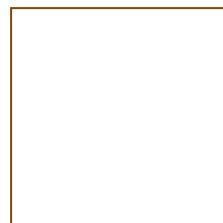
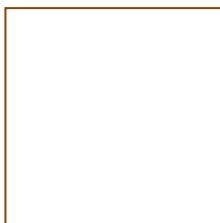
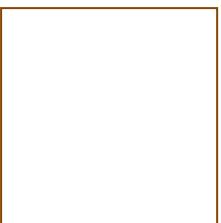
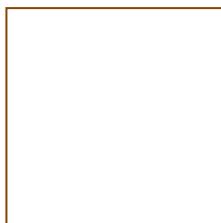
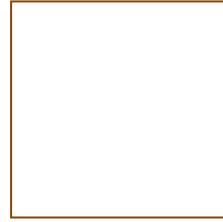
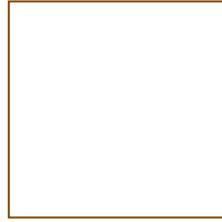
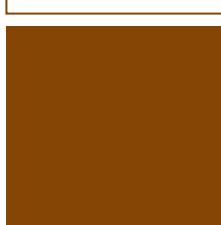
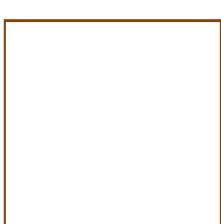
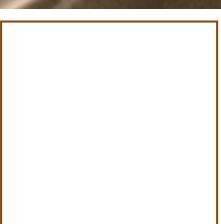
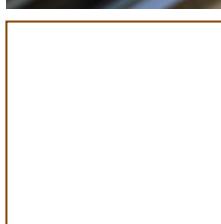


European  
University  
Institute



# GUIDEBOOK FOR TENDERERS

MAY 2015



Submitting a tender in response to a  
procurement procedure organised by the  
European University Institute (EUI)

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## Disclaimer

This Guidebook is designed to help tenderers with the preparation and submission of offers in response to procurement procedures issued by the European University Institute for the supply of goods, services and works.

**This guidebook is applicable to all calls for tender issued after 5th December 2014.  
It does not apply to calls for tender launched prior to this date.**

Moreover, the information contained in this document is of a general nature only and is **NOT** intended to address the specific circumstances of any particular individual or entity. Therefore the Institute accepts no responsibility or liability whatsoever with regard to it.

Finally, tenderers should be aware that any information, questions or observations, of whatever kind, contained in this document can in **no way be regarded as a commitment on the part of the Institute** to enter into any contract.

## Contacts

For any further information, please send us a message at [procurement@eui.eu](mailto:procurement@eui.eu)

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# I. Legal framework

## 1.1 Legal framework for procurement procedures

The procurement procedures of the European University Institute are governed by the following rules:

- High Council decision n° 5/2014 of 5 december 2014 amending Title V of the EUI's financial rules (High Council decision n° 2/13) regarding public procurement
- President's decision n° 44/2014 of 5 december 2014 implementing Title V concerning procurement of the EUI's financial rules and repealing President's decision n° 8/2010 of 1 March 2010 (public procurement regulation).

## 1.2. Dispute settlement mechanisms (article 44 of the public procurement regulation)

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.

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. The seat of the arbitration shall be milan and the language of the arbitration shall be english. The award shall be final and binding.

## 1.3. Governing law for awarded contract

Unless the tendering specifications stipulate otherwise, contracts resulting from a procurement procedure issued by the Institute are governed by 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.

## II. Basic information about publication, participation and procedures

### 1. Publication

The EUI publishes information related to all its tendering procedures on its website: <http://www.eui.eu/about/procurementattheeui/index.aspx>

#### PUBLICATIONS CALLS FOR TENDERS/EXPRESSIONS OF INTEREST

- Find publications related to **call for tenders, expressions of interest** and forthcoming negotiated procedures, please consult the relevant web sections of our website: <http://www.eui.eu/about/procurementattheeui/callfortenders.aspx>
- **Publicity in case of negotiated procedures:** for low value contracts, publicity is not mandatory but for contracts of a value between 20.000,01€ and 60.000€, the Institute has the choice to publish pre-information notices in order to collect a pool of **potential** candidates under the relevant web-section called forthcoming negotiated procedures: <http://www.eui.eu/about/procurementattheeui/forthcomingnegotiatedprocedures.aspx>

### 2. Types of tendering procedure

#### Negotiated procedures

**Value:** the **negotiated procedure** is used when the resulting contract is estimated to have a value between 5.000,01€ and 60.000€ (low value contracts).

