

EUI/2009/BOOKS
Tender for the Supply of Books
to the European University Institute, Florence, Italy

ToC

Document I: Open Invitation to Tender

Document II: Specifications for Technical and Economic Proposals

Document III: Tender Information and Documentation

1. Information about the Tenderer
2. Forms to be used for submitting proposals related to each Lot
 - a. Technical proposal
 - b. Economic proposal
3. Declaration concerning exclusion criteria (Annex I)
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EUI/2009/BOOKS
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to the European University Institute, Florence, Italy

DOCUMENT I - Open Invitation to Tender

Dear Sir/Madam,

We are pleased to invite you to participate in this Open Invitation to Tender for the supply of books to the Library at the European University Institute.

The European University Institute (EUI), a doctoral and postdoctoral research institute in the social sciences, is an International organization, located in Florence, Italy. The Institute was set up by the Convention 19/4/1972, which was ratified by the then Member States of the European Communities. Activities started in September 1976 (OJ C 029, 9/02/1976, pp. 1-10).

The EUI Library, which is the authorising officer, is looking for a supplier who can meet the expectations and needs of the Library with respect to a fast book delivery, in addition to a high quality service and an economically interesting offer.

The Library holdings include various types of documents in various languages, covering the subject areas of Economics, Law, History and Civilization, and Political and Social Sciences.

The annual budget for the acquisitions of monographs amounts to approx. €215,000.

The Invitation to Tender is in accordance with the procedures and internal rules of the EUI. These are the Decision of 5/2003 of the High Council (Financial Rules of the EUI) and the Decision 36/2004 of the Principal (Regulation of the procedures to be followed for the award of contracts). These documents are available upon request. Conditions for participation are listed in Document III - Tender Information and Documentation.

1. Publication of the documents

The Invitation to Tender and all associated documents are published on the website of the European University Institute: <http://www.eui.eu/About/PositionsAvailable.shtml#BooksSupplyTender>

The Invitation to Tender includes the following documents:

- Document I: Open Invitation to Tender
- Document II: Specifications for Technical and Economic Proposals
- Document III: Tender Information and Documentation



1. Information about the Tenderer
2. Forms to be Used for Submitting Proposals Related to Each Lot
 - a. Technical Proposal
 - b. Economic Proposal
3. Declaration Concerning Exclusion Criteria (Annex I)
4. Declaration Concerning the Clause on Disputes and Arbitration (Annex II)

The Invitation to Tender is divided in various lots. The tenderer may submit an offer for one or more lots. Proposals for each lot will need to be in compliance with the specifications (Doc. II). Each lot will be assessed separately, and the tenders ranked accordingly. The EUI will use this established ranked list of tenders where and when necessary, as spelled out in Document II B1.16 (Defaults).

- | | |
|--------|--|
| Lot 1. | Books published in the United Kingdom, USA, and/or English language |
| Lot 2. | Books published in France and/or French language |
| Lot 3. | Books published in Germany and/or German language |
| Lot 4. | Books published in other countries/languages: Italy and/or Italian language; BENELUX and/or corresponding languages; Spain and/or Spanish language; Portugal and/or Portuguese language; Eastern Europe and/or Eastern European languages; others (Scandinavia and/or Scandinavian languages / Greece and/or Greek language, etc.
N.B. Offers may be submitted for one country/language, some or all countries/languages of this lot (Lot 4). |

2. Duration of the contract

The contract will be concluded for one year, renewable annually, up to a maximum of 5 years.

3. Conditions for Participating

a. Eligibility

Participation in tendering procedures is open on equal terms to all natural and legal persons.

b. Protocol on the privileges and immunities of the EUI

The EUI is exempt from customs duties, indirect taxes and sales taxes under Article 5 of the Protocol on the Privileges and Immunities of the European University Institute. The successful tenderer will be given the necessary instructions by the authorizing officer.

c. Subcontracting

Subcontracting is not permitted.

d. Information about the Tenderer

All tenders must be submitted by a clearly identified tenderer. Tenderers must complete the forms as listed in Document III. These forms must be signed by the tenderer or a person duly authorised by him. They must be accompanied by all the supporting evidence described in the relevant forms.

Tenderers must give proof of at least three years of provided services.

e. Exclusion criteria

- i. Tenderers must certify that they are not in one of the situations listed above, by completing and signing the form in Annex I - “Declaration Concerning Exclusion Criteria”.
- ii. Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:
 - a. are subject to a conflict of interest;
 - b. are guilty of misrepresentation in supplying the information required by the authorising officer as a condition of participation in the tender procedure or fail to supply this information.

f. Selection criteria

Tenderers must provide evidence of economic, financial, technical and professional capacity. Tenderers who do not provide the documentation specified, or who are judged, on the basis of the documentation provided, not to have fulfilled the criteria specified below, will be excluded.

i. Economic and financial capacity

Tenderers must provide evidence of the economic and financial capacity by presenting the balance sheets or extracts from balance sheets for at least the last two financial years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established.

ii. Technical and professional capacities

The tenderer must comply with the criteria as described in Document II Specifications for technical and economic proposals, B Technical specifications.

4. Submission of the bids

Bids must be drawn up in English. Each bid must contain one original and two copies.

Tenderers may submit offers:

a) by registered post, or by courier not later than 31/03/2009 in which case the evidence of the date of despatch shall be constituted by the postmark or the date of the deposit slip, to the following address:

**European University Institute
Protocol office
Invitation to Tender EUI/2009/Books
Via dei Roccettini 9
50014 San Domenico di Fiesole (FI)
Italy**

b) by hand delivery by the Tenderer in person or by an agent, no later than 17h00 (Central European Time) on 31/03/2009, against a dated and signed receipt, to:

**European University Institute
Protocol office**



Invitation to Tender EUI/2009/Books
Via dei Roccettini 9
50014 San Domenico di Fiesole (FI)
Italy

The EUI is open Monday to Friday from 8.30 to 17.00. It is closed on Saturdays and Sundays.

