by regulatory provisions, the *EUI*, in order to protect the rules contained in this Special Tender Specifications, reserves the right to apply the penalties provided for in this Article.

The *EUI* will submit any disputes in accordance with the procedure set out in Article I.10 of the draft contract.

Please note that the following list of non-compliances is not exhaustive, and the *Institute* reserves the right to object to any other behaviour that may alter and/or interrupt the regular provision of services:

- detection of 5% or more defective products for each individual supply: replacement of the defective products and application of a penalty of 10% of the order value will be required;

- marketing of products differing from those presented in the technical offer or not previously authorised by the *Institute* or not corresponding to the *EUI* provisions on the use of the logo: € 250.00 per dispute;
- failure to meet delivery deadlines for purchase orders placed by the various academic and administrative units of the *EUI*: a penalty of €20.00 will be applied for each calendar day of delay;
- failure to activate the computer application made available to the *contractor* for the supply of *EUI* branded products within one month after the signature of the *contract*, a penalty of €50.00 shall be charged for each calendar day of delay;
- in the event that the computer application, in use by the authorised *EUI* users for the management of order forms for the supply of *EUI* branded products, present blockages or malfunctions, which are not resolved within and no later than 24 hours, the contractor shall be subject to a penalty of €50.00 for each calendar day of delay.

If five penalties are applied in the course of a six-month period, the *EUI* reserves the right to terminate the *contract*.

#### Article 14. 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;

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 15. Contract management

For the *EUI*, the reference person for the *contract* management is the following:

- the Director of the Communications Service of the *EUI*.

#### Article 16. 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 – Financial *offer*.
- Annex II D – Request for site inspection form
- Annex II E – EUI Visual Identity Guidelines
- Annex II F – EUI basic catalogue
- Annex II G – Mockups Example of a complete catalogue
- Annex II H – Methods of customization and type of materials
- Annex II I – Map and pictures of the EUI Shop
- Annex II J – Vector size EUI logo
- Annex II K – IT requirements
- Annex II L – EUI Holidays 2023