

CFT/EUI/REFS/2013/001

LETTER OF INVITATION

Object: Invitation to tender by open procedure for the awarding of security surveillance and logistic services for property locations of the European University Institute and the Historical Archives of the European Union.

To Whom It May Concern,

The European University Institute, an international research organisation created by the Member States of the European Community in a [convention](#) dated 19/04/1972, to provide academic training for PhD and post-doctoral specialisation in social sciences (<http://www.eui.eu>), is pleased to invite you to participate in the tender for the above-mentioned service. The tender will be conducted in accordance with this Letter of Invitation and the attached Special Tender Specifications.

1. General information regarding the tender

The contract consists in entrusting cleaning services, including the provision of security surveillance and logistic services for property locations of the European University Institute and the Historical Archives of the European Union, as described in Articles 6, 7, 8, 9 and 10 of the annexed Special Tender Specifications.

Services under this contract must be performed in compliance with the regulations in force, in accordance with the calendar of activities and festivities of the Client (Appendix A) and must constantly ensure optimum quality standards within the rooms, towards furnishings and any other objects included in the service.

2. Presumed value of tender

The total amount of the tender is estimated for the entire expected duration of 5 (five) years to be 1,500,000.00 (one million, five hundred thousand/00) euro, excluding VAT.

This amount has been hypothesised based on the average of service costs rendered in the preceding contract and is to be considered purely indicative, as per Tables 2.1, 2.2, 2.3, 2.4 and in the offer module.

3. Duration and expiry of the tender

The contract, subject to the provisions of Articles 24, 25, 26, 27 and 28 of the STS, has a duration of 60 consecutive months with effect from 01/09/2013 to 30/08/2018.

Upon expiry of the contractual relationship on 30 August, 2013, no written cancellation between the parties will be necessary due to consideration of the deadline being exhaustive with no possibility of tacit renewal.

Upon contractual expiration, should the practicalities pertaining to the entrusting of service for the proceeding period not be definitive and/or concluded, the Institute may request an extension of the contract beyond the natural expiration for a maximum period of 180 days, under the same contractual terms, without possibility for the contractor to claim any kind of compensation or price increase.

The contractor is subject to a trial period of 6 (six) months. At any time throughout this period, should the execution of service not correspond to that prescribed by the STS, or if ameliorative in the offer by the contracted party themselves, the Institute has the right to terminate the contract and award the service to the second-ranked company in the list, provided that their offer is responsive to the stated needs.

4. Minimum requirements for tender participation

To participate in the tender, bidders must be in possession of every one of the below-outlined requisites. Bidders in default of any single requirement will be excluded from the tender.

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General requirements

- 4.1 Enrolment on the C.C.I.A.A. (Chamber of Commerce, Industry and Arts and Artisans register of companies), with foreign companies to be enrolled in a professional or trade registry of the State of residence, together with holding an 'anti-mafia' certification and with a company focus including or at least consistent with that of the tender.
- 4.2 Certification of non-impediment to participate in public tenders pursuant to Article 38 of Legislative Decree 163 of 12 April, 2006 and successive amendments and supplements, or to stipulate contracts with public bodies.
- 4.3 To be in conformity with the norms on the right to employment of the disabled as provided by Legislative Decree 68/1999.
- 4.4 To be in conformity with the norms provided by Legislative Decree 383/2001 (Individual Reintegrated Plan).
- 4.5 Attestation of not being under the control of another competitor company, as per Article 2359 of the Italian Civil Code, nor in situations whereby offers emanate from a single decision-making centre. In alternative, it would be sufficient to provide a declaration of being

under such control, as outlined in Article 2359 of the Italian Civil Code, yet having autonomously formulated the offer presented. Such declaration must make clear any relevant existent relationships and need to be accompanied by any pertinent documents proving that the situation does not affect the offer.