Tenderers are requested to inform the EUI to: LibraryTender@eui.eu when their offer has been despatched. The EUI will acknowledge reception of the email.

Tenders shall be submitted in two envelopes. The envelopes must be sealed. If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across that tape.

The envelope for the Technical Proposal must be marked **“Envelope A - Technical Proposal”** and must contain the original plus two copies of the Technical Proposal and all signed Annexes and Forms including balance sheets (Docs III.1, III.2.a, III.3, and III.4);

The envelope containing the Economic Proposal must be marked **“Envelope B - Economic Proposal”** and must contain the original plus two copies of the Economic Proposal (Doc. III.2.b).

Envelopes A and B must be placed together and sealed in another envelope marked: **“Open Invitation to Tender EUI/2009/Books – EUI Library – Not to be opened by the mail service”**. This envelope must be placed in a larger envelope and delivered to the European University Institute at the address above.

5. Instructions on Tenders

The Tenderer must provide in the bid all the completed and signed forms which are part of Document III-Tender Information and Documentation.

Tenders must be:

1. Drawn up on the Forms included in Document III – Tender Information and Documentation, using headed notepaper (or alternatively stamping each page) and signed/initialled on each page;
2. Perfectly legible in English so that there can be no doubt as to the words or figures;
3. Signed by the Tenderer or by his/her duly authorised representative.

Submission of a tender implies acceptance by the Tenderer of all the terms and conditions contained in the tender documents listed under point 1 of this Invitation.

6. Period of validity of Bids

Tenderers must keep their bids open, in respect of all the conditions therein, for a period of 3 months after the deadline for the submission of bids.

The Invitation to Tender is in no way binding on the EUI. The EUI's contractual obligation commences only upon signature of the contract with the successful Tenderer.

Up to the point of signature, the authorising officer may either abandon the tender or cancel the award procedure, without the candidates or Tenderers being entitled to claim any compensation. The Tenderer will be informed in such case.

7. Contact between the authorising officer and the Tenderers

Contacts between the authorizing officer and Tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

Before the final date for submission of tenders:

- At the request of the Tenderer, the authorising officer may provide additional information solely for the purpose of clarifying the nature of the contract.
- Any request for additional information must be made in writing only to the e-mail address LibraryTender@eui.eu.
- Requests for additional information/ clarification received less than five days before the closing date for submission of tenders will not be processed.
- The authorising officer may, on his/her own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tender.
- Any additional information, replies to questions, including those referred to above, will be published on the EUI website.

After the opening of tenders:

- If clarification is required or if obvious clerical errors in the tender need to be corrected, the authorising officer may contact the Tenderer provided the terms of the tender are not modified as a result.
- Tenderers will be informed of the outcome of their bids, which is expected to be known by 30/06/2009.

8. Data protection

Tenderers are informed that offers will be treated confidentially according to EUI policy¹. For the purposes of safeguarding the financial interests of the Institute, personal data may be transferred to internal audit services.

Yours faithfully,



Marco Del Pantà Ridolfi
Secretary General

¹ <http://www.eui.eu/About/DataProtection/>

EUI/2009/BOOKS

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DOCUMENT II

Specifications for Technical and Economic Proposals

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A INTRODUCTION

1. Preamble

- A tenderer may apply for one or more lots, and/or for a subsection of Lot 4 (see Section F). Specifications must be applied to every lot.
- Optional added-value services may be offered in combination with required services.
- When submitting the tender, the economic proposal should be presented separately from all other information. When preparing information relating to price, it should be clear to which lot it refers to.
- The terms used in these specifications are defined in Section E of this document.

2. Technical proposal information

2.1 Specifications to be addressed for every lot

- book supply standard and rush (compulsory)
- added-value services (optional)

These are explained in the following paragraphs.

2.2 Book supply: definitions

Orders by the client are placed by electronic means, fax, or post.

- Despatch of standard ordered material by the supplier is expected within six weeks of the order date.
- Despatch of rush-ordered material should be within five working days of the order date, and delivery within five working days of the despatch.

2.3 Added value services

Added value services are services which may be offered, such as provision of selection aids, alerts, catalogue data, physical processing of selected items, etc.

3. Economic proposal information

3.1 Base for price

Suppliers are requested to offer a price based on the "publisher's list price" (See Section E - Terminology).

The supplier should define a percentage of the list price they will charge the EUI Library - for example, an offer at "100%" means the EUI Library will pay the price in the publisher's catalogue or printed on the book. An offer of "95%" means the EUI will receive a 5% discount on the 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.

4. Exclusion, selection and award criteria

4.1 Exclusion criteria

"Exclusion criteria" are general criteria related to legal and financial requirements stated in the tender documentation. Exclusion criteria are eliminatory (see Doc. II – Annex 1).

4.2 Selection criteria

"Selection criteria" relate to the acceptance of the minimum requirements by tenderer as stated in the specifications in this document. Selection criteria are eliminatory.

4.3 Award criteria

"Award criteria" take into account both the technical and economic proposals submitted. The contract will be awarded to the tenderer submitting the bid that offers the best value for money. Award criteria are specified in Section D. A summary is given in Section D.3. The award criteria will be the basis for the ranking of suppliers.

5. The assessment process

5.1 Lots

Proposals will be assessed on a lot-by-lot basis (a Supplier may have a high rating for one lot and a lower rating for another lot). Lots are specified in Section F.

5.2 Exclusion and Selection

Proposals will be assessed first according to the Exclusion criteria. Proposals which do not meet the Selection criteria will also be eliminated. It is important that all required information be supplied and attention be paid to the required procedures.

5.3 Score

Maximum score is 100, composed in the following way:

Technical proposal: Maximum Score of 60

Economic proposal: Maximum Score of 40

See Section D (AWARD CRITERIA) for details.

