

**Subject: - Open Call for Tenders - Integrated Library System for the
European University Institute**

OP/EUI/LIB/2015/001

LIBRARY

Dear Sir/Madam,

1. The European University Institute is planning to award the public contract referred to above. The contract will be for twelve months, renewable up to six times (seven years in total), for an overall estimated value of Euro 520.000,00 (details in Articles 1-10 of the Tender Specifications)

The tender documentation consists in this letter, the Tender specifications (including the technical specifications) with its annexes and the draft contract.

2. If you are interested in this contract, you should submit a tender in English provided you comply with the conditions for participation to tenders as set out in Article 2.4 of President's Decision N° 44/2014 of 5 December 2014 implementing title V concerning procurement of the EUI's Financial Rules (Public Procurement Regulation).
3. You must submit your tender exclusively on paper, in one original and two copies, as well as a digital copy.

The tender must be placed inside two sealed envelopes, addressed as indicated below (double envelope system).

The inner envelope or parcel must bear, in addition to the name of the department to which it is addressed (in this case LIBRARY), the words 'Call for tenders — Not to be opened by the internal mail service'. If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across that tape.

The outer envelope or parcel should be sealed with adhesive tape and signed across the seal and carry the above mentioned information and the name of the tenderer.

The inner envelope or parcel must also contain four sealed envelopes, one containing the administrative documents, one the technical tender, one the financial tender, and one the supporting documents. Each of these envelopes must clearly indicate the content ("Envelope 1 –Administrative documents; "Envelope 2 –Technical Offer" "Envelope 3 –Economic Offer" and "Envelope 4 –Further documentation"). See Annex A (Checklist) for details.

Boxes may be used instead of envelopes if the size or weight of the tender so requires.

You must submit the tender:

- a) either by post or by courier service no later than 14/12/2015, to the address indicated below, in which case the evidence of the date of dispatch shall be constituted by the date of dispatch, the postmark or by the date of the deposit slip.
- b) or delivered in person by the tenderer or candidate in person or by an agent to the premises of the Institute no later than 17.00 PM on 14/12/2015 to the address indicated below. In this case, the tenderer must obtain a proof of receipt, signed and dated by the EUI's agent in the Protocol Office who took delivery.

The EUI's Protocol Office is open from Monday to Friday during business hours between 8.30 am-1.00 pm and 2.00 pm-5.00 pm. It is closed on Saturdays, Sundays and EUI public holidays and closure days.

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.

4. Signature and legibility of tender documents

Address where tenders must be submitted (by post/by courier or in person) :

CALL for TENDERS: **Integrated Library System; OP/EUI/LIB/2015/001**
EUROPEAN UNIVERSITY INSTITUTE
Protocol Office
Via dei Roccettini, n. 9
50014 San Domenico di Fiesole (FI)
Italia

All tenders must be:

- signed by an authorised representative of the tenderer;
- perfectly legible so that there can be no doubt as to words/terms and figures included;
- include the costing sheet or other model documents as indicated in the technical specifications;
- drawn up using the model reply forms in the tender specification.

5. Period of validity of submitted tenders

The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is six months from the date indicated in point 3 i.e. date of receipt of tenders.

6. Legal obligations related to the submission of a tender

Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the tender specifications and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. Submission of a tender is binding on the tenderer to whom the contract is awarded for the duration of the contract.

7. Costs

All costs incurred during the preparation and submissions of tenders are to be borne by the tenderers and will not be reimbursed.

8. Contacts

Contacts between the contracting authority and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

- Before the date indicated in point 3:
- * At the initiative/request of tenderers, the Institute may communicate additional information solely for the purpose of clarifying the nature of the contract. Such information shall be communicated on the same date to all interested tenderers.

Any requests for additional information must be made in writing only through e-mail to LibraryTender@eui.eu no later than five working days before the deadline for submission of tenders.

The contracting authority is not bound to reply to requests for additional information received less than five working days before the final date for submission of tenders.

- * The Institute, may, on its own initiative, contact the tenderers, if it discovers an error, a lack of precision, an omission or any other type of clerical defect in the text of the contract notice, invitation to tender or specifications and will inform all the persons concerned on the same date and in a manner identical with that applicable in respect of the original invitation to tender.
- * Any additional information including that referred to above will be posted on <http://www.eui.eu/About/ProcurementattheEUI/Callfortenders.aspx>
The website will be updated regularly and it is your responsibility to check for updates and modifications during the tendering period [add also for Restricted Procedure in two steps: sent simultaneously to all candidates invited to tender].

- After the opening of tenders

- * If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the tender must be corrected, the responsible officer may contact the tenderer(s), although such contact may not lead to any alteration of the terms of the tender.

10. Waiver

This 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.

11. Right of the Institute to cancel the procedure

Up to the point of signature, the Institute may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. This decision will be substantiated and the candidates or tenderers notified.

12. Alteration or withdrawal of tenders

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

12. Ownership of tenders

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

13. Award notice and information to tenderers

You will be informed of the outcome of this procurement procedure by e-mail with delivery receipts and by publication of the name of the successful tenderer on EUI's website: www.eui.eu/About/Tenders/Index.aspx.

It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check both the mailbox and the EUI's website regularly.

Please note that the awarded tenderer shall produce evidence of compliance with the conditions stated in Annex C "Declaration of honour" according to what established in [Annex IV of the President Decision 44/2014](#) before the signature of the Contract

14. Data Protection Policy

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to the [EUI's Data Protection Policy \(President's Decision No 40/2013 regarding Data Protection at the European University Institute\)](#).

Unless indicated otherwise, your replies to the questions and any personal data requested required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the Director of the Service in charge, acting as Data Controller.

Details concerning the processing of your personal data are available on the privacy statement at: <http://www.eui.eu/AboutTheWebsite/DataProtection.aspx>

15. Dispute settlement

Any dispute relating to a procurement procedure under the present rules shall be submitted in good faith by either party to mediation under the International Mediation Rules of the Milan Chamber of Arbitration. The request for mediation shall be submitted in writing to the Secretariat of the Milan Chamber of Arbitration at the latest within 13 days from the notification of the results of the adjudication pursuant to Article 38 of the EUI's Public Procurement Regulation (outlined in EUI President's Decision No. 44/2014 of 5 December 2014). If for any reason the dispute remains unsettled 60 days after the request for mediation, it shall be subject to arbitration under the Rules of the Milan Chamber of Arbitration to be commenced within the following 30 days. The seat of the arbitration shall be Milan and the language of the arbitration shall be English. The award shall be final and binding.

The arbitral tribunal shall apply the EUI's relevant regulatory acts, including the EUI's regulation on Public Procurement and the EUI's Financial Rules, complemented, where necessary, by the law of Italy.

16. Applicability of the Protocol on the Privileges of the European Institute

The tenderer acknowledges that the Protocol on the Privileges and Immunities (attached to the [Convention setting up a European University Institute](#)) of the European University Institute applies to all contracts signed with the Institute.

Josep Torn
Library Director

5 November 2015

(Original signed)