- 4.6 Conformation with obligations relating to social security and welfare payments on behalf of employees in accordance with current legislation and in application of contractual norms within the sector.
- 4.7 Confirmation with the obligations of occupational health and safety, possession of accredited documentation of risk evaluation and to have appointed a person responsible for prevention and protection pursuant to Legislative Decree 81/2008 and subsequent amendments.
- 4.8 The undertaking, should the tender be awarded, to supply any relevant information to prove the regular contributions (DURC), pursuant to the regulations in force.
- 4.9 Having a number of employees not inferior to 60 (sixty) persons.
- 4.10 Holding a place of business within the city of Florence or alternatively, should the tender be awarded, to commit to the establishment of one within 30 (thirty) days of notification of award.
- 4.11 Attestation of having attended the site inspection referred to in Point 5 of this letter of invitation.
- 4.12 Attestation of being fully aware that for this contract there are risks of interference and to have taken this into account when formulating the offer.
- 4.13 Declaration of being aware of all general, particular and local circumstances barring none and of any other element which may directly or indirectly affect the implementation of service or the determination of the bid tendered and thus to declare this bid as remunerative, with the commitment to keep it valid and binding for 180 (one hundred eighty) days from the date of the deadline for its submission.

Requisites of economic-financial capability

- 4.14 Possession of two bank references issued by primary Italian banks or authorised intermediaries as per Legislative Decree 385/1993 issued later than this letter of invitation, stating that the bidding company has always paid its debts regularly and punctually and that it has the economic and financial capability to perform the services pursuant to this tender.
- 4.15 Budget extracts from the previous three financial years (2010-2011-2012). Essential conditions for tender participation, under penalty of exclusion from the same, is that the total turnover of the company resulting from the last three financial years is not less than 3,000,000.00 (three million/00) euro net of VAT.

Requisites of technical capability

- 4.16 A list of the principal services similar to those comprised in the tender have been carried out in the last three financial years (2010-2011-2012) with the description of the subject, the respective amount, dates and recipients, public or private, and the explicit declaration of regular execution of the same. In annex to the declaration must also be provided certificates issued and endorsed by the administrations of contracting locations in which the services were performed.

- 4.17 An essential condition constituted in participation of the tender, at the risk of exclusion, is that the amount invoiced for services equal to those in this tender effectuated in the last three financial years (2010-2011-2012) are to the value equal to 600,000.00 (six hundred thousand/00) euro net of VAT.
- 4.18 To have carried out, in the previous three years preceding publication of this notice (2010-2011-2012), on behalf of a single public or private client, a service similar to the subject of tender to the amount of at least 300,000.00 (three hundred thousand/00) euro, net of VAT.
- 4.19 Possession of the following valid certifications of quality: UNI EN ISO 9001:2008. In the case of the TAC, certification must be possessed by all members of the TAC or, in case of consortium, by all consortium members for the execution of service.
- 4.20 Declaration to have received and read this letter of invitation and the Special Tender Specifications with relative annexes and to wholly accept the prescriptions, clauses, restrictions, limitations and responsibilities contained therein as provided by Article 1341 of the Italian Civil Code, and that the service to be performed pursuant to the bid will be effectuated and conducted in conformity with all agreements, modalities and conditions of the acts of tender.

5. Site Inspection

In order to participate in the tender, tendering parties are obligated to effectuate an accompanied on-site inspection of the buildings subject to the tender, under penalty of exclusion. The on-site inspection will allow bidders to better take into account the particularities of the buildings and to see the areas of the locations in which services will be carried out.

Permitted at the accompanied on-site survey will be the owner, legal representative or a delegated person from the bidding companies (equipped not only with their own identity document, but also with the appropriate delegation signed by the company's legal representative and a photocopy of a valid identity document of the latter).

Under the principle of equality of treatment and uniformity of information, the survey will be carried out on **23 May, 2013 at 10.00am at the Badia Fiesolana premises**, via Badia dei Roccettini 9, San Domenico di Fiesole.

Bidding companies are therefore invited to fill in the "*Richiesta di sopralluogo*" module (Appendix C) together with any relevant delegation documentation, to be sent by fax to the Ufficio Logistico, at +39 055 4685344 before **midday on 22 May, 2013**. The original documentation must be handed to the Institute staff member accompanying those conducting the survey.

At the end of the site visit, the EUI Manager will issue all agencies present with **proof of inspection certification which is to be attached, under penalty of exclusion, to the administrative documentation** submitted for participation in the tender.

The knowledge of the areas and the spaces subject to the tender will result in the successful candidate being obliged to ensure the provided services respond perfectly to the qualitative, operative and functional characteristics described in the annexed Special Tender Specifications document, without prejudice to any eventual improvements offered in the tender.