**Negotiation:** in a negotiated procedure, the responsible officer shall consult tenderers of his choice who satisfy the selection criteria and are deemed to be best qualified to meet the requirements of the Institute, and negotiate the terms of their tenders with at least one or more of them amongst the invited ones.

The **shortlisted candidates are then invited to submit an offer** and only the offers received from these candidates are **evaluated**.

#### Open and restricted procedure

**Value and publicity:** the open/restricted procedures are used when the resulting contract is estimated to have a value above 60.000€ and are always published on the EUI's website through a contract notice with the invitation letter, tender specifications and draft contract.

- In an **open procedure**, the EUI does not draw up a shortlist or send specific invitation letters to potential tenderers. Participation in this procedure is open on equal terms to all interested entities as described in the section in the participation section below.

- In a **restricted procedure**, there are two phases:

1. Contract notice with exclusion and selection criteria published, potential tenderers are selected on the basis of these criteria;

(This first phase may involve a call for expressions of interest to select a list of pre-selected candidates/vendors.)

2. Invitation to tender is sent to the selected potential tenderers (at least five provided that a sufficient number of candidates satisfy the selection criteria), and an evaluation of the invited candidates is then made according to the award criteria.



### 3. Participation

Participation in the Institute's tendering procedures is open on equal terms to all natural and legal persons coming within the scope of the eu treaties and to all natural and legal persons established in a third country which have a special agreement with the european union in the field of public procurement under the conditions laid down in that agreement. It shall also be open to international organisations.

The Institute can therefore accept offers from and sign contracts with tenderers from the eu member states, eea countries and any other country which has an international agreement with the union in the field of public procurement as well as from countries which have ratified the multilateral agreement on government procurement ("gpa").

Currently tenderers from the following third countries are considered eligible based on signed and ratified international/bilateral agreements in the field of public procurement: Fyrom, Albania, Montenegro, Iceland, Norway and Liechtenstein.

Some examples of gpa members: United States Canada Japan, Republic of Korea and China whom is in the process of accessing to the gpa.

More information at: [https://www.wto.org/english/tratop\\_e/gproc\\_e/memobs\\_e.htm](https://www.wto.org/english/tratop_e/gproc_e/memobs_e.htm)

Please note the above list is not exhaustive and is subject to updates.

Moreover, under exceptional circumstances duly justified by the responsible officer, the President may decide to allow third country nationals and legal persons other than those referred to above to tender for contracts.

## CAUTION

Since tenders can be accepted and contracts can be signed by/with entities with legal personality, **only subsidiaries and not branches can submit tenders.**

Legally speaking, the main difference between a branch and a subsidiary is that a branch is not an independent (separate) legal entity from the main company of which it is a part.

A branch may enjoy some degree of autonomy and may have its own budget, administration and governing rules but it cannot be considered as independent by the parent organisation, as its decisions can be revoked or changed by the parent company. Contracts cannot be signed in the name of the branch but it is the mother entity which it is actually engaged.

A subsidiary on the other hand is an independent (separate) legal entity with its own legal personality for the purposes of liability, taxation and regulation, even if it is partly or completely owned by another company that holds a controlling interest in the subsidiary.

Independent means that the entity in question should be entitled to stand up alone for itself and on its own name in litigation processes and without the intervention of any parent organization.

### 3.1. Submitting offers as a consortium of companies and/or using subcontracting

A joint offer is an offer submitted by a group of two or more economic operators. Subcontracting is when the contractor enters into a legal commitment (subcontracts) with one or more economic operator(s) in order to deliver part of the work, service or supplies described in the tender specifications.

Unless stated otherwise in the contract notice and/or the tender specifications, joint offers from a consortium and subcontracting are allowed in response to a procurement procedure issued by the Institute. Offers may even combine both approaches. The offer must clearly state whether each company involved is acting as a partner in the consortium or as a subcontractor. This also applies where the various companies involved belong to the same group, or even where one is the parent company of the others.