B TECHNICAL SPECIFICATIONS

1. Required services: selection criteria for standard and rush supply of books

Rush order services are a required service. Describe how your company will comply with the following requirements and if it can accept the following clauses.

1.1 Supplier's specialization

Suppliers may apply for one or more lots. Each lot should be clearly indicated. Lots are listed in Section F.

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

- i. The supplier should submit, for every lot an estimate (in percentage) of the current stock.
- ii. The supplier should submit its arrangements with publishers in cases where books are not in stock. Please indicate how quickly these may be supplied, in approximately 90% of cases, and what guarantees can be offered.
- iii. Please supply the names and addresses of three university/academic/research libraries among your customers that may be contacted.

1.2 Before an order is placed

- i. The Client may request information prior to placing orders with respect to the availability of a title, price, etc. A reply to information requests must be given within three working days for standard orders and within one working day for rush orders.
- ii. Price quotes in response to enquiries must be firm, and should indicate both the publisher's list price and the fully-inclusive price to be paid by the Client.

Clauses

- i. Failure to meet the stated deadline for responding to an information request may be regarded as a default (see 1.16), and may lead to the enquiry being redirected elsewhere without further notice. (Note that an acceptable response may be to acknowledge the request and state that the information is not immediately available. In that case a new deadline for substantive response must be offered. The Client will communicate if this deadline is not acceptable).
- ii. An information request is not an order or a commitment to order.

1.3 Placing an order

- i. Orders are placed by secure electronic means, or by e-mail or fax signed by a EUI Library officer, or through EUI Library order forms.
- ii. When requested, receipt of orders must be confirmed.
- iii. The normal deadline for Rush orders is ten working days, unless otherwise indicated in the specific order. If it is not certain that the item will be available for despatch in time to meet the deadline, the Supplier must notify the Client within one working day of order receipt, by email, telephone, or fax. If there is no communication then the deadline is assumed to have been accepted.

Clauses

- i. Orders for documents will list the publisher's list price, as known by the Client. The pricing formula must nevertheless be applied to these prices and be stated in the invoice.
- ii. Prices may occasionally be estimated, and the Client does not in any event undertake to supply accurate publisher's list prices.
- iii. It is the Supplier's responsibility to establish the publisher's valid list price, and to ensure that charges to the Client are based on this or on a lower price.

1.4 Price variation

- i. Describe your communication policy related to price variations (in cases where the actual price is higher than the price in the order document).

1.5 Pending Orders

- i. On request, the Supplier shall supply within five working days a report of all outstanding orders, including price, date of order and agreed despatch date (if any).
- ii. The Client may seek confirmation that a 'rush' order is progressing to meet the deadline, and if so, a response must be given within one working day.

1.6 Fulfilment and delay

For the research carried out at the EUI the fast delivery of ordered books is very important.

- i. Standard
 - 1) Describe arrangements for the normal frequency of shipments. Are all available items shipped on a regular basis, or is there a minimum shipment size/value, or would shipping be done only in case of completed orders? Prompt shipment of available items is preferred.
 - 2) Normally, despatch of items must be within a maximum of six weeks of the order date. If an order, or item within an order, is not likely to be despatched in that time the Client must be informed. This report should be despatched within ten 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').
N.B.: Please indicate if books can be supplied within a shorter time frame.
- ii. Rush
 - 1) Describe arrangements for the fulfilment of 'Rush' orders. Despatch should be within five working days of the order date.
 - 2) If a 'Rush' item is likely to miss its deadline, or is unavailable from the publisher/distributor, the Client must be notified no longer than one working day after the Supplier has been notified of the problem.
 - 3) 'Rush' items that fail to meet the accepted deadline may be subject to the pricing regime for standard orders, at the discretion of the Client.

Clauses

- i. If the Supplier does not communicate a likely delay which is accepted by the Client, and the order (or an item in it) is not despatched within six weeks or by the agreed date, this constitutes a default (see 1.16).
- ii. Orders for items that fail to meet accepted deadlines for delivery may be cancelled or returned without penalty.

1.7 Despatch and transport

- i. The standard delivery method used must be one that ensures arrival at the EUI within eight working days of despatch. The method of despatch must also include a verifiable date of despatch. N.B. Please indicate if a faster delivery can be provided.
- ii. Delivery of rush orders must be within five working days of despatch.
- iii. Each package or container delivered shall be marked by the Supplier with the address stated in the order.
- iv. A delivery slip with the EUI order number must be included in the book or in the parcel (it may also contain the list of the whole content of the parcel).
- v. The Supplier has full responsibility for items up to the point of acceptance by an authorised officer of the EUI. Record of delivery is the Supplier's responsibility: all queries must be responded to within five working days.

Clauses

- i. Insurance of items in transit is the responsibility of the Supplier and at the Supplier's expense.
- ii. The Supplier is liable for any loss and/or damage to goods due to inadequate packing, marking or loading carried out or arranged by the Supplier, wherever the loss/damage occurs.
- iii. Failure to observe the time limits for despatch constitutes a default (see 1.16).

1.8 Cancellation clauses

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

1.9 Guarantee and returns clauses

- i. If books are supplied which on delivery are found to be faulty or damaged or which otherwise fail to comply with the contractual requirements, the defective goods must be replaced by the Supplier at his/her own expense not later than 20 working days after notice from the Client regarding the defects in the goods. If the supplier does not remedy the defect(s) in the goods, the Client shall be entitled to cancel the order. The Supplier is liable for the cost of return of defective goods in such cases.
- ii. The Supplier 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 Client, the Supplier shall accept items that have been supplied from stock. In cases where the Client requests return of a special item, the Supplier may seek the agreement of the publisher/distributor. In case the publisher/distributor does not accept a return, the Supplier 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 Supplier shall be borne by the EUI.
- v. A credit note shall be issued immediately on receipt of an item accepted for return.

