



LIBRARY

**Open Call for Tender for the Supply of Books
to the Library of the European University Institute**

Ref: **OP/EUI/LIB/2024/001**

YEAR 2024

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CHAPTER I – SCOPE AND DESCRIPTION OF THE PROCUREMENT PROCEDURE

Article 1. Definitions

Book - texts in print or electronic format. Included are types of forms such as monographs, edited volumes, handbooks, reference works, etc. Not included are periodicals, serials, magazines, newspapers usually sold as subscriptions.

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** or **‘the Institute’** or **‘client’** 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;

Credit note - a note providing refund, valid against present or future invoices from the Contractor, without restriction.

E-book - monograph in electronic format;

E-only version – electronic version of a book;

Economic operator can refer to a ‘work Contractor’, ‘Contractor’, 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 tenderer¹;

Library or **EUI Library** - the Library of the European University Institute;

May - the use of “may” indicates that the specified item is optional. (See also “must” and “should”);

Must - the use of “must” indicates that the specified item is mandatory. (See also “should” and “may”). Mandatory items include e.g. minimum service standards, requirements to provide information, particular service features, and requirements to present price offers in a particular format. These items are intended to be Selection criteria;

Publisher’s list price - the recommended retail price advertised by the publisher or distributor, or the price printed on, or in, the item, whichever is the lower.

Rush orders - items ordered with rush procedure;

Should - the use of “should” indicates that the specified item is desirable. (See also “must” and “may”). Desirable items include e.g. some service features, some standards above the mandatory level, etc.;

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;

¹ 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.

Tender / Offer defines the terms upon which the Contractor 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 (Contractors, book dealers, publishers, wholesalers, bookshops) 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;

Working days - Monday-Friday, excluding recognised national public holidays in the country of the Contractor or EUI, as relevant to the case. The passing of “one working day” is from the time of initiation on the first day to the same time on the next working day;

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 EUI Library.

Article 3. Subject

Subject of the contract	<p>The subject of this procurement procedure is the supply of books for the library of the European University Institute (“EUI Library”).</p> <p>In particular, the supply of books in paper format, as well as the supply of e-books via an electronic bibliographic platform.</p> <p>Excluded from the scope of this Tender are packages of e-books and e-books within so called Evidence Based Acquisitions arrangements.</p> <p>Optional added-value services may be offered in combination with required supplies.</p>
Lots	<p>This procurement procedure is divided into the following lots:</p> <ul style="list-style-type: none"> • Lot 1: Books published in the United Kingdom, USA, and/or English language (excluding English language books published in Belgium) (83%) • Lot 2: Books published in France and/or French language (2%) • Lot 3: Books published in Germany and/or German language, East Europe and/or Eastern European languages, Scandinavia and/or Scandinavian languages, The Netherlands and/or Dutch language; Books published in Belgium in English language (10%) • Lot 4: Books published in Southern European countries and/or related languages (5%). <p>Tenders may be submitted for one or more lots. Each lot will be assessed independently of any other lot. Tenders which cover only</p>

	<p>part of one lot or are declared as being conditional on the award of any other lots are not permitted.</p> <p>Tenderers must be aware that:</p> <ul style="list-style-type: none"> ➤ The above indicated percentages refer to orders submitted in 2023; ➤ The publications of the European Union (Publications Office or OP), and of the Council of Europe are excluded from this call for tender; ➤ The EUI reserves the right to exceptionally place orders for very urgent, out of print and/or rare books, or e-books with a provider of its choice, or directly with the publisher. ➤ The EUI reserves the right to exceptionally take advantage of promotional offers by publishers in case the awarded tenderer is not entitled to grant the same discount.
Type of contract	<p>The procedure will result in the conclusion of a multiple framework contract in cascade for each lot.</p> <p>Tenderers need to take full account of the provisions of the draft contract as the latter will define and govern the contractual relationships to be established between the EUI and the Contractors.</p>
Duration of the contract	<p>The framework contract to be awarded shall have a duration of 5 years. The details of the initial contract duration and possible renewals are set out in Article I.2 of the draft contract.</p>
Estimated value of the contract	<p>The total estimated value of the framework contract to be awarded for the whole duration of 5 years is €1.150.000,00 (one million one hundred fifty thousand/00) including €730.000,00 (seven hundred thirty thousand/00) print books, and €420.000,00 (four hundred twenty thousand/00) e-books ordered individually.</p> <p>The estimated value of the framework contract to be awarded for the whole duration of 5 years for each lot for <u>print and e-books</u> is the following:</p> <ul style="list-style-type: none"> • Lot 1: € 965.000 (nine hundred sixty-five thousand/00). • Lot 2: € 20.000 (twenty thousand/00). • Lot 3: € 105.000 (one hundred five thousand/00). • Lot 4: € 60.000 (sixty thousand/00). <p><u>These values are estimates only based on the previous years and there is no commitment as to the exact quantities to be ordered. The actual values will depend on the quantities which the EUI will order through specific contracts or order forms.</u></p> <p>The EUI may procure additional supplies from the Contractor up to a maximum of 50% of the initial contract value.</p>

