



REAL ESTATE AND FACILITIES SERVICE

**Open procedure for the concession of the  
management of nursery services and occasional  
recreational childcare services at the European  
University Institute**

Ref: **OP/EUI/REFS/2024/002**

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

### Article 1. Definitions

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

‘contract’ means a public contract awarded by the EUI for the concession of services;

‘EUI’ or ‘the Institute’ means the European University Institute, which is the contracting authority entrusting the services that are the subject of these tender specifications to the concessionaire;

‘contractor’ or ‘concessionaire’ 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 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 concessionaire is willing to be bound, which normally include price, date of delivery, payment terms and a description of the services;

‘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 concession procedure is launched and managed by the *EUI*, that is the contracting authority through the Real Estate and Facilities Service (REFS).

### Article 3. Subject

<b>Subject of the contract</b>	The subject of this procedure is the <b>concession of the management of nursery services, named “EUI crèche”, and occasional recreational childcare services, named “EUI garderie”, at the European University Institute (EUI).</b>
<b>Lots</b>	This procurement procedure is <b>not divided into lots</b> .
<b>Type of contract</b>	The procedure will result in the conclusion of a <b>service concession contract</b> .

<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.

	<p><i>Tenderers</i> need to take full account of the provisions of the draft service concession <i>contract</i> as the latter will define and govern the contractual relationship to be established between the <i>EUI</i> and the <i>concessionaire</i>.</p>
Duration of the contract	<p>The service concession <b>contract</b> to be awarded shall have a <b>duration of 36 months renewable 3 times for 12 months each</b>.</p> <p>The maximum duration of the <i>contract</i> is 72 months. 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>
Estimated value of the contract	<p>The <b>estimated value</b> of the <b>service concession contract</b> to be awarded for the <b>whole duration of 72 months</b> is around:</p> <ul style="list-style-type: none"> <li>• <b>€1.250.000,00</b> (one million two hundred and fifty thousand/00) for the <b>management of nursery services</b>, named “<b>EUI crèche</b>”;</li> <li>• <b>€60.000,00</b> (sixty thousand/00) for the <b>management of occasional recreational childcare services</b>, named “<b>EUI garderie</b>”.</li> </ul> <p>The above-mentioned value regarding the <b>management of nursery services</b>, named “<b>EUI crèche</b>” is just an estimate taking into consideration the annual value of the service used by users in previous years (2022/2023), corresponding to an average of 40 children using the service per year, multiplied by the maximum duration of the contract to be awarded.</p> <p>The above-mentioned value regarding the <b>management of occasional recreational childcare services</b>, named “<b>EUI garderie</b>” is just an estimate taking into consideration the annual value of the service used by users in previous years (2022/2023), corresponding to an average of 1 child per day for all days the service is open (rounded up), multiplied by the maximum duration of the contract to be awarded.</p> <p><u>Please be aware that the actual volume of the concession will depend on the number of users of both the mentioned services, considering that the maximum total number of children accommodated within the designated facility for both the “<i>IUE garderie</i>” and “<i>IUE crèche</i>” services is limited to a maximum of 60 spots in total. This limitation indicates that the total demand for both services cannot exceed the capacity of 60 spots in the facility. Therefore, when estimating the value of the concession, it's crucial to consider this maximum capacity constraint to ensure feasibility and sustainability of the services provided.</u></p> <p><u>The service subject to this concession procedure is optional for users. Therefore, the concessionaire cannot submit to the <i>EUI</i> any requests or claims towards the user fees, nor request changes to the contract, for the possible non-use of the service by users.</u></p>
Place of performance	<p>For the purpose of carrying out the concession services, the <i>EUI</i> provides the concessionaire with the premises of the building known as “<b>Il Villino</b>,” located within its campus at <b>Via Boccaccio 121, I-50133 Florence</b>.</p>

#### Article 4. Conditions for participation to tender

If you are interested in this *contract*, you should submit a *tender* in one of the official languages of the European Union (with preference for the use of English) provided you comply with the conditions for participation to tenders as set out in Article 3.4 of President's Decision n. 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

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 9).