1.10 Invoicing

- i. The Supplier must supply the EUI with original invoices, in duplicate. Each invoice shall be prepared as specified below. The Supplier shall present the invoices to the EUI upon delivery or partial delivery of the order.
- ii. Invoices may arrive with the books to which they refer (in the same delivery) or may be sent by post or by electronic means, if a delivery slip is inserted in the package or in every book.
- iii. The Supplier may invoice in the currency of their country of origin. Different conditions may be defined in the contract.
- iv. Invoices must always specify:
 - The EUI order number
 - The client address as specified in our order
 - The title/author (short)
 - Edition (if relevant)
 - Volume / Number or specific title, in case of multi-volumes works or series.
 - The publisher's list price for all items.
 - The total publisher's list price.
 - That the EUI's VAT exemption has been respected
 - The total price, having applied the pricing formula agreed in the Economic proposal. The currency must be clearly indicated.
 - The exchange rate applied (reference: *Euro foreign exchange reference rate by ECB* <http://www.ecb.eu/stats/exchange/eurofxref/html/index.en.html>)
 - IBAN, BIC/SWIFT numbers for the Supplier

Clauses

- i. An incorrectly prepared invoice will not be paid until a corrected version has been provided.
- ii. Note: The Economic proposal establishes a pricing formula for standard and rush book supply to cover all costs of purchase, packaging, dispatch, customs duties, delivery etc. No additional charges other than specified here will be accepted. (See C.1)
- iii. Terms unilaterally included in invoices by the Supplier are not binding on the EUI, even when publishers have applied them to the Supplier.

1.11 Payment

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

Clauses

- i. Payment shall be in the currency of the invoice: however, in particular cases (problems for our Bank in paying certain currencies), the payment may be made in the equivalent of Euro calculated by the Bank, or using the official monthly exchange rate applied by the EUI corresponding to the month indicated on the invoice date.
- ii. Invoices will only be paid upon arrival of all items.
- iii. 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.

1.12 Performance on book supply

- i. For all book supply services, at least 98% of transactions must be completed as specified, without error or default.
- ii. Describe to what extent and how reports on performance against the specification will be provided.

Clauses

- i. The Client 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/suppliers which are giving cause for concern or which have an impact on current priorities.

1.13 Quality

- i. **Experience.** Describe for how many years you have provided these kinds of services. A minimum of three years in business is required.
 - Provide details of business dealings, relevant to this contract (e.g. similar customers, similar content supplied) in the last three years.
 - Provide any information on the stability of your client list during that time.
 - Provide any evidence of client satisfaction with the services delivered.
 - Provide any names and contact details of clients that we may contact for information regarding your performance.
 - 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.
 - Approach to assuring quality in meeting this Agreement.
- iii. **Association.** If applicable, provide information on the Supplier's membership of a trade association or similar.
- iv. **Staff.** If relevant, provide details of the standards set for personnel management of staff responsible for the execution of this Agreement. In particular, specify standards set for competence, training and development, and particular strengths, amongst the staff dealing with services described in this Agreement.

1.14 Management information

- i. Where total expenditure by the EUI with the Supplier is, or is likely to be, more than 50,000 Euro per annum, on request, in April, July, October and January, the Supplier 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

1.15 Contacts at management level and resolution of disputes

- i. The Director of the Library is ultimately responsible for the performance of contracts/orders under this agreement. Day-to-day placement of orders and other routine business will be handled by authorised Library staff members.

- ii. The Supplier must provide the name of a permanent staff member responsible for the execution of the agreement. Separate contact names should be given for overall contract management and for day-to-day business. Any change to the nominated contacts must be communicated in advance.
- iii. The language of communication shall be English, Italian, French or German, as specified by the EUI. Reasonable efforts will be made to match the language preference (English, Italian, French or German) of the Supplier, but a match cannot be guaranteed.
- iv. Except as specified elsewhere, or as agreed, the Supplier must reply to email, telephone, fax, or letter from the Client within five working days.
- v. For orders/contracts placed for a value of more than 10,000 Euro per annum:
 - The Client may, at its discretion, require a meeting to discuss contract performance. This may be a periodic meeting (normally no more than once or twice per annum) or exceptionally a meeting may be called to resolve a specific issue or issues (no more than once per month).
 - The Supplier shall ensure the attendance of a suitably authorised person at such meetings.
 - The Supplier shall produce a note of the main items discussed and action points arising from each meeting, within five working days. These notes are to be regarded as definitive after written agreement of the Client.
 - The Supplier's expenses in attending such meetings will be borne by the Supplier.
 - The location of meetings shall be either the EUI or the Supplier's premises, at the discretion of the Client. Another meeting place may be arranged by mutual agreement.
- vi. Describe any proposals to ensure a good and creative working relationship with the Client.

1.16 Defaults

- i. Failure to respond to information requests will lead to business being diverted elsewhere.
- ii. Failure to deliver as specified may lead to order cancellations.
- iii. Failure to invoice as specified may lead to late or contested payment.
- iv. Beyond these "penalties" arising from normal operations, a system of default and its management is in place as described in the following paragraphs.
- v. Any failure to deliver as specified, required or agreed, or according to normal business or legal standards, may be regarded as a default.
- vi. The main categories of default under this specification are:
 1. Generally, services, facilities or pricing not as described or required
 2. Generally, performance standards not as described or required
 3. Significant failure to supply for a country indicated as a specialisation (See B1.1)
 4. Failure to provide correct information (See B1.2)
 5. Not communicating as required, within the stated time limits (See B1.2, B1.5)
 6. Failure to despatch on time (See B1.5)
 7. Late delivery (See B1.6)
 8. Failure to present invoices as required (See B1.9)
 9. Delivery of incorrect items (See B1.11)
 10. Failure to provide service performance data and management information as described or required. (B1.12)
 11. Misrepresentation of past experience, client base, validated quality standards, etc. (See B1.13)
 12. Pricing/charging which is not based on the agreed policy (See C.1)