Place of performance	The supplies will be delivered to the EUI's premises.
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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. 76/2023 of 20 December 2023 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

Joint tenders are not allowed for this procurement procedure.

Article 6. Subcontracting

Subcontracting is not allowed for this procurement procedure.

CHAPTER II – TECHNICAL SPECIFICATIONS

Article 7. Description of the technical specifications

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

Article 7.1 Required services – Book supply

Provide us with a general overview of your company activity, strengths, and how it can comply with the EUI Library's requirements.

Article 7.1.1 Tenderer's specialisation

Tenderers may apply for one or more lots. Each lot should be clearly indicated. Lots are listed in Article 3. Subject – Lots.

Note that an offer for each lot should be based on fulfilment of at least 90% of received orders.

- i. Please provide the names and addresses of three academic libraries among your customers in Europe that may be contacted.

Article 7.1.2 Platform for book selection and ordering

Introduction:

The Library Automation and Services Platform in use includes Alma, Primo and Leganto, all products by ExLibris. Compatibility with this system will be considered an advantage. Indicate whether you have any specific features for other systems; or if you can comply with any possible systems. If necessary, further information on EUI systems can be requested to the EUI prior to submitting the tender.

The Contractor must provide the EUI with secure online access to its bibliographic and therein the integrated library's acquisitions database, 24 hours, 7 days a week (meaning an uptime of at least 98%).

- i. Describe the online bibliographic platform in different formats. If available, please provide instructions (URL, username/password, etc.) for trial access to your platform.
- ii. Describe how the platform can be searched and clearly indicate whether you provide search facilities by keyword, Dewey classification, subject headings, publisher, and possibility to limit by date range (dd/mm/yy) of publication or profiling.
- iii. Describe any service for profiling the clients' interests in terms of subject and non-subject parameters (e.g. classification, subject headings, audience) and indicate how long it takes for a title to be profiled with respect to the publication date.
- iv. Describe any service you provide related to approval (or virtual approval) plan and alerts based on profiles for new titles announcements (NTAs), their frequency, subject coverage, targeted audiences, etc.
- v. Indicate whether you can provide a real-time check of the EUI Library Catalogue at the title level from within your own platform, via Z39.50 or other means.

7.1.2.1 Orders of print books

- i. The Contractor must reply to quotation or information requests for new standard orders within three working days of receipt. Print items that are required urgently are marked as Rush. The Contractor must reply to quotation and information requests for Rush items within one working day. Price quotes in response to enquiries must be firm and should indicate the fully inclusive price to be paid by the EUI. An information request is not an order or a commitment to order.
- ii. The Contractor must accept orders for books placed via e-mail, telephone (with written confirmation afterwards), via EDI and via the Contractor's platform. Describe the EDI provisional ordering workflow as well as the direct ordering process and integration with the EUI's Integrated Library System (Real-time Ordering)
- iii. The Contractor must send acknowledgement of order receipt(s) to the Acquisitions department of the library within one working day of receipt. This shall be done via email, via EDI or via the Contractor's platform.