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

## Article 6. Subcontracting

Subcontracting is not allowed for this procurement procedure.

# CHAPTER II – TECHNICAL SPECIFICATIONS

## Article 7. Description of the technical specifications

The services that are the subject of this concession procedure, including any minimum requirements, are described in detail below.

### Article 7.1 General information on the performance of the service

The object of the present procedure is the concession of the management service of the crèche "*EUI crèche*" and the recreational service of occasional care "*EUI garderie*", intended primarily for the children of the members of the *EUI community*, as better described in Articles I.2 and II.1 of the Regulation governing the above mentioned services, annexed to the documentation of the present concession procedure (Annex II E - Regulation governing the management of the *crèche* and *garderie* services of the *EUI*).

An "*on-site babysitting*" service is currently available at the European University Institute, run by 4-5 operators, 3 of whom are contracted with an external temporary employment agency with the following tasks:

- Managing and supervising the children: organising recreational activities and helping the children with daily activities.
- Taking care of children's (and babies') hygiene, dressing them and changing their nappies.
- Preparing meals and helping the children to eat.

The service is provided from Monday to Friday from 8.15 a.m. to 6 p.m. at the premises of the building known as "*Il Villino*", located on the EUI campus at 121 Via Boccaccio, I-50133 Firenze, and is aimed at the categories of users indicated in the management regulations attached to these specifications.

The premises made available to the concessionaire by the EUI are fully furnished and equipped with an annexed outdoor garden with a playground.

The aforementioned services will have to be carried out by the concessionaire in compliance with the EUI regulation governing them (Annex II E), as well as with the relevant field laws, in particular Regional Law no. 32 of 26 July 2002, Consolidated text on education, guidance, vocational training and employment (Testo unico in materia di educazione, istruzione, orientamento, formazione professionale e lavoro), and Regulation no. 41/R of 30 July 2013 implementing Article 4 bis of Regional Law no. 32 of 26 July 2002 Consolidated text of Tuscany Region on education, guidance, vocational training and employment (Testo unico della normativa della Regione Toscana in materia di educazione, istruzione, orientamento, formazione professionale e lavoro) on early childhood education services.

The regulations adopted by the EUI (Annex II E) regulate in detail the management and operational aspects, including, for example, the categories of recipients of the "*EUI crèche*" and "*EUI garderie*" services, admission criteria, enrolment, costs of attendance established by the EUI on the basis of income brackets, opening hours and daily operating hours.

On the basis of the above, applicants are requested to submit a service charter for participation in this procedure. In particular, the concessionaire must offer an educational service intended as a place of training, care and socialisation with a view to enabling the child to achieve psychophysical well-being and the harmonious development of cognitive, affective, motor and relational potential, by means of interventions that favour the child's autonomy, ensuring careful supervision, the necessary hygienic care, the preparation of the environment and the choice of educational proposals appropriate to the various stages of development and in relation to the different age groups of the children.

## **Article 7.2 Description of the service**

The services covered by this concession procedure are as follows:

### **Article 7.2.1 Nursery school management service "*EUI crèche*"**

The *crèche* is intended for children aged between 4 and 36 months and must have at least 4 sections, depending on the age and psycho-motor development of the child

- Caterpillar section, children from 4 months to 12 months;
- Butterfly section, babies from 12 months to 18 months;
- Chicks section, children from 18 months and one day to 24 months;
- Squirrel section, children over 24 months.

The capacity of the facility made available by the EUI is **60 children**, with an average annual enrolment of around 40-45 children.

The organisation of the service includes the child's stay with the possibility of meals and rest. The organization of the service includes the child's stay with the possibility of having meals and rest. Meals, except for the prohibition provided by regional regulations regarding the acquisition of external meals for children in their first year of life, will be provided by the EUI through the service's internal canteen contractor.