- vii. Defaults may be recorded by the Client. They will be classified as 'minor' or 'major' defaults. Any default not included in 'major' defaults (see below) will be considered as 'minor'.
- viii. Major defaults include:
 - misrepresentation
 - any failures in relation to 'Rush' orders
 - significant failure to supply for a country indicated as a specialisation
 - significant failures on pricing
 - persistent minor defaults in an area of service following a performance warning from the Client
- ix. The Client will record defaults specific to the EUI Library during the contract period.
- x. Following the recording of ten minor defaults, or one major default, the Client shall inform the Supplier and indicate areas for improvement.
- xi. A points system will apply with minor defaults valued at **5 points** and major defaults at **50 points**.
- xii. If a Supplier has 100 default points in any twelve month period, and these relate to more than 2% of all transactions with the Supplier, or relate to major defaults, the Client may issue a penalty notice sent in writing to the supplier. The Supplier will be informed in such case beforehand. All invoices relating to transactions from the date of the first recorded default to the last recorded default shall have a 1% discount applied. A credit note shall be issued within ten working days of notice by the Client.
- xiii. If subsequently the total of 200 default points is reached the discount shall be 2.5%, 300 default points 5%, 400 default points 7.5% and so on.
- xiv. The Client reserves the right to transfer future orders to alternative suppliers following the award of 200 default points in any twelve months. The Client reserves the right to terminate existing contract without further notice if 300 default points are awarded in any twelve months period.
- xv. An alternative supplier will be selected from the list of ranked suppliers.

2. Optional added value services

2.1 Introduction

- i. The EUI benefits from added-value services, and would like to keep and improve these in the future. Indicate which services you are prepared to offer, if any.
- ii. NOTE: If added-value services are offered, pricing policy and costs must be indicated. Pricing policies and costs for all such services must be provided for each service separately and be presented in a separate chapter within the economic proposal (see Section C.1.4).
- iii. Each service offered will be assessed separately. The assessment for the added value services is separate from the assessment for the required services. Addressing these is not compulsory, but a maximum score of 28% will be assigned to this assessment.

2.2 Standing orders

- i. If relevant, describe any service for standing orders for annual and monographic series.
- ii. Annual and monographic series orders are placed on the basis of year of publication.
- iii. Describe transition arrangements in case standing orders are being taken over from previous suppliers.

2.3 Tools for book selection, ordering and cataloguing

Book titles purchased are mainly in the English, French, German and Italian languages or, less frequently, in other official EU languages.

The Library Information System in use is Millennium, a product of Innovative Interfaces Inc.

To be considered eligible, any service must be compatible with EUI software systems. It must be made clear if a modification is required, or likely to be required, to achieve compatibility with EUI software systems. If necessary, further information on EUI systems can be requested from the Client prior to submitting the proposal.

The Client adopts AACR2, Level 2. Records are created in MARC 21 format. Authorities (Names, Subjects, Titles) are based on LC Authority File. Classification is carried on according to the Dewey Classification scheme, 21st Ed (other classification schemes are adopted by the Library for specific collections (law collection, EDC collection, and statistics collection)).

- i. If relevant, describe the online or printed catalogue of items available from stock or offered for purchase. Describe how the catalogue can be searched (also by subject, by audience). Please provide instructions (URL, username/password, etc.) to access your platform, if available. Describe any information that can be provided on the content and the intended audience of items through traditional or electronic means.
- ii. If relevant, describe any service you provide related to approval plan and alerts on new and forthcoming titles, its frequency, subject coverage, targeted audiences, etc.
- iii. If relevant, describe any service for profiling the clients' interests in terms of subject and non-subject parameters.
- iv. If relevant describe any possibility of accepting electronic orders provided by the Client according to the EDIFACT standard. Specify whether an order-receipt acknowledgement is offered.
- v. If relevant, describe any service to provide **order records** directly to the Library system.
- vi. If relevant, describe any service to provide **basic catalogue records** directly to the Library system (basic catalogue records are required to prepare orders, and are only useful if available before ordering).
- vii. Describe any service to provide **enhanced catalogue records**, directly to the Library system (full-marc records, including subject headings).
- viii. Supply a sample of twenty recent catalogue records created (ensuring a mix of record types) and the names of at least two customer organisations that may be approached for a reference.
- ix. If relevant, describe any service for classifying items according to the Client's scheme (details on request) and providing data directly to the Library system.
- x. If relevant, describe any service for supplying supplementary data on item content: abstracts, tables of contents, images, book covers, etc.

2.4 Physical processing

- i. The Client processes its new books as follows:
 - barcode on inside front cover
 - rubber-stamp on reverse title page, plus one other page
 - insertion of 1 security tag (3M compatible)
 If relevant, describe any service for providing any of these features.
- ii. Please specify in the economic proposal which services can be offered and how each of them influences the total price.
- iii. Describe your policy for dealing with returns and cancellations of items that have already received physical processing.

2.5 Order-status information

- i. Describe any facilities for consulting online the order status of items.
- ii. Describe any facilities for providing supplier reports by e-mail or by ftp, preferably according to the EDI standard.

2.6 Electronic invoicing

Describe any service for supplying electronic invoices according to the EDIFACT standard and/or to other formats supported by Millennium (e.g. Serials invoicing). Please supply samples of electronic invoices.

2.7 E-Books

Describe the e-books policy in terms of agreements with publishers (including terms of use), price-models, web platform (include the web address).

2.8 Other added-value services

- i. Please describe any further added-value services you wish to offer.
- ii. If relevant please describe any further service which may be compatible with the EUI Library system.
- iii. If relevant please describe any further service which is compatible with the EDI standards.

C ECONOMIC SPECIFICATION

1. Required services economic proposal

1.1 Pricing formula for standard book supply

State the pricing policy for **standard** book supply, in this format

Publishers list price @ xxx%

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

The rate xxx% should take into account 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.