7.1.2.2 Orders of electronic books

- i. The EUI Library is interested in a title-by-title purchasing model, granting perpetual access to the individual e-books purchased.
- ii. The EUI Library prefers e-books with unlimited user access on the publisher's or provider's platform, which are free of Digital Rights Management.
- iii. Describe your e-books services in terms of purchase models, acquisition options, and agreements with publishers and aggregators (such as EBSCO, ProQuest and/or similar platforms), including the terms of use.
- iv. Describe the EDI provisional ordering workflow as well as the direct ordering process and integration with the EUI's Integrated Library System (Real-time Ordering)
- v. The Contractor must send acknowledgement of order receipt(s) to the Acquisitions department of the library within one working day of receipt. This shall be done via email, via EDI or via the Contractor's platform.

- vi. The Contractor must notify the Acquisitions department of the EUI Library in case the e-version of a book is available in Open Access. The Contractor must be able to send notifications via e-mail, via EDI and via the Contractor's automated system.

Article 7.1.3 Price variation

The Contractor must notify the Acquisitions department of the library in case the price of a new order for book is 15% more than assumed by the library when placing a new order. This only applies for books with a price of EUR 100 or more.

Article 7.1.4 Pending orders

On request, the Contractor shall supply within five working days a report of all outstanding orders, including price, date of order and agreed dispatch date (if any).

Article 7.1.5 Fulfilment and delay

For the EUI's mission the fast delivery of ordered books is imperative.

1. Standard print Book supply

- i. Describe arrangements for the normal frequency of shipments. Description should include: (i) timeframe of shipping (weekly, daily, etc.), (ii) minimum shipment size/value, (iii) if shipping is done only in case of completed orders. Prompt shipment of available items is preferred.
- ii. Dispatch of items is expected to be within three weeks of the order date. If an order is not likely to be dispatched in that time the EUI must be informed. This report should be dispatched within five working days from the receipt of the order. The reasons for the delay must also be clearly stated (examples include items 'not yet published' and 'out of print'). Describe your dispatch procedure.

2. Rush print Book supply

- i. Dispatch of orders indicated as Rush should be within five working days of the order date. Describe arrangements for the fulfilment of Rush orders.
- ii. If a Rush item is likely to miss its deadline, or is unavailable from the publisher/distributor, the EUI Library must be notified within one working day.
- iii. The EUI Library reserves the right to transfer the order to another Contractor in case the rush procedure cannot be followed by the requested Contractor.
- iv. Rush items that fail to meet the accepted deadline must be subject to the pricing regime for standard orders, at the discretion of the EUI Library.

Clauses

- a. If the Contractor does not communicate a likely delay which is accepted by the EUI, and the order (or an item in it) is not dispatched within three weeks for Standard orders, and by the agreed date for Rush orders, this constitutes a default (see **Article 7.1.16**).

- b. Orders for items that fail to meet accepted deadlines for delivery may be cancelled or returned without penalty.

3. E-book supply

- i. The Contractor must proactively assist the Acquisitions department of the EUI Library in setting up the e-version of a book until electronic access has been activated and the information is accessible to the EUI Library and its users. This includes supplying the Library all licensing details, user IDs, publisher reference name and permalink URL of the platform on which the book is available.
- ii. Online availability of e-books should be notified to the Library within three working days of the order date. Describe arrangements for the fulfilment of access activation of e-book orders.
- iii. If an e-book order is likely to miss its deadline, or is unavailable from the publisher/provider, the EUI Library must be notified within two working day.
- iv. Describe your workflow for processing e-book orders (activation of access to full-text, title lists, any other services available).
- v. The Contractor must provide continuous and on-going support with troubleshooting on any access problems that may occur with e-versions of a book.

Clauses

- a. If the Contractor does not communicate a likely delay which is accepted by the EUI, and the online availability of the e-book title is not processed within three working days, this constitutes a default (see **Article 7.1.16**).
- b. Orders for e-books that fail to meet accepted deadlines for online activation may be cancelled without penalty.

Article 7.1.6 Dispatch and transport

- i. The standard delivery service is by courier that ensures arrival at the EUI within four working days of dispatch. The method of dispatch must also include a verifiable date of dispatch. Please indicate if a faster delivery can be provided.
- ii. Each package or container delivered shall be marked by the Contractor with the address:

European University Institute
The Library – Acquisitions
Via dei Roccettini, 9
50014 San Domenico di Fiesole (FI)
Italy
- iii. A delivery slip or original invoice including the EUI order number(s) must be included in the book or in the parcel.
- iv. The Contractor has full responsibility for items up to the point of acceptance by an authorised officer of the EUI. Record of delivery is the Contractor's responsibility: all queries must be responded to within five working days.
- v. Delivery of Rush order must be within two working days of dispatch.