Consequently, no claim or objection may be raised by the bidding Contractor regarding inconsistency or imperfect acquisition of facts relating to the location, spaces or for any difficulties that may arise, which could affect the functionality of the service and responsiveness of the same to the tender documents.

6. Modality of tender presentation

The bid must be delivered in three printed copies (one original plus two photocopies easily differentiated from the original) to the following address:

ISTITUTO UNIVERSITARIO EUROPEO
Ufficio Protocollo
Via dei Roccettini, n. 9
50014 San Domenico di Fiesole (FI)

and, at the risk of exclusion, be contained in a perfectly sealed envelope initialled over the seal. The bids may only be sent by overnight courier or hand delivered to the "Ufficio Protocollo" (Protocol Office) from Monday to Friday during working hours 8.30am-1 pm/2.00pm-5.00pm) before 5.00pm on 5th June, 2013 (absolute limit). In the former case shall be considered the date of delivery to the courier. All tender applicants must provide notification of dispatch of the envelope by e-mail to Surveillanceandlogistics.Tender@eui.eu. The Institute will acknowledge receipt thereof.

In addition to the names of the sender and addressee, the envelope must also bear the following inscription:

"GARA PER L'AFFIDAMENTO DEI SERVIZI DI SORVEGLIANZA E ASSISTENZA LOGISTICA PER GLI IMMOBILI SEDI DELL'ISTITUTO UNIVERSITARIO EUROPEO E DEGLI ARCHIVI STORICI DELL'UNIONE EUROPEA".

The envelope, at risk of exclusion from the tender, must contain three more envelopes as follows:

A) One envelope sealed (even just with adhesive tape) and initialled over the seal which, in addition to the name of the bidding company must bear the following inscription: "Busta n. 1 - Documenti amministrativi" and, at risk of exclusion from the tender, contain three copies (one original and two copies) of the following documents:

1. Certificates and declarations provided for in Point 4 of this Letter of Invitation. Such statements must be signed by the legal representative of the Contractor. In the case of TACs these documents must be countersigned by each legal representative of the companies temporarily grouped.
To the declarations must be attached a photocopy of a valid identity document of the undersigned.
2. A copy of this Letter of Invitation and Special Tender Specification documents without additions, alterations or integrations, signed on each page and with the last page bearing the stamp of the competitor together with the full signature of the owner or legal representative.
3. Certificate of registration on the Registro Prefettizio (Italian cooperatives only).
4. **For pre-existing TACs:** a special collective mandate with representation conferred by the principals, resulting from authenticated writing, or an authenticated copy thereof. Relative procura must be conferred to the company that legally represents the mandated company, as well as a declaration by the agency concerning the elements of service to be carried out by the individual agencies, including mandated agency.

For TACs not yet constituted: the commitment, should the tender be won, to create a special collective mandate conferring power of attorney to one of the associated companies (to be expressly specified) which will stipulate the contract on behalf of itself and the delegating companies, including the services to be performed by the individual companies including itself as delegate (or so-designated).

A company may not take part in the tender both individually and as a member of a Temporary Association of Companies, **under penalty of exclusion**, of the company and the Temporary Association of Companies. Participation is not permitted to companies, even as part of a TAC (whether controlled or controller) as provided by Article 2359 of the Italian Civil Code, with other companies taking part in the tender individually and TACs **under penalty of exclusion** from the tender of both the controlling and the controlled companies and also the TACs to which they may belong.

5. A bid bond corresponding to 2% of the estimated value of the tender, equal to 30,000.00 euro constituted of:
 - A bank guarantee or insurance policy, or policy issued by the financial intermediaries enrolled in the special register provided by Article 107 of Legislative Decree 385/93 and successive amendments and supplements. The bond covers the risk of failing to sign the contract.

The bond must have a duration of not less than 180 (one hundred eighty) days from the latest date by which the bid is to be tendered. It must also contain the clause that in any case, even after its expiry date, it will only cease to be operational on the issuance of a liberating letter by the Contracting Authority. It must also provide for waiving of the right to enforce prior payment by the principal debtor, and be accessible within fifteen days upon simple written request of the Contracting Authority.