1.2 Pricing formula for 'rush' order supply

State the pricing policy for **'rush'** order supply in this format:

- i. Basic price per item as a percentage of publisher's list price or cover price, Rushed as xxx%. (E.g. "95%" or "105 %"). This rate should take into account all discounts and all costs up to and including the delivery to the EUI.

Proposals submitted in other formats will not be accepted.

1.3 Pricing policies for both standard and 'rush' book supply

- i. The main base of the pricing, used for all material published or routinely distributed, is the **publisher's list price**.
- ii. In the absence of a publisher's list price, or in case of dispute, the base price shall be the marked cover price in the Supplier's stock, or, failing that, the lowest advertised price for public sale.
- iii. 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 Supplier if agreed for specific orders/contracts.
- iv. The formulae based on fixed percentages of publisher's list price will not be reviewed. (The publisher's list prices themselves may of course change.)
- v. Describe the pricing policy with regard to materials that must be specially imported into the EU; i.e., items with no publishers/distributors list price in the EU. (If these cannot be offered, state 'service not offered').

2. Added-value services economic proposal

If relevant please provide prices for each of the added-value services offered, as described in Sections B. 2.1-2.8 (standing orders, data services, physical processing, order-status information, electronic invoicing, e-books).

D AWARD CRITERIA

1. Technical proposal award criteria

1.1 Score for technical proposal

Maximum Score = 60

N.B. Decimal score is allowed (e.g. 0, 5)

1.2 Required services award criteria

- | | |
|---|----------|
| • Relevant stock and arrangements for supply from publishers (B.1.1): | Score 3 |
| • Information, communication (B.1.2-1.5): | Score 2 |
| • Fulfilment and delivery (B.1.6-1.7): | Score 15 |
| • Invoicing, cancellations, returns (B.1.8-1.12): | Score 4 |
| • Quality aspects (B.1.13-1.15): | Score 8 |

Total for required services award criteria: Score 32

1.3 Added-value services award criteria

- | | |
|--|----------|
| • Standing orders (B2.2): | Score 1 |
| • Tools for book selection, ordering and cataloguing (B2.3): | Score 15 |
| • Physical processing (B2.4): | Score 1 |
| • Order-status information (B2.5): | Score 5 |
| • Electronic invoicing (B2.6): | Score 4 |
| • E-books and other added-value services (B2.7-8): | Score 2 |

Total for added-value services award criteria: Score 28

2. Economic proposal award criteria

2.1 Score for economic proposal

Maximum score = 40

- Price should be offered according to INTRODUCTION (A.3.1.) and ECONOMIC PROPOSAL (C.1-2)
- The economic proposal will be scored for standard and 'rush' order supply according to the following formula:

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

Where:

- | | | |
|----------|---|---|
| Price | = | The percentage value of the price offered by the individual tenderer. |
| MaxScore | = | The maximum score assigned (34 for standard service and 1 for rush delivery). |
| MinPrice | = | Lowest percentage value of the price offered in the tendered bids. |

e.g.:

- Economic proposal for Standard services of the assessed tender = price@95%

- MinPrice for Standard service = price@80%
- MaxScore for Standard service = 34

$$\text{Score} = \frac{100-95}{100-80} \times 34 = \frac{5}{20} \times 34 = 8,5$$

2.2 Price award criteria for required services

- **Price for required services: Maximum Score: 35**

<i>Services</i>	<i>Score</i>
Standard service	34
Rush delivery	1

2.3 Price award criteria for added value services

- **Price for added-value services: Maximum Score: 5**
The following services will be evaluated; the score of each service will be:

<i>Services</i>	<i>Score</i>
Standing orders	1
Cataloguing and supplementary data	2
Physical processing	1
E-books and other added-value services	1

3. Summary of award criteria

- **Technical proposal:** **60**
 - Required services: 32
 - Added-value services: 28
- **Economic Proposal:** **40**
 - Required services: 35
 - Added-value services: 5

<i>Proposal</i>	<i>Service Type</i>	<i>Feature</i>	<i>Score</i>
Technical	Required	Stock (B1.1)	3
		Information, communication (B1.2-1.5)	2
		Fulfilment and delivery (B.1.6-1.7):	15
		Invoicing, cancellations, returns (B 1.8-1.12)	4
		Quality aspects (B1.13-1.15)	8
	Added Value	Standing orders (B2.2)	1
		Selection/ordering/cataloguing, etc. (B2.3)	15
		Physical processing (B2.4)	1
		Order status info (B2.5)	5
		Electronic invoicing (B2.6)	4
		E-books and other (B2.7-8)	2
	Total		
Economic	Required	Standard price (C1.1)	34
		Rush delivery (C1.2)	1
	Added value	Standing orders (C2)	1
		Cataloguing (C2)	2
		Physical processing (C2)	1
		E-books and other (C2)	1
	Total		
Grand Total (Technical + Economic)			100

E TERMINOLOGY

Authorising Officer – refers in practice to the head of service in charge of the launching and awarding of the contract within the limits of the powers of signature to him/her.

Best value - achievement of purpose at lowest available cost. NB achievement of purpose is primary. “Cost” rather than “price” is used, because costs inside the Library are also considered.

Book - printed monographic volume.

Client (note the capital “C”) - Director of the Library of the European University Institute, or an official authorised by the Director. 'Authorised officials' will be identified to Suppliers with a description of their roles.

Credit note - a note providing refund, valid against present or future invoices from the Supplier, without restriction. A “credit note” which takes the form of an extension of a specific subscription, or which is valid only for limited purposes, is not normally acceptable.

EUI - European University Institute

European Union, EU, - the present European Union of 27 member states.

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.

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

Series - books issued successively by the same publisher, in a uniform style and usually bearing a collective series title.

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.

Specification – set of requirements related to each Lot and each type of supply.

Supplier - the tenderer: suppliers, book dealers, publishers, wholesalers, bookshops.

Working days - are Monday-Friday, excluding recognised national public holidays in the country of the supplier or Client, 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.