### **Article 7.2.2 Recreational childcare service “EUI garderie”**

Recreational childcare service to be provided in a dedicated space on the premises of the building on the EUI campus called “*Il Villino*” and intended for children aged at least three, and not regularly enrolled in the “*IUE crèche*”. This service is offered by the EUI to meet the unexpected needs of the same persons identified as recipients of the “*EUI crèche*” service, as well as participants in events organised at EUI premises.

### **Article 7.2.3 (Optional) summer camp organisation service**

Optional service for the organisation of summer camps for children and young children aged 3 to 14 in the following periods:

- first Monday in June following the closure of primary schools - last day before the summer closure of the EUI at the beginning of August, and
- day of re-opening of the EUI at the end of August - start of schools in September.

Summer camps are to be organised at external facilities outside the EUI campus. The identification of such facilities is left to the tenderer, who must indicate this in its technical offer, also including all the details of the project (activities, group organisation, timetables, etc...). Please note that the project for the organisation of the summer camps will only be evaluated in the technical offer as an improvement; although the quotation of the service is requested in the financial offer (Annex II C) the latter will not be the subject of a specific score in the economic offer.

### **Article 7.2.4 Supervision of services**

The procedures for the provision of all the services requested (“*EUI crèche*”, “*EUI garderie*” and, possibly, summer camps) will be supervised by the EUI contact person for the services covered by this procedure, called crèche supervisor, belonging to the Heritage and Logistics Service (REFS).

### **Article 7.3 Authorisation to operate**

It will be the responsibility of the concessionaire to obtain and maintain from the competent Administrations the authorisation to operate with the integration of the documentation provided by the EUI, as well as to obtain and maintain from the competent Administrations all the licences and enabling acts, however denominated, for the implementation of the integrative/innovative activities envisaged in the project presented.

### **Article 7.4 Pedagogical and educational project**

The submission of a pedagogical and educational project oriented towards sustainability and inclusion is required as part of the technical offer. The project will need to be presented in a document that should not exceed a maximum of 30 A4 pages (double-sided).



The proposed activities must be structured to favour growth, experimentation, and learning, promoting inclusion, the construction of sociality and the development of an ecological sensitivity, in response also to the ever-increasing demands for the psychophysical well-being of children.

In particular, in the pedagogical project the tenderer must describe in detail the characteristics of the service offered, specifying in particular the following elements:

- psycho-pedagogical guidelines of reference and the relevant design lines;
- arrangement of the environments and spaces and composition of the sections;
- organisation of the day at the crèche, with particular regard to childcare activities, entry and exit flexibility. The description of activities must be prepared taking into account both the common methods and the specific methods envisaged for infants and weanlings, thus highlighting the different management between the two age groups (e.g. organisation of the day, activities);
- educational activities and use of technical tools such as planning, observation, documentation, evaluation, self-evaluation, joint work;
- games and playful-educational material;
- internal and external documentation;
- network activities with the territory and local authorities;
- daily reception;
- reunion with the family member;
- diversity management, including cases of motor or intellectual disability; integration of diverse children;
- welcome phase; integration and acclimatisation of the child at the crèche; flexibility;
- free activities proposed and their schedule throughout the year;
- ways of involving families, tools and methods of participation/involvement/information.

## **Article 7.5 Management of the service**

The management of the service must be based on the crèche intended as an educating community, in which parents and educators, respecting each other's competences, accept responsibility for the educational processes pertaining to teaching/learning and caring for the psychophysical well-being of the children.

### **Article 7.5.1 Management of the service - relationship with parents and the EUI**

The concessionaire will have to manage relations with parents also through special bodies set up by the EUI, such as the Crèche Committee, composed of the REFS Director, the crèche supervisor and parents' representatives (ideally, three, one for staff, one for fellows and one for researchers).

It is also planned to use a specific application for managing communication with parents called "PUPAPPA": the App functions as a daily diary in which parents are made aware of important information concerning their child's stay at the crèche. At the end of each day, the teachers will have to take note of attendance, bedtime, the child's needs, how much and what he or she has eaten during the day, and also report any items that need to be brought in (a change, a new pack of nappies, etc.). At the same time, the App will be used to upload photos that are

taken of the children by the teachers and that can be shared with a group, with several groups, or with all the groups, depending on the activity. Finally, it is also possible to use the app notice board to communicate important messages to parents, which will arrive immediately. Generally, this function is used, together with the institutional email, when infectious diseases or unplanned events have to be communicated in advance. Each parent, when registering their child, will receive an email to the address used for registration with a link to download and sign up in the app.