### 3.2. Joint offers from a consortium

For submission of an offer, the Institute does not require consortia to take any specific legal form; it can be a permanent, legally established grouping or one which has been constituted for a specific procurement procedure.

The joint offer must clearly indicate which service provider will be carrying out which tasks as well as who has been appointed by the consortium as the lead partner. Provided a contract is concluded, the Institute will treat all contractual matters (e.g. Payments) exclusively with the lead partner of the consortium, whether or not the tasks are performed by another consortium member.

Consortium partners in a joint offer assume joint and several liability towards the Institute for the performance of the contract as a whole. Statements seeking to limit the liability of each member of the consortium or specifying that more than one contract should be signed if the joint offer is

successful, are incompatible with the principle of joint and several liability. The Institute will disregard any such statement contained in a joint offer, and further reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tender specifications.

Joint offers will be evaluated as follows unless indicated otherwise in the contract notice and/or tender specifications:

- The exclusion criteria will be evaluated in relation to each entity in the consortium individually;
- The selection criteria regarding the economic, financial, technical and professional capacity will be evaluated in relation to the combined capacities of the consortium as a whole;
- The award criteria will be evaluated in relation to the offer as a whole.

In case of contract award to a consortium, the Institute will sign the contract with the consortium leader who will be duly authorised by the other consortium members to sign on their behalf via a power of attorney.

### 3.3. Offers proposing the use of subcontractors

Tasks detailed in the technical specifications may be subcontracted to other service providers unless stipulated otherwise in the contract notice or tender specifications, e.g. The Institute may specify that certain critical tasks cannot be subcontracted.

In case subcontractors are identified before submission of the offer, the declaration on honour (evidence for the exclusion criteria) from the subcontractor must be included with the offer only when explicitly requested in the tender specifications. In case the identity of subcontractors is not known at the time of submitting the offer, any subcontract must be awarded according to the provisions of the contract.

The contractor retains full liability towards the Institute for performance under the contract as a whole. Accordingly:

- The Institute will treat all contractual matters (e.g. Payments) exclusively with the contractor, whether or not the tasks are performed by the subcontractor;
- Under no circumstances can the contractor avoid liability towards the Institute on the grounds that the subcontractor is at fault.

If a subcontractor provides the whole or a very large part of the financial capacity or executes the whole or a very large part of the tasks, the Institute may demand that the subcontractor signs the contract as well. In this case the Institute will check that the subcontractor is not in a situation of exclusion and that it has access to the market. Additionally, tenderers may be requested to state the value of the contract that they propose to subcontract and/or the percentage of subcontracting foreseen.

Subcontractors in the offers will be evaluated as follows:

- The exclusion criteria will be evaluated in relation to the tenderer but only for each proposed subcontractor individually, if explicitly requested in the tender specifications;

- The selection criteria regarding the economic, financial, technical and professional capacity will be evaluated in relation to the combined capacities of the tenderer and subcontractor as a whole; however the evidence requested must be included in the offer for subcontractors only if the capacity of those subcontractors is necessary to satisfy the minimum capacity requirements;
- The award criteria will be evaluated in relation to the offer as a whole.

During the execution of the contract, the contractor needs the express permission of the Institute to replace a subcontractor.

### III. What are the implications of submitting an offer?

Submitting an offer implies the acceptance of Institute's contractual terms and waiver of own business terms.

Submitting an offer in response to a procurement procedure launched by EUI shall also be deemed to imply that tenderers:

- **Accept** all the terms and conditions stipulated in the tender specifications and all other documents related to the procurement including the draft contract; and
- **Waive** their own terms of business such that any resultant contractual relationship shall be governed exclusively by the terms of the contract.

The Institute will disregard any qualification, disclaimer or intention to the contrary and further reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tender specifications.

#### 1. Period of validity

Unless the tender specifications stipulate a different time period, tenderers will be bound by their offer for the period mentioned in the invitation letter starting from the deadline for submission of offers.

#### 2. Guarantees

Conditions for guarantees will be announced in the tender documents.