F LOTS

1. Books published in the United Kingdom, USA, and/or English language (71.37%)
2. Books published in France and/or French language (7.65%)
3. Books published in Germany and/or German language (7.99%)
4. Books published in other countries/languages (12.99%): Italy and/or Italian language (5.8%); BENELUX and/or corresponding languages (2,7%); Spain and/or Spanish language (1.4%); Portugal and/or Portuguese language (0.4%); East Europe and/or Eastern European languages (1%); others (Scandinavia and/or Scandinavian languages / Greece and/or Greek language, etc (1.69%).

N.B. Offers may be submitted for **one** country/language, **some** or **all** countries/languages of this lot (Lot 4).

- N.B.**
1. Percentages refer to orders in 2008;
 2. The publications of the European Union (OPOCE – Luxembourg) and the Council of Europe (Strasbourg) are excluded from the tender;
 3. The client reserves the right to exceptionally place out-of-print, rare book, or very urgent orders with a bookshop of its choice.

EUI/2009/BOOKS

Tender for the Supply of Books
to the European University Institute, Florence, Italy

DOCUMENT III - Tender Information and Documentation

1. Information about the Tenderer

Name:
Legal form:
Country in which the business is registered (mandatory):
Registration number in the commercial register (mandatory):
VAT number:
Other means of proof that tenderer is a natural or legal person: If the tenderer is not included in a trade or professional register, and does not have an entry in the VAT register, then they must provide evidence of membership of a relevant organisation or provide a sworn declaration or certificate.
Usual office address:
Tel.: Fax: E-mail:
Representative duly authorised to sign on behalf of the tenderer:

Bank account number:

IBAN:

SWIFT code (BIC):

Name of bank:

Address of bank:

Signature by the Tenderer (or by his/her duly authorised representative)

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Place and Date

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EUI/2009/BOOKS

Tender for the Supply of Books to the European University Institute, Florence, Italy

Word version

DOCUMENT III –Tender Information and Documentation - 2. a. Technical proposal

Name of the Tenderer		
LOT Number		
Countries (only for lot 4)		
Required service	B1 ¹	Technical proposal (Required services are mandatory. Please fill in according to the Specifications)
B1.1 – Supplier's specialisation		
Stock	B1.1.i	
Arrangements with publishers	B1.1.ii	
Customers	B1.1.iii	
B1.2 - Before an order is placed		
Information provided	B1.2.i	To be accepted. No further description needed.
Price quotes	B1.2.ii	To be accepted. No further description needed.
B1.3 - Placing an order		
Order confirmation	B1.3.i-ii	To be accepted. No further description needed.
Rush orders deadlines	B1.3.iii	To be accepted. No further description needed.

¹ See details in Document II – Specifications for technical and economic proposals.

Required service	B1 ¹	Technical proposal (Required services are mandatory. Please fill in according to the Specifications)
B1.4 - Price variation		
Price variation	B1.4	
B1.5 - Pending orders		
Pending standard orders reports	B1.5.i	To be accepted. No further description needed.
Pending rush orders reports	B1.5.ii	To be accepted. No further description needed.
B1.6 - Fulfilment and delay		
Standard orders fulfilment	B1.6.i.1)	
Standard orders shipment delay	B1.6.i.2)	
Standard orders shipment default	B1.6.i.3)	To be accepted. No further description needed.
Rush orders shipment policy	B1.6.ii.1)	
Rush orders shipment delay	B1.6.ii.2)	To be accepted. No further description needed.
Rush orders shipment failure	B1.6.ii.3)	To be accepted. No further description needed.
B1.7 - Despatch and transport		
Standard delivery method	B1.7.i	
Delivery instructions	B1.7.ii-iv	To be accepted. No further description needed.

Required service	B1¹	Technical proposal (Required services are mandatory. Please fill in according to the Specifications)
Rush orders delivery method	B1.7.v	
B1.8 - Cancellation clauses		
Cancellation clauses	B1.8.i-iii	To be accepted. No further description needed.
B1.9 - Guarantee and returns clauses		
Guarantee and returns clauses	B1.9.i-v	To be accepted. No further description needed.
B1.10 - Invoicing		
Invoicing instructions	B1.10.i.iii	To be accepted. No further description needed.
B1.11 - Payment		
Payment terms	B1.11.i	
Forms of payment	B1.11.ii	
Statements of account	B1.11.iii	
B1.12 - Performance on book supply		
Satisfaction rate	B1.12.i	To be accepted. No further description needed.
Performance reports	B1.12.ii	
B1.13 - Quality		
Experience	B1.13.i	
Policy	B1.13.ii	
Association	B1.13.iii	

Required service	B1 ¹	Technical proposal (Required services are mandatory. Please fill in according to the Specifications)
Staff	B1.13.iv	
B1.14 - Management information		
Statistics to be provided	B1.14.i	To be accepted. No further description needed.
B1.15 - Contacts at management level and resolution of disputes		
Library contact	B1.15.i	To be accepted. No further description needed.
Supplier contact	B1.15.ii	To be accepted. No further description needed.
Communication language	B1.15.iii	To be accepted. No further description needed.
Supplier's replies	B1.15.iv	To be accepted. No further description needed.
Meetings	B1.15.v	To be accepted. No further description needed.
Working relationship	B1.15.vi	
B1.16 - Defaults		
Defaults description	B.1.16.i-xvi	To be accepted. No further description needed.

Added-value service	B2 ²	Available YES/NO	Technical proposal (Added-value services are optional. Please fill in according to the Specifications)
B2.2 - Standing orders			
Description	B2.2.i		
Orders management	B2.2.ii		To be accepted. No further description needed.

² See details in Document II – Specifications for technical and economic proposals.