### Article 7.5.2 Management of the service - organisation of proposed personnel

The tenderer must include in its technical offer the organisation of staff shifts, roles, tasks and professional profiles; specification of the methods and times for replacing and substituting staff, assuming a maximum number of enrolled children and assuming a number of enrolled children between the maximum capacity and its three quarters for each crèche section, during the 8.15 a.m. - 6.00 p.m. time slot.

In addition, the tenderer must present the training and refresher programme it undertakes to apply to the staff assigned to run the facility (educators), as well as to any trainees admitted. The tenderer's organisation plan must also include the presence of sufficient auxiliary staff to ensure the facility's auxiliary services. In this project, the tenderer must also highlight how it intends to ensure continuity in the daily provision of services, which it undertakes to maintain for the entire duration of the contract, with particular reference to the quantity, qualification and duties of the operators present at all times of the day.

Please refer to **Article 7.10 Obligations of the concessionaire** below for further information regarding the operational management of the service, which the tenderer must take into account when preparing its technical offer.

### Article 7.6 Operating hours and opening times

#### Nursery “EUI crèche”

The “*crèche*” will run for 12 months, with daily hours, Monday to Friday, from 8:15 a.m. to 6:00 p.m., according to the annual EUI calendar (Annex II G), taking into account the holidays and official closures therein.

Enrolment and attendance arrangements are as follows:

- day service, from 8:15 a.m. to 6:00 p.m, including lunch;
- morning service, from 8.15 a.m. to 1 p.m., including lunch.

#### Occasional childcare “EUI garderie”

The operation of the occasional childcare service will be spread over 12 months, from the first working day of August to the last working day of July with daily hours, Monday to Friday, from 8:15 a.m. to 6:00 p.m. The annual calendar will be the one corresponding to the official EUI calendar (Annex II G).

### Article 7.7 Admission procedures

The services covered by this procedure are reserved on a priority basis for the children of EUI members, as indicated in more detail in the Management Regulation of the “*crèche*” and “*garderie*” services of the EUI (Annex II E), in Articles I.2.1 and 2.2

- Access to the nursery “EUI crèche” service will take place through communication to the concessionaire by the crèche supervisor of the internal ranking drawn up by him/her, taking into account the maximum number of places available.

- Access to the occasional childcare service “*EUI garderie*” will take place through communication to the concessionaire by the crèche supervisor of access requests received from users, taking into account the daily availability of places.

In both of the above cases, the crèche supervisor will notify the concessionaire by email of the list of children admitted to both the “*EUI crèche*” and “*EUI garderie*” services, including the following information for each user:

- Child's data: first name, last name, date of birth, nationality
- Parent data: first name, surname, EUI service, contact person, local address, email, telephone, emergency number
- Type of attendance (regular, occasional, full-time, short-time)
- Food allergies or intolerances
- Photo consent
- Acknowledgement of the rules of the *crèche*
- Income bracket for monthly charge

### **Article 7.8 Attendance costs and payment terms**

The concessionaire will be paid the amount offered in the tender for each child utilizing the “*EUI crèche*” and “*EUI garderie*” services. However, the payment of this amount will be made in the following manner:

- a) Direct invoicing to the user by the concessionaire for the amount determined by the income bracket specified in Annex II E;
- b) Direct invoicing to the EUI by the concessionaire for the residual amount between the one indicated in the previous point a) and the amount offered by the concessionaire in the tender.

#### Meals:

Meals will be provided by the canteen service contractor at the EUI and paid for by the Institute itself. At the time of invoicing the user for the cost of the “*EUI crèche*” and “*EUI garderie*” services, as indicated in the previous point a), the concessionaire must also include the cost of meals provided to users and paid for by the Institute.