- vi. Packages containing Rush orders must be clearly marked on the outside. If Rush orders are dispatched in the same package as standard orders, the Rush items must also be clearly indicated as such.

Clauses

- a. Insurance of items in transit is the responsibility of the Contractor and at the Contractor's expense.
- b. The Contractor is liable for any loss and/or damage to goods due to inadequate packing, marking or loading carried out or arranged by the Contractor, wherever the loss/damage occurs.
- c. The Contractor is responsible for all customs clearance and the payment of any related fees.
- d. Failure to observe the time limits and modalities for dispatch constitutes a default (see **Article 7.1.16**).

Article 7.1.7 Claims

- i. The Contractor must process claims sent by the Acquisitions department of the Library within two working days of receipt. Claims can be sent by e-mail, telephone (with written confirmation), EDI or via the Contractor's automated platform.
- ii. Claims marked as 'Urgent' must be processed and a response must be given by the Contractor within one working day of receipt.
- iii. The Contractor must send publishers' responses to claims to the Acquisitions department of the Library within one working day of receipt. The Contractor must be able to send publisher's responses to claims via e-mail and via the Contractor's automated platform.

Clauses:

- a. Failure to respond to claims within the set time limits constitutes a default (see **Article 7.1.16**).

Article 7.1.8 Cancellation clauses

- i. The EUI may cancel any un-dispatched item by communication in writing, without penalty.
- ii. In exceptional cases, the Contractor may need to seek the agreement of the publisher/distributor beforehand. Where the publisher/ distributor will not accept a cancellation, the Contractor has the right to refuse a cancellation by the EUI.
- iii. In all cases where communication or fulfilment deadlines have not been met, the EUI has the right to cancel an order without charge, including specially ordered items.

Article 7.1.9 Guarantee and return clauses

- i. If books are supplied, which on delivery are found to be defective or damaged or which otherwise fail to comply with the contractual requirements, the defective goods must be replaced by the Contractor at its own expense not later than 20 (twenty) working days after notice from the EUI regarding the defects in the goods. If the Contractor does not remedy the defect(s) in the goods, the EUI shall be entitled to cancel the order. The Contractor is liable for the cost of return of defective goods in such cases.
- ii. The Contractor is liable for the cost of returning incorrectly supplied goods.

- iii. If items have been correctly supplied, and their return is subsequently requested by the EUI, the Contractor shall accept items that have been supplied from stock. In cases where the EUI requests return of a special item, the Contractor may seek the agreement of the publisher/distributor. In case the publisher/distributor does not accept a return, the Contractor has the right to refuse a return by the EUI.
- iv. In all cases of the return of correctly supplied goods, the cost of return to the Contractor shall be borne by the EUI.
- v. A credit note shall be issued immediately on receipt of an item accepted for return.

Clauses:

- a. The delivery of incorrect items constitutes a default (see **Article 7.1.16**).

Article 7.1.10 Order-status information

- i. Describe any facilities for consulting online the order status of items.
- ii. Describe any facilities for providing vendor status reports, according to the EDI standard, or, if not available, by other electronic means.

Article 7.1.11 Invoicing

The Contractor must supply or make available for download via ftp electronic invoices according to the EDI format supported by Ex Libris Alma. In addition, the Contractor must supply an invoice in PDF format by e-mail to an exclusive EUI email address (library.digital.invoices@eui.eu) or make them available for download on the Contractor's platform or send a print copy via regular post. Invoice details in different formats must always correspond, especially regarding:

- Invoice number and invoice date
- Number of invoiced items
- Total price in EURO

The currency of payment will be in EURO.