No form of bid bond different from the above will be accepted. Bidding companies who present guarantees issued by intermediary companies which the Bank of Italy has prohibited from undertaking new transactions will be excluded from the tender.

B) A second envelope sealed (even just with adhesive tape) and initialled over the seal which, in addition to the name of the bidding company, must bear the following inscription: "Busta n. 2 - Progetto tecnico-organizzativo del servizio" and contain three copies (one original and two easily distinguishable photocopies) and on digital media a detailed description of the services offered. All must be in conformity with the requisites indicated in the Special Tender Specifications and relative annexes.

The technical project must be duly signed by the legal representative of the company (for Temporary Association of Companies it must be signed by the legal representative of each company in the TAC). It must contain all the documentation necessary and outline the technical characteristics, both qualitative and functional, of the systems, equipment and vehicles offered, together with any eventual offers of improvement.

Particular emphasis will be given to the degree of detail, clarity of presentation and descriptive method of the technical project presented.

The technical offer shall constitute an integral and substantial part of the contract with the obligation of the company awarded the contract to carry out the service in accordance with that declared and contained in the documentation submitted in the tender.

The aforementioned offer must contain:

1. A detailed technical report on the organisational system of the service, carefully detailing the programme for each of the activities described in Articles 6, 7, 8, 9 and 10 of the Special Tender Specifications (STS).
2. Reporting on the organisational structure and logistics proposed for the service in question, with details provided concerning all necessary measures, arrangements, interventions and actions required, including a trial programme, in order that under the new contract, continuation of service is ensured.
3. Description of the organisational and operational modes that will be adopted for substitutions required during periods of vacation and illness (rotation and staff replacement methods). These must show how to replace, even with jolly staff, personnel absent for holidays, sickness or other motives foreseeable throughout the employment relationship, in order to ensure the continuity of service, particularly during the summer months and in branch offices.
4. Description of the organisational and operational means dedicated to the handling of emergencies. For example, management of urgent requests even on public holidays and outside of usual work hours, timely intervention in the event of strikes, unavailability of resources and dedicated employees, etcetera.
5. Indicate training methods for personnel dedicated to the service, with an outline of the training plan divided amongst directive figures and operational staff. In particular, the following must be guaranteed: training courses on security, fire protection practices and first aid.
6. Indication of any eventual improvements of service that the tenderer wishes to offer at no additional cost to the Contracting Authority. Taken into consideration will only be those enhancements that, at the discretion of the judging Commission, are deemed valid and actually useful for the improvement of the service.

The competing company must indicate which of the information provided in the submitted tender constitutes technical or trade secrets which are therefore believed to be covered by confidentiality.

C) A third envelope sealed (even if just with adhesive tape) and initialled over the seal which, in addition to the name of the bidding company, must bear the following inscription: "Busta n. 3 - Offerta Economica". It must contain exclusively the economic bid in three copies (one original and two photocopies), and also provided on digital media. This economic offer must be written only on the forms devised for this purpose (Appendix G) and be undersigned by the legal representative of the bidding company. (For Temporary Associations of Companies, the bid must be signed by each legal representative of the TAC.)

The prices quoted must be expressed in figures and words and are understood to be non-inclusive of VAT.

7. Criteria of adjudication and parameters of bid valuation

Adjudication will be on the basis of “**the least expensive bid**” pursuant to the valuation conducted by the Institute’s competent internal board (Consultative Commission for Acquisitions and Markets), which will award each bid a maximum of 100 points divided on the basis of the following parameters and subdivided as follows:

MAXIMUM POINTS	
Economic valuation	40/100
Technical and quality valuation	60/100

The total points awarded to the bid will be the sum of the economic and the technical points obtained: **P bid = Pe economic valuation + Pt technical valuation**

The bidder with the highest total number of points will be the winner of the tender.

A - Attribution of points relative to methodological, technical e qualitative aspects of service

Each element will be assigned weighting factors whose sum is equal to 40, and which multiplied by the quality factor allocated at the discretion of the Board of Examiners (between 0 and 1), to determine the score attributed to each component below.