In order to recover the amount invoiced by the concessionaire to the user for meals, the EUI will deduct this sum from the invoice received from the concessionaire for the payment of the integration described in point b).

Please note that invoices issued by the concessionaire to the individual user, as indicated in point a) above, shall comply with the provisions of current Italian tax regulations.

On the other hand, please note that for invoices issued by the concessionaire to the EUI, as indicated in point b) above, the latter is exempt from payment of value added tax for services and purchases in excess of €300.00 (for intra-EU purchases, pursuant to Article 151, paragraph 1, letter b), and paragraph 2 of European Council Directive 2006/112/EC, as subsequently amended by European Council Directive 2009/162/EU and subsequent amendments; for purchases in Italy, pursuant to Article 72, paragraphs 1 and 2 of Presidential Decree 633 of 26/10/1972 and subsequent amendments. The EUI is also exempt from paying stamp duty, as set forth in Article 9 of the Headquarters Agreement signed on 10 July 1975 (Presidential Decree 990/1976) and Article 5 of Additional Protocol No. 2 signed on 22 June 2011 (Law 182/2014).

### **Article 7.9 Concession fee (financial offer)**

As it is in the interest of the EUI to provide its members with a professional and functional service, but at the same time to keep the membership costs down, the EUI waives the

application to the concessionaire of a rent for the premises made available for the provision of the services covered by this concession procedure.

In addition, the costs for the ordinary and extraordinary maintenance, cleaning, security service and utilities of the premises involved in the services in question will remain at the charge of the EUI.

The concessionaire must, therefore, take into account the costs borne by the EUI and those not charged (e.g. payment of rent) when submitting its economic offer, the value of which is estimated as follows:

- a) For the nursery service “*EUI crèche*”, the maximum amount for the tender is estimated at €450.00 (four hundred and fifty/00) per month for the daily service (8:15 a.m. to 6:00 p.m.) and at an indicative estimated amount of €300.00 (three hundred/00) per month for the short-time (morning) service, excluding meals.
- b) For the occasional childcare service “*EUI garderie*”, the maximum amount for the tender is fixed at €30.00 (thirty/00) per diem, excluding meals.
- c) For the optional summer camp organisation service, an approximate cost of €200.00 (two hundred/00) per week has been established. **NB: this service, if proposed by the tenderer, will be assessed within the technical and qualitative evaluation criterion entitled "Improvements". Furthermore, although a quotation for this service is requested in Annex II C - Financial Offer Form for tenderers who propose it, no financial or economic score will be awarded to the price offered for this service, if any.**

The tender must also specify any registration fee (including insurance) that shall not exceed an annual fee of €200.00 (two hundred/00).

In addition to the above, it should be noted that the EUI will also provide the concessionaire with one FTE (full time equivalent) working directly on site (internal staff member) as auxiliary staff: however, the EUI will not provide any replacement in the event of absence due to holidays and/or illness of the above-mentioned staff.

## **Article 7.10 Obligations of the concessionaire**

The concessionaire is obliged to operate the nursery service “*EUI crèche*” and the occasional childcare service “*EUI garderie*” in accordance with the EUI regulations (Annex II E), state, regional and municipal legislation, and to comply with the technical offer submitted during the tender and attached as an integral part of the concession contract.

The concessionaire is responsible for the integral management of the services indicated in the preceding articles and described in its educational project. In particular, the concessionaire is fully responsible for:

- obtaining, and maintaining, from the competent Authority the authorisation to operate with the integration of the documentation provided by the EUI;
- obtaining, and maintaining, from the competent Administrations all the licences and enabling acts, however denominated, for the implementation of the integrative/innovative activities envisaged by the project presented;
- ensuring appropriate insurance coverage for liability for damage, injury or other occurrences that may occur to the service users, its staff or third parties during the execution of the contract, liability for damage to the building, facilities, furnishings and equipment (see Article **7.12 Insurance Policy**);