Invoices must always specify:

- The EUI address as specified in Article 7.1.6 Dispatch and transport
- The EUI fiscal code 800.204.104.88
- The Library's purchase order number
- Title, author, year of publication and edition
- ISBN
- Fund code (defined by EUI)
- Format (e.g. print, e-only)
- The Publisher's list prices for all items in native currency
- The exchange rate applied (reference: Euro foreign exchange reference rate by InforEuro https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-Contractors-and-beneficiaries/exchange-rate-inforeuro_en)

- The total price, having applied the pricing formula agreed in the Financial offer.
- Total price in EURO excluding VAT
- VAT rate applied and mention of EUI's VAT exemption when applicable (see Draft Framework Supply Contract Article 1.4.4).
- Contractor's IBAN, BIC/SWIFT code, Bank name and address
- Contractor's VAT number

Clauses

- a. Failure to present an invoice as required constitutes a default.
- b. An incorrectly prepared invoice will not be paid until a corrected version has been provided. The incorrect invoice should be cleared by a credit note and a correct invoice should be delivered.
- c. Terms unilaterally included in invoices by the Contractor are not binding on the EUI, even when publishers have applied them to the Contractor.

Article 7.1.12 Payment terms

- i. The term of payment is within 60 (sixty) days of receipt of invoice, in cases where correctly prepared and accurate invoices have been received by the EUI. Indicate if better conditions can be offered.
- ii. Indicate the forms of payment accepted (bank transfer preferred).
- iii. Describe your practice regarding statement of account for unpaid invoices.

Clauses

- a. Invoices will only be paid upon receipt of all items.
- b. If an incorrect or faulty item has been delivered, no part of the invoice in which it is listed will be paid until a replacement or credit note has been received, unless otherwise agreed in the specific case.

Article 7.1.13 Performance on book supply and Management Information

- i. For all book supply services, at least 98% of transactions must be completed as specified, without error or default.
- ii. On request, in April, July, October and January, the Contractor shall report for the previous Quarter and Year to Date:
total orders placed by the Client (number and value)
total orders fulfilled
total orders cancelled/returned
total orders outstanding
- iii. Describe how reports on service performance against the specifications will be provided.
- iv. The EUI reserves the right to monitor all transactions or take a random sample of transactions or selected transactions under the Agreement. Monitoring may be concentrated on transactions/Contractors which are giving cause for concern, or which have an impact on current priorities.

Clauses

- a. Failure to provide service performance data and management information will constitute a default (see **Article 7.1.16**).

Article 7.1.14 Quality

- i. **Experience.** Describe for how many years you have provided these kinds of services.
- Provide details of business dealings, relevant to this contract (e.g. similar customers, similar content of academic titles supplied for countries indicated) in the last three years.
 - Provide any evidence of client satisfaction with the services delivered.
 - Provide evidence of any experience of dealing with international organisations.
- ii. **Policy.** Provide details of:
- Any written policy on quality.
 - Any external assessment or certification of quality (ISO 9001 certificate or equivalent).
 - Approach to assuring quality in meeting this Agreement.
- iii. **Environmental impact.** The EUI has been actively working towards implementing an Environmental Management System (EMS), based on the Eco-Management and Audit Scheme (EMAS) developed by the European Commission. This system aims to minimise the environmental impact of all its activities, including those carried out under contract. The future Contractor will, therefore, be requested to consider the EMAS environmental management guidelines in implementing the contract. Further information on the EMAS system can be found on https://green-business.ec.europa.eu/eco-management-and-audit-scheme-emas_en.
- Provide details on how you reduce the environmental impact of business operations and promote sustainable development to your organization.
- iv. **Association.** If applicable, provide information on the Contractor's membership of a trade association or similar.
- v. **Staff.** If relevant, provide details of the standards set for personnel management of staff responsible for the execution of this contract. Specify standards set for competence, training and development, and particular strengths, amongst the staff dealing with services described in this contract.

Article 7.1.15 Customer Service

- i. The Director of the EUI Library is ultimately responsible for the performance of contract. Day-to-day placement of orders and other routine business will be handled by authorised EUI Library staff members.
- ii. The Contractor must designate one named Customer Account Manager to be responsible for the library's account. He or she must be up to date on all the terms agreed upon and specifications concerning the library's account.
- iii. All communications must be in English, unless mutually agreed otherwise.

- iv. Except as specified elsewhere, or as agreed, the Contractor must reply to e-mail or telephone call from the EUI within five working days.
- v. Customer support of the Contractor must be available for urgent questions and requests by telephone and email from 8AM and 5PM on working days (CET).
- vi. The EUI may, at its discretion, require meetings with a representative from the customer service team and with a member of the sales team, at intervals of a minimal of six months. The Contractor's expenses in attending such meetings will be borne by the Contractor. The location of meetings shall be either the EUI or the Contractor's premises, at the discretion of the EUI. Another meeting place may be arranged by mutual agreement.
- vii. On request of the Library, the Contractor must provide training sessions at the Library's site or online on the use of its own platform/administrative module.