Methodology to guarantee the quality of the work force:

1. METHODOLOGICAL CRITERIA – DESCRIPTION		Max
1.1	Please indicate how the competing Contractor is structured to meet the demands of the EUI, in accordance with the description of the service rendered in the Special Tender Specifications (STS).	30.0
1.2	Please indicate the way in which the organisation of the services in this contract will be carried out whilst keeping any kind of interruption to a minimum.	7.5
1.3	Please indicate how any eventual new team members will be added to the team used for the actioning of services at the EUI.	3.75
1.4	Please describe how the competing Contractor intends to ensures correct training on procedures to apply and for all the issues mentioned in the STS for staff who will be employed in the procurement both upon its commencement and in the case of new additions to the team used for the carrying out of services at the EUI.	3.75
		45.0

Detailed information on additional services proposed to manage the contract:

2. ADDITIONAL SERVICES – DESCRIPTION		Max
2.1	Please indicate what additional services the Contractor may offer in order to improve the quality and reliability of services in this tender (patrols, equipment, additional systems/equipment, staff training, etcetera).	9.0
		9.0

Taken into consideration will only be those enhancements that, at the discretion of the judging Commission, are deemed valid and actually useful for the improvement of the service. In the event that the Commission does not consider the proposals actual improvements of service, the competitor will be given a score of 0. Similarly, if the description is not sufficient to effectuate a comprehensive assessment of the proposal, the Commission will not proceed with the evaluation and the tenderer will be given a score of 0.

Evaluation of quantitative parameters

Minimum notice by the EUI, expressed in hours, offered by the tending Contractor for:

3. QUANTITATIVE PARAMETRES – DESCRIPTION	Max
3.1 Variations to schedules, increase or decrease of the stations and the hours of service of T1 armed security, maximum accepted value 8 hours (see STS Article 6.2).	0.75
3.2 Change of schedules, increase or decrease of the stations and the hours of service of T2 logistic services, maximum accepted value 8 hours (see STS art 7.2).	0.75
3.3 Increasing or decreasing the locations to be inspected and the number of checks throughout the inspection service of the areas T3, maximum accepted value 6 hours (see STS Article 8.1).	0.75
3.4 Variation of schedules, increase or decrease in trips, changes to routes and hours of service of T4 armed security, maximum accepted value 8 hours (see STS Article 9.1).	0.75
3.5 Request for additional service of supervision with armed security guard, day or night, at one or more T5 Institute locations, maximum accepted value 12h (see STS Article 10).	0.75
3.6 Additional service request for change of logistic services at one or more T6 locations of the Institute, maximum accepted value 12 hours (see STS Article 10).	0.75
3.7 Request for additional service patrols, day and night, at one or more T7 Institute locations, maximum accepted value 12 hours (see STS Article 10).	0.75
3.8 Request for additional service of extra shuttle at one or more T8 Institute locations, maximum accepted value 12 hours (see STS Article 10).	0.75
	6.0

A minimum limit of technical suitability of not less than 40/60 is hereby established. Those who fail to achieve this level will not proceed to evaluation of the tendered bid.

The technical offer, in case of award, incorporates the provisions of the annexed Special Tender Specifications and will be part of the contract.

It should be noted that the coefficients of quality will be awarded according to the following table:

Valuation	Judgement	Coefficient of quality
Optimum	Well-structured project that develops the project at hand in a clear, precise and in-depth way, whilst adding extra value with respect to the expectations of the Client.	1
Good	Adequate project that develops the topic with no particular added insight.	0,75
Sufficient	Acceptable project but poorly structured with limited application to the provisions of the Special Tender Specifications.	0,50
Poor	Mediocre project that is not sufficiently developed.	0,25
Insufficient	A deficient, generic and inadequate project.	0,00

The final score of the technical offer will be the sum of results produced from the individual points obtained for the relative coefficients of quality attributed.

C - Attribution of points relative to price

The maximum number of points available for the price (60 points) will be assigned to the agency who proposes the best amount. To the other agencies, points will be assigned (rounded to the second decimal where applicable), proportional to the relationship between the best price and the price that each has offered.

Minimum price

$$Pe = 60 \times \frac{\text{Price offered}}{\text{Minimum price}}$$

Pe = points to assign to the bid

Deals will be deemed inadmissible and will therefore be excluded from the proceeding, in which the cost of the work involved is less than that determined by the national labour contract body (CCNL) and social security and welfare laws in force at the date of submission of tender, as well as conditions resulting from subsequent amendments and additions and, in general, by any other collective agreement subsequently entered into for the category, applicable in the Province of Florence.