- the implementation of the provisions set forth in the pedagogical/educational, organisational/management project and in the improvement proposals subject of the technical offer submitted during the tender;
- the assumption of all responsibility deriving from the management and running of the crèche from a legal, administrative, economic, health and hygiene and organisational point of view;
- the employment of educational personnel in possession of the prescribed qualifications required by the regulations in force;
- the management of entrances and exits, proxies for children pick up, absences, meals taken per child, and communication of data to the appropriate EUI contact person for invoicing purposes;
- the management of relations with parents;
- sending monthly invoices as indicated at points a) and b) included in **Article 7.8 Attendance costs and payment terms**;
- the management of activities related to meal consumption such as preparing tables and meal portioning, registering meals consumed per child on the basis of attendance;
- the management of a specific app provided by EUI, called “PUPAPPA”, for communication with parents (to this end, the successful tenderer shall be asked to use a dedicated phone or tablet);
- the purchase of various materials for use in play and educational activities, e.g. paper, cardboard, paints, glue, cloths, scotch tape and anything else needed to carry out the educational services, which meets the requirements of ease of cleaning and disinfection, safety, educational functionality and sustainability certified and/or validated by third-party entities;
- provide for the personal hygiene of the children by also supplying liquid soap, anti-redness creams, first-aid material and anything else necessary for the hygiene and well-being of the children, with products that meet safety and environmental sustainability requirements certified and/or validated by third-party entities;
- the transmission, prior to the start of the service, of the list of names of the staff used for the management of the nursery and the commitment to keep this list updated, promptly and constantly, in the event of staff turnover, even for short replacements;
- opening and closing service of the premises;
- the compliance with the current regulations on prevention, protection and safety in the workplace, in accordance with the provisions of Legislative Decree 81/08 and subsequent amendments and additions;
- the respect and observance of the procedures implemented by the EUI in the context of its own environmental management system (EMS), as well as cooperation in the collection and transmission of data that may be necessary in the development of the EMS itself;
- the processing of users' personal data communicated by the EUI for the purpose of service management;
- the return to the EUI, at the end of the contract, of the premises, furniture and equipment in the same condition in which they were entrusted, except for normal deterioration due to use.

## **Article 7.11 Obligations of the EUI**

The European University Institute undertakes to:

- make available the premises of the building forming part of its campus called “*Il Villino*” and the external area annexed to it, and grant the use of the existing equipment and furnishings necessary for the operation of the *crèche*, an inventory of which will be drawn up, in joint consultation, when the building is handed over to the successful tenderer;
- provide the necessary documentation to enable the successful tenderer to apply to the relevant municipality for authorisation to operate the *crèche*;
- maintain at its own expense the payment of utilities relating to heating, telephone, internet, electricity, water and the fee for the collection of solid urban waste;
- guarantee ordinary and extraordinary maintenance work on the building and outdoor areas and fixed installations that may be necessary during the term of the contract;
- produce and deliver meals, through the EUI canteen service;
- confirm any food allergies and intolerances of enrolled children to the contact person of the in-house catering service and to the concessionaire;
- provide for the ordinary and extraordinary cleaning of the premises;
- ensure the insurance coverage of the building, fixed installations and equipment;
- manage and update the “*EUI crèche*” and “*EUI garderie*” service pages on the official IUE website;
- appoint an internal contact person (*crèche* supervisor) to handle the administrative side of the EUI. This person will also have to cooperate with the successful tenderer in case of need to solve problems related to the management of the day-to-day work;
- provide access to the app used for the management of the educational service (PUPAPPA), as described in **Article 7.5 Service Management**;
- implement verification and control over the provision of the service entrusted under the concession;
- regulate enrolment, authorise admissions and any resignations as described in **Article 7.7 Admission procedures**;
- communicate to the concessionaire all additional information necessary for the smooth running of the service (any food allergies/intolerances, special needs, list of family members and/or not family members authorised to pick up the child at the end of the service hours, etc.);
- notify the concessionaire of the official annual EUI calendar by the 15th of September (calendar 2024/2025 included in Annex II G);
- determine the fees to be paid by the families using the service, communicating the respective income brackets to the concessionaire;
- provide the concessionaire with an FTE operating on site as an auxiliary member of the staff, as described in **Article 7.9 Concession fee (economic offer)**.