Added-value service	B2 ²	Available YES/NO	Technical proposal (Added-value services are optional. Please fill in according to the Specifications)
Transition policy	B2.2.iii		
B2.3 - Tools for book selection, ordering and cataloguing			
Supplier's catalogue	B2.3.i		
Approval plan/ alerting services	B2.3.ii		
Targeted alerting profiling / services	B2.3.iii		
EDIFACT e-ordering	B2.3.iv		
Order records supply	B2.3.v		
Basic catalogue records supply	B2.3.vi		
Enhanced catalogue records supply	B2.3.vii		
Catalogue records sample / customers	B2.3.viii		Description in this box. Sample files to be sent to: LibraryTender@eui.eu
Classification numbers supply	B2.3.ix		
Supplementary data supply	B2.3.x		
B2.4 - Physical processing			
Available services	B2.4.i		
Costs	B2.4.ii		Not applicable. To be addressed in the Economic Proposal.
Returns and cancellations	B2.4.iii		

Added-value service	B2 ²	Available YES/NO	Technical proposal (Added-value services are optional. Please fill in according to the Specifications)
B2.5 - Order status information			
Online status information	B2.5.i		
Electronic supply of status information	B2.5.i		Description in this box. Sample files to be sent to: LibraryTender@eui.eu
B2.6 - Electronic invoicing			
Electronic supply of invoices	B2.6		Description in this box. Sample files to be sent to: LibraryTender@eui.eu
B2.7 - E-books			
E-books policy	B2.7		
B2.8 - Other added-value services			
Other added-values services available	B2.8.i		
Further EUI Library system compatibility	B2.8.i		
Further EDIFACT compatibility	B2.8.ii		

Signature by the Tenderer (or by his/her duly authorised representative)

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Place and Date

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EUI/2009/BOOKS
Tender for the Supply of Books
to the European University Institute, Florence, Italy

Word version

DOCUMENT III - Tender Information and Documentation – 2 b. Economic Proposal

Name of the Tenderer	
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LOT Number	
Countries (only for lot 4)	

State the pricing policy book supply, in this format¹
Publishers list price @ xxx%

Standard Book Supply Pricing Formula	
Rush Books Supply Pricing Formula	

¹ See details in Document II - Specifications for technical and economic proposals, point C. 1.

Added-value service	B2 ²	Available (YES/NO)	Economic proposal ³ Added-value services are optional. Please describe pricing policies or indicate “free of charge” where applicable.
B2.2 - Standing orders			
Description	B2.2.i		
Orders management	B2.2.ii		Mandatory
Transition policy	B2.2.iii		
B2.3 - Tools for book selection, ordering and cataloguing			
Supplier's catalogue	B2.3.i		
Approval plan / alerting services	B2.3.ii		
Targeted alerting profiling / services	B2.3.iii		
EDIFACT e-ordering	B2.3.iv		
Order records supply	B2.3.v		
Basic catalogue records supply	B2.3.vi		
Enhanced catalogue records supply	B2.3.vii		
Catalogue records sample / customers	B2.3.viii		
Classification numbers supply	B2.3.ix		
Supplementary data supply	B2.3.x		

² See details in Document II – Specifications for technical and economic proposals, point B 2.1-8.

³ See details in Document II – Specifications for technical and economic proposals, point. C. 2.

Added-value service	B2 ²	Available (YES/NO)	Economic proposal ³ Added-value services are optional. Please describe pricing policies or indicate “free of charge” where applicable.
B2.4 - Physical processing			
Available services	B2.4.i		
Costs	B2.4.ii		
Returns and cancellations	B2.4.iii		
B2.5 - Order status information			
Online status information	B2.5.i		
Electronic supply of status information	B2.5.i		
B2.6 - Electronic invoicing			
Electronic invoicing	B2.6		
B2.7 - E-books			
E-books	B2.7		
B2.8 - Other added-value services			
Other added-value services available	B2.8.i		
EUI Library system compatibility	B2.8.i		
EDIFACT compatibility	B2.8.ii		

Signature by the Tenderer (or by his/her duly authorised representative)

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Place and Date

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EUI/2009/BOOKS

Tender for the Supply of Books
to the European University Institute, Florence, Italy

DOCUMENT III - Tender Information and Documentation

3. Annex I - Declaration Concerning Exclusion Criteria

The Tenderer hereby declares:

- ❖ Not being in any of the following situations:
 - Being bankrupt or being wound up, or having their affairs administered by the courts, having entered into an arrangement with creditors, having suspended business activities, or being subject to proceedings concerning those matters, or being in any analogous situation arising from a similar procedure provided for in national legislation;
 - Having been convicted for an offence concerning one's professional conduct;
 - Having been declared guilty of grave professional misconduct;
 - Having not fulfilled 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 the candidate is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
 - Having been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity.
- ❖ The EUI will be informed immediately of any change in the above circumstances and at any stage during the execution of the contract;

The Tenderer gives proof of being in a stable financial position.

Signature and Stamp by the Tenderer (or by
his/her duly authorised representative)

Place and Date

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EUI/2009/BOOKS

Tender for the Supply of Books
to the European University Institute, Florence, Italy

DOCUMENT III - Tender Information and Documentation

4. Annex II - Declaration Concerning the Clause on Disputes and Arbitration

By signing this contract the following clause is accepted:

Any disputes arising out of the contract shall be subject to voluntary arbitration. Pursuant to Article 808 ter of the Italian Code of Civil Procedure, by derogation from the provisions of Article 824 bis, the parties agree that any dispute shall be settled by arbitration as follows:

The arbitrators shall be three in number, one for each party concerned and the third designated by mutual agreement of the first two; if no agreement can be reached the third shall be designated by the President of the Florence Bar Association at the instigation of either party. Arbitration shall take place in Florence.

The award shall be made within three months of the date of the first meeting of the board of arbitration with a chairman in place; the applicable regulations shall be those laid down from time to time by the board of arbitration; the award criteria shall be those laid down by Article 823 of the Italian Code of Civil Procedure.

Signature and Stamp by the Tenderer (or by
his/her duly authorised representative)

Place and Date

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