In order to avoid altering the playing field of competitors, no tax concessions or social contributions that can be claimed by law or by any other title will be taken into consideration, regardless of the legal nature and the objectives pursued.

For this reason, solely labour costs coincident with the costs indicated in Ministerial Tables will be allowed, with reference given to the national labour contract body (CCNL) in regards to the rates established for the province of Florence.

8. Formalities required for award

Before the start of the contract, the following preliminary obligations will need to be undertaken:

1. A "report of consignment of service", will be drawn up by the Institute and signed by both the Manager of the contract and the technical manager of the service Contractor awarded the contract. Indicated in this report will be the services that the awarded company must begin to execute immediately.
2. The contractor shall notify the Director of the contract, by fax or email, the list of names of employees of the Company awarded the contract that will be used to carry out the service in question, including substitution attendants, with details of their qualifications;
3. The awarded Contractor will need to forward a copy of the insurance policy for damages and third party liability, covering all risks associated with the contractual activities as governed by Article 30 of the STS. Failure to present this insurance policy will invalidate the Company allotted by the award.

In order to formalise the contract, the bidding company which is awarded the tender must provide, on the date established by the Contracting Authority:

4. a performance bond of 10% of the adjudicated tender amount as a guarantee of performing the obligations inherent and consequent to the contract, to be provided with the same procedure indicated in Article 36 of the annexed Special Tender Specifications;
5. in the case of a TAC, a constitutive act of the TAC with a mandate conferred by the legal representative of the parent company appointees, arising from a private written deed authenticated by a notary.

It is hereby advised that in the event in which the successful tendering Contractor does not promptly execute the fulfilment of the requirements outlined above, fails to present all documentation requested, does not provide evidence of the self-declared requirements in the tender, or upon testing is found to not be in compliance with the declarations submitted in the tender, the Administration reserves the right to declare null and void the contract and to award the contract to the following bidder in the list, or to even call for a new tender, with any costs incurred by the Contracting Authority to be borne by the Contractor in breach. In respect of the Contractor considered to be in breach, the deposit will be forfeited and provisional applications for penalties will be made in accordance with those provided for by the law. In the event of a positive outcome of the aforementioned verification activities, the award will become effective in favour of the competitor who will be formally invited to sign the contract.

The Institute reserves the right to request clarification and/or additional information to the document produced.

9. Tender documents and information

The documents relative to this tender can be obtained under the Tender section at:

www.eui.eu/About/Tenders.aspx

Information and clarification on the acts of tender must be requested exclusively by fax on +39 0554685334 or via e-mail to Surveillanceandlogistics.Tender@eui.eu by and no later than midday on

27/05/2013. Upon request for clarification throughout this period, answers will be responded to anonymously through publication on the above-mentioned web page.

10. Referents of the tender

Designated contact persons for this tender are Engineer Walter Pugliese and Dr. Claudio Barzini.

11. General remarks

- Delivery of the envelope is the exclusive responsibility of the sender, whereby for whatever reason it does not reach its destination in time;
- No recompense or reimbursement is due to companies for preparing their bid, for any plans drawn up or for any documentation submitted;
- Documentation submitted will not be returned even to the unsuccessful tenderers;
- The Institute reserves the indisputable right not to proceed with the tender or to extend the expiry date without tenderers having any right to object;
- This tender is governed by the internal regulations of the Institute and in particular High Council Decision 8/2009 establishing the Superior Council which stabilises the regulatory and financial provisions of the Institute and the Decisions 8/2010 of the President of the Institute (documents available upon request);
- All parties are reminded of the criminal liability incurred in case of false declarations. The Institute will carry out appropriate checks on the veracity of the declarations, and if the declarations therein are demonstrated to not hold up, the registrant will lose any benefits obtained, will be subject to forfeiture of the deposit paid and liable for any consequent criminal complaint.
- In accordance with the Institute rules on privacy (<http://www.eui.eu/AboutTheWebsite/DataProtection.aspx>) all data communicated by the bidding companies will be used only for the scope for which it was requested.

Yours faithfully,

The Secretary General

Dr. Pasquale Ferrara