### **Article 7.12 Insurance policy**

The successful tenderer, before the date of conclusion of the contract, must provide the EUI with a copy of its insurance policy covering damages to third parties and employees, that may arise from the performance of the service, with a limit of not less than EUR 3.000.000,00 (three million/00) for each individual claim; EUR 3,000,000.00 (three million/00) for personal



injury with a limit of EUR 1,000,000.00 per injured person; EUR 3,000,000.00 (three million/00) for damage to property and animals.

The policy shall specify that persons are to be understood to include service users and third parties, and must provide cover for the accidents of service users.

The aforementioned policy must cover the maximum duration of the concession contract.

The EUI shall be exonerated from any liability for damage, accidents or other occurrences that may occur to all personnel employed by the concessionaire engaged in the service, it being agreed in this respect that any charge is to be understood as already included or compensated for in the concession contract.

All personnel employed by the concessionaire are obliged to promptly notify the administration of the EUI of all accidents or injuries that may occur at the facility, with a written report, which may also be sent by e-mail, and with a declaration that the accident has been reported to their insurance company.

### Article 8. 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, **site inspection can only be carried out on 14/05/2024 at 14.30** (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 Real Estate and Facilities Service, **using the email address: [inforefs@EUI.eu](mailto:inforefs@EUI.eu), by 17.00** (Italian time) **on 13/05/2024, 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. **Any requests for site inspection sent by any economic operators after the above-mentioned deadline shall not be considered valid by the contracting authority and shall not be allowed to participate in the site inspection and, as a consequence, shall not be allowed to submit a valid tender for this procurement procedure.** 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 and concession (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 9. 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 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.76/2023 of 20<sup>th</sup> December 2023](#))).



In addition to the above, *contracts* cannot be awarded to a *tenderer* who, during the concession 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*, such declaration on honour should be included in the offer for each member of the *joint tender*/consortium.

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 concession procedure.

## Article 10. Selection criteria

**General requirements:**

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

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

**Economic and financial capacity:**

- e) being in a stable financial position (financial viability) → possession of 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*;
- f) having generated a minimum turnover in the last 3 (three) financial years for which accounts have been closed of at least €200.000,00 (two hundred thousand/00). For *economic operators* who have started their activity less than 3 years ago, it is required that they have generated a turnover not less than the one indicated above for the period of activity (proportionally calculated);

**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 (2021-2022-2023) with the sums, duration and if recipients are public or private;
- i) having carried out, with reference to the last three school years (2020/21 - 2021/22 - 2022/23), at least 2 concession management services for nursery schools on behalf of public or private clients or with autonomous management of facilities having the following minimum characteristics:
  - i. At least 20 enrolled children per managed service per school year;
  - ii. Duration of at least one school year;
- j) Ensure the presence within the proposed personnel for the provision of the service of at least one operator with B2 level proficiency in the English language and at least one with B1 level proficiency in the English language (self-certification sufficient for both cases).

**❖ 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;
- a document attesting that the *tenderer* had a minimum turnover in the last 3 (three) financial years for which accounts have been closed of at least €200.000,00 (two hundred thousand/00);
- 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 (2021-2022-2023) with the sums, duration and if recipients are public or private;
- a document stating that the *tenderer* carried out, with reference to the last three school years (2020/21 - 2021/22 - 2022/23), at least 2 concession management services for nursery schools on behalf of public or private clients or with

autonomous management of facilities having the following minimum characteristics:

- i. At least 20 enrolled children per managed service per school year;
- ii. Duration of at least one school year;
- self-certification by the tenderer attesting that the presence within the proposed personnel for the provision of the service of at least one operator with B2 level proficiency in the English language and at least one with B1 level proficiency in the English language.

In the case of a Temporary Group of Companies (TGC - joint tender) and/or consortium, all the above-mentioned requirements must be possessed by each one of the members making up the grouping and/or consortium apart from points f), i) and j) that will be verified considering the TGC and/or consortium as a single entity.