Clauses:

- a. Failure to provide customer service and support constitutes a default (see **Article 7.1.16**).

Article 7.1.16 Defaults and penalties**General**

- i. Failure to deliver as specified may lead to order cancellations.
- ii. Failure to invoice as specified may lead to late or contested payment.

Default system

- iii. Beyond these "penalties" arising from normal operations, a system of default is in place.
Any failure to deliver as specified, required or agreed and as specified in the relevant clauses of the Technical Specifications, may be regarded as a default.
- iv. Main categories of defaults are:
 - Failure to provide correct information, or as required, within the stated time limits (See **Articles 7.1.2 - 7.1.5**)
 - Failure to dispatch on time (See **Articles 7.1.6**)
 - Failure to respond to claims within the stated time limits (See **Article 7.1.7**)
 - Failure to present invoices as required (See **Article 7.1.11**)
 - Failure to deliver a significant proportion of the titles ordered by the EUI
 - Failure to activate access to full text of e-books in a timely manner (in accordance with the Technical offer) (See **Article 7.1.5**)
 - Delivery of incorrect items (See **Article 7.1.9**)
 - Failure to provide service performance data and management information as described or required. (See **Article 7.1.13**)
 - Pricing/charging which is not based on the agreed policy (See **Article 10. Award criteria, B1,B2-B3 – Pricing formula for book and e-book supply and physical processing supply**)
 - Failure to provide customer service and support (See **Article 7.1.15**)

- Misrepresentation of past experience, client base, content, validated quality standards (See **Article 7.1.14**)
 - Failure to provide IT services (online services, electronic invoicing, etc. in accordance with the Technical offer).
- v. The EUI will record defaults during the contract period.
- vi. Following the recording of five defaults, the EUI shall inform the Contractor with a performance warning and indicate areas for improvement.
- vii. If a Contractor has accumulated 5 defaults in any twelve-month period, the EUI will inform the Contractor of the recorded defaults. A penalty notice will be sent after one week. All invoices relating to transactions starting from the first day of the month preceding the penalty points notification shall have a 10% discount applied. A credit note shall be issued within ten working days of notice by the EUI.
- viii. The EUI reserves the right to terminate the contract if for all book supply services, at least 2% of transactions are completed differently from what is specified, with error or default in any twelve month, in accordance with the procedure described in the Draft Framework Supply Contract, II.16. In this case the orders will be transferred to the Contractor ranked second. The same rule will be applied in cascade.

Article 7.2 Optional added value service

The EUI Library is looking into ways to outsource some of its tasks and would like to benefit from added value services and improve these in the future.

The EUI is interested to investigate the process and receipt of shelf-ready books.

Pricing policies and costs for such service must be provided in a separate chapter within the Financial offer (See **Article 10. Award criteria, B3 – Added value services financial offer**).

Article 7.2.1 Processing shelf-ready books

The EUI adopts RDA (Resource Description Access). Records are created in MARC 21 format. Authorities (Names, Subjects, Titles) are based on LC Authority File. Classification is done according to the Dewey Classification scheme, 23rd edition. Other classification schemes are adopted by the EUI Library for specific collections (law collection, EDC collection, and statistics collection).

The EUI processes its new books as follows:

i. Descriptive cataloguing

- Bibliographic record description according to RDA (Resource Description and Access) and in MARC 21 format.
- Classification using Dewey Classification Scheme
- Indexation of names, titles, and subject headings according to the thesauri of Library of Congress Subject Headings and Library of Congress Authority File.

ii. Required physical processing

- Shelfmark based on the library location, the Dewey classification, and the first 3 letters of the author's surname
- Labels for shelfmark on book spine and on copyright page
- Rubber-stamp on label of copyright page, and on another page

- Security RFID tag with barcode inside front cover
- iii. Describe your policy for dealing with returns and cancellations of items that have already received physical processing.

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 based on 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 grounds 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 8. 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](#)).