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 11. 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 provided by Annex II B.

TABLE I				
DESCRIPTION				MAXIMUM SCORE
A	Educational project for children attending the <i>EUI crèche</i> (not exceeding a maximum of 30 A4 pages, double-sided)			<u>35</u>
	A1	Pedagogical-didactic project	10	
	A2	Educational guidelines and proposed methodology	5	
	A3	Management of “differences”: disabilities, etc.	5	
	A4	Modalities of initial reception, integration, acclimatisation and flexibility in their management	5	

	A5	Free activities to be offered during the educational year	5	
	A6	Ways of involving families	5	
B	Proposed staff organisation			<u>15</u>
	B1	Proposed staff organisation (timetables, shifts, co-presence by section)	10	
	B2	Professional quality of the co-ordinator, attested by CVs.	2.5	
	B3	Refresher training courses	2.5	
C	Previous experience in the management of day-care services/occasional childcare on the basis of certificates of good performance of the service carried out at contracting authorities.			<u>10</u>
D	Possession of ISO 9001:2008 or ISO 9001:2015 certification for the design and provision of educational and care services for children, or certification equivalent to the above.			<u>2.5</u>
E	Possession of UNI 11034:2003 certification for the design and provision of educational and care services for children, or equivalent certifications.			<u>2.5</u>
F	Proposed improvements (e.g. offering the service of organising summer camps Art. 7.2.3 CSA, possible extended opening hours, organisation of special events, proposed registration fee (including insurance), etc.).			<u>5</u>

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 but for criteria D and E:

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

### **B - Allocation of points for financial evaluation criteria**

The maximum score available for the price (P) is 30 points, which will be assigned to the *tender* that proposes the best price  $P = P1 + P2$ , where P1 is the best price offered for the management of nursery service "*EUI crèche*" and P2 is the best price offered for the occasional childcare service "*EUI garderie*".

Other *tenders* will be assigned scores (rounded to the second decimal place, if necessary) proportional to the ratio between the best price offered and the price offered by each *tenderer* for each of the two aforementioned services, P1 and P2.

Best price offered
$P1 = 25 \times \frac{\text{-----}}{\text{Price offered}}$

Best price offered
$P2 = 5 \times \frac{\text{-----}}{\text{Price offered}}$

$P$  = points assigned to the *tender* P1 + points assigned to the *tender* P2.

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

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

## **CHAPTER IV - FINAL PROVISIONS**

### **Article 12. Sanctions and penalties mechanism**

- ❖ For each of the following breaches, the penalty imposed on the Licensee shall be €1.000,00 (one thousand/00):
  - failure to replace personnel in a timely manner;
  - failure to comply with the obligations of the concessionaire as set forth in **Article 7.10 Obligations of the concessionaire**;
  - reduction of personnel below the statutory thresholds or employment of professionally unsuitable personnel.
  
- ❖ For each of the following breaches, the penalty imposed shall be €500,00 (five hundred/00):
  - performance of the service that does not comply with the provisions of the tender specifications and the tender;
  - failure to comply with the staff attendance hours indicated in the tender;
  - non-observance of hygiene and sanitary standards by the personnel assigned to the service;
  - failure to implement any additional services offered in the tender;
  - failure to renew the insurance policies required under **Article 7.12 Insurance Policy**.

### Article 13. 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;
- A copy of the insurance policy as described in Article 7.12 of these TS;
- [the non-disclosure agreement related to the protection of personal data as provided for by the applicable rules of the [EUI Data Protection Policy](#), that will be provided in due time by the EUI to the successful tenderer.

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

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

### Article 14. Contract management

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

- the Director of Real Estate and Facilities Service (REFS).

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

- the crèche supervisor of Real Estate and Facilities Service (REFS).

### Article 15. List of tender documents

The tender documents of the present concession 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;
- Annex II E – Regulation of “*EUI crèche*” and “*EUI garderie*”;
- Annex II F – EUI Holidays.