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 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 9. Selection criteria

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

General requirements:

- 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);
- f) having generated a minimum annual turnover in the last 3 (three) financial years for which accounts have been closed of at least:
 - a. For Lot 1: €386.000,00 (three hundred eighty-six thousand/00);
 - b. For Lot 2: €8.000,00 (eight thousand/00);
 - c. For Lot 3: €42.000,00 (forty-two thousand/00);
 - d. For Lot 4: €24.000,00 (twenty-four thousand/00).
- g) providing the financial statements regarding the last three years for which accounts have been closed;
- h) having a professional risk indemnity insurance.

Technical and professional requirements:

- i) 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;
- j) providing a list of the principal supplies delivered in the past 3 (three) years with the sums, duration and if recipients are public or private entities;
- k) proficiency in English language of the tenderer' staff members undertaking customer service tasks concerning the contract to be awarded;
- l) providing the list of at least three academic libraries among your customers in Europe that may be contacted, including a contact reference for each of them;
- m) having an online platform for book selection and ordering, whose quality will be evaluated according to the award criteria A1.1.
- n) having ISO 9001 certification or equivalent certification.

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;
- 1 (one) bank reference 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;
- 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
 - a. For Lot 1: €386.000,00 (three hundred eighty-six thousand/00);
 - b. For Lot 2: €8.000,00 (eight thousand/00);
 - c. For Lot 3: €42.000,00 (forty-two thousand/00);
 - d. For Lot 4: €24.000,00 (twenty-four thousand/00).
- the financial statements of the last three years for which accounts have been closed;
- 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 with the sums, duration and if recipients are public or private entities;
- the list of at least three academic libraries among your customers in Europe that may be contacted, including a contact reference for each of them;
- provision of the name and link to the online platform for book selection and ordering;
- copy of ISO 9001 certification or equivalent.

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 10. 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 a technical offer using the form Annex II B.

TABLE I			
DESCRIPTION			MAXIMUM SCORE
A1	Required supplies and services		68
	A1.1	Platform, ordering, communication (Articles 7.1.2-7.1.4)	16
	A1.2	Fulfilment, Dispatch (Articles 7.1.5-7.1.6)	16
	A1.3	Claims, cancellation, returns (Articles 7.1.7-7.1.9)	4
	A1.4	Order status information (Articles 7.1.10)	6
	A1.5	Invoices, invoicing, payment terms (Articles 7.1.11-7.1.12)	12
	A1.6	Performance, quality, customer service (Articles 7.1.13-7.1.15)	14
A2	Added value service		2
	A2.1	Physical processing (Article 7.2.1)	2

The minimum score for technical and quality criteria is 35/70. 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:

TABLE II		
EVALUATION	JUDGMENT	COEFFICIENT
GREAT	Well-structured technical offer that develops the requested project in a clear, precise in-depth manner, adding additional value in respect to the expectations of the EUI.	1.00
GOOD	Suitable technical offer that develops the topic with no particular insights.	0.75
SUFFICIENT	Acceptable technical offer but poorly structured with limited application to the provisions of the tender specifications.	0.50
LOW	Mediocre technical offer that is under-developed.	0.25
INSUFFICIENT	Insufficient technical offer that is generic and inadequate.	0.00

B - Allocation of points for financial evaluation criteria

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

The **maximum score** available for the **price (P)** is **30 points** and it is the **sum of P1, P2 and P3 (P = P1+P2+P3)** according to the following score breakdown:

P1	
Price for supply of print books (B1)	Max score: 20 points

P2	
Price for supply of e-books (B2)	Max score: 8 points

P3	
Price for physical processing (B3)	Max score: 2 points

B1 – Pricing formula for supply of print books (P1)

Please, state the pricing policy for supply of books in the following format:

➤ **Publisher's list price @ xxx%**

(For example, "Publisher's list [price@95%](#)", or "Publisher's list [price@105%](#)")

The rate xxx% should consider all discounts and all costs, up to and including delivery to the EUI. This rate will apply to all orders and contracts.

Proposals submitted in other formats will not be accepted.

B1.1 – Pricing policy for supply of print books (P1)

The main base of the pricing, used for all material published or routinely distributed, is the Publisher's list price.

The tenderer must define a percentage of the Publisher's list price they will charge the EUI Library – for example, an offer at "100%" means the EUI Library will pay the Publisher's list price. An offer of "95%" means the EUI will receive a 5% discount on the Publisher's list price for all supplied items. This percentage rate is for an all-inclusive price - no extra charges for handling, delivery etc. will be accepted.

The pricing formula will be followed in all orders/contracts. However, such a formula represents the maximum acceptable price: lower rates may be offered by the Tenderer if agreed for specific orders/contracts.

The formulas based on fixed percentages of Publisher's list price will not be reviewed. (The Publisher's list prices themselves may of course change.)

B1.2 - Score for Financial offer print books (P1)

The Financial offer for P1 shall be scored for supply of print books according to the following formula:

$$\text{Score} = \frac{(100 - \text{Price})}{(100 - \text{MinPrice})} \times \text{Max Score}$$

Where:

Price = The percentage value of the price offered by the individual tenderer.

Max Score = The maximum score assigned (20 for supply of print books).

MinPrice = Lowest percentage value of the price offered in the tenders.

e.g.:

- Financial offer for standard services of the assessed tender = price@95%
- MinPrice for supply of print books = price@80%
- MaxScore for supply of print books = 20

$$\text{Score} = \frac{100-95}{100-80} \times 20 = \frac{5}{20} \times 20 = 5$$

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.

B2 – Pricing formula for supply of e-books (P2)

Please, state the pricing policy for supply of e-books in the following format:

➤ Publisher's/Provider's list price @ xxx%

(For example, "Publisher's/Provider's list [price@95%](#)", or "Publisher's/Provider's list [price@105%](#)")

The rate xxx% should consider all discounts and all costs. This rate will apply to all orders and contracts.

Proposals submitted in other formats will not be accepted.

B2.1 - Pricing policy for supply of e-books (P2)

The main base of the pricing is the Publisher's/Provider's list price.

The tenderer must define a percentage of the Publisher's/Provider's list price they will charge the EUI Library – for example, an offer at "100%" means the EUI Library will pay the Publisher's/Provider's list price. An offer of "95%" means the EUI will receive a 5% discount on the Publisher's/Provider's list price for all supplied items. **This percentage rate is for an all-inclusive price - no extra charges for online activation etc. will be accepted.**

The pricing formula will be followed in all orders/contracts. However, such a formula represents the maximum acceptable price: lower rates may be offered by the Tenderer if agreed for specific orders/contracts.

The formulas based on fixed percentages of Publisher's/Provider's list price will not be reviewed. (The Publisher's/Provider's list prices themselves may of course change.)

B2.2 - Score for Financial offer e-books (P2)

The Financial offer for P2 shall be scored for supply of e-books according to the following formula:

$$\text{Score} = \frac{(100 - \text{Price})}{(100 - \text{MinPrice})} \times \text{Max Score}$$

Where:

Price = The percentage value of the price offered by the individual tenderer.

MaxScore = The maximum score assigned (8 for supply of e-books).

MinPrice = Lowest percentage value of the price offered in the tenders.

e.g.:

- Financial offer for standard services of the assessed tender = price@95%

- MinPrice for supply of e-books = price@80%

- MaxScore for supply of e-books = 8

$$\text{Score} = \frac{100 - 95}{100 - 80} \times 8 = \frac{5}{20} \times 8 = 2$$

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.

B3 – Pricing policy for physical processing (P3)

Please provide prices for the added-value service offered, as described in **Article 7.2 Optional added value service** (physical processing and descriptive cataloguing) as follows:

➤ Total price physical processing per individual book

B3.1 - Score for Financial offer physical processing (P3)

The Financial offer for P3 shall be scored for the provision of added value services according to the following formula:

$\text{Score} = \frac{\text{Best price offered}}{\text{Price offered}} \times \text{Max Score (2 points)}$
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Where:

Best price = Lowest price offered in tenders

Price = Price offered by individual tender

Max Score = Maximum score assigned (2 for shelf-ready processing)

CHAPTER IV - FINAL PROVISIONS

Article 11. 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 12. Contract management

For the EUI, the person responsible for the contract management is:

- the Director of the EUI Library.

For the EUI, the reference person(s) for the contract management is/are the following:

- The Acquisitions librarian
- The Financial Officer of the EUI Library

Article 13. List of tender documents

The tender documents of the present procurement procedure are composed of the Draft Framework Supply 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.