There are different types of guarantees, namely tender guarantees ensures that tenderers maintain their tender until the completion of the procedure, contractual guarantees which include guarantees for pre-financing and performance guarantees used to ensure the proper ex-post execution of the contract when final acceptance cannot be given upon final payment (for example in the case of software development services.)

Only on a case by case basis and following risk analysis may the EUI require a pre-financing or performance guarantee. Pre-financing guarantees are however never requested in low value procedures (equal to and below 60.000€). If and when such guarantees are requested, it will be announced in the tender specifications and the specific conditions related to its provision will be included in the draft contract. The costs of any such guarantee shall be borne by the contractor.

### **3. No obligation on the Institute to award**

When awarding a contract, the Institute undertakes to compare the offers in the light of the criteria laid down in the contract notice and/or the tender specifications. However, publishing a procurement procedure does not oblige the Institute to award the contract to a tenderer simply because their offer fulfils those criteria. The Institute also reserves the right to decide not to award the contract to any tenderer and to cancel the procedure at any time before award. The decision shall be justified and be brought to the attention of the candidates or tenderers. The Institute is not liable for any compensation in such circumstances

### **4. Tax exemption**

#### EUI convention

Pursuant to the provisions of article 5 paragraph 2 of the protocol on the privileges and immunities of the European University Institute:

When the Institute makes substantial purchases which are strictly necessary for the exercise of its official activities, the price of which includes indirect taxes or sales taxes, the contracting states shall, whenever possible, take the appropriate measures to remit or refund the amount of such taxes.

In the same respect, the EUI is as a rule, exempt from payment of value added tax (VAT) pursuant to art. 151, para 1 (b) and para 2 of Council directive 2006/112/ec, as last amended by Council directive 2009/162/ue.

This exemption applies to goods imported and services provided for the Institute's official activities for amounts exceeding €300.00 (three hundred/00).

The EUI is exempt from customs duties and direct taxes within the terms of articles 4 and 5 of the "Protocol on the privileges and immunities of the European University Institute".

The contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that supplies and services required for the performance of the contract are exempt from taxes and duties, including vat exemption.

### **5. Protection of personal data**

Personal data included in the tenders will be treated in accordance with the requirements of the EUI's data protection policy.

- The President's Decision No. 40 Of 27 August 2013 Regarding Data Protection At The European University Institute (EUI Data Protection Policy);
- The President's Decision No 11/2014 Of 13 February 2014 Adopting Implementing Rules Concerning The Data Protection Officer On The Basis Of The President's Decision No 40/2013 Regarding Data Protection at the European University Institute.

The applicability of data protection policy in the context of public procurement procedures and resulting contracts has the following implications:

- The EUI shall ensure that any personal data contained in your offer and/or processed in the context of the procurement procedure (e.g. Names of individuals, cvs, contact details, financial

details of individuals, declarations of interest) is processed lawfully in compliance with the EUI's data protection policy ( President's decision no. 40/2013 of 27 august 2013). More detailed information on the processing of personal data in the context of procurement procedures of EUI is available in the privacy statement on our website;

- With reference to the EUI's data protection policy, the procurement contract contains specific provisions on data protection, a.o. Conferring to the contractor the obligation to ensure the confidential and secure processing of personal data as far as needed for the implementation of the contract.

More detailed information on the processing of personal data in the context of procurement procedures and contract management at the EUI is available on the EUI's relevant webpage.

## 6. Confidentiality & public access to documents

The EUI undertakes to protect commercial interests by treating all information contained in an offer as confidential. The Institute will not disclose any information where such disclosure would hinder application of the law, be contrary to public interest, harm tenderers legitimate business interests or distort fair competition.

Article 23 of the public procurement regulation specifies the time allowed and the modalities for access to tender documents

## 7. Penalties

Without prejudice to the application of administrative and financial penalties laid down in the public procurement regulation and in the draft contract, tenderers or candidates who have made false declarations, have committed substantial errors, irregularities or fraud, may also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded.

Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 2% to 10% of the total value of the contract in question.

That rate may be increased to 4% to 20% in the event of a repeat infringement within five years from the date on which the infringement is established as confirmed following a contradictory procedure with the candidate, tenderer or contractor.

In all cases, however, the Institute shall first give the contractor concerned an opportunity to present his /her observations.

## IV. What should I consider before making an offer?

It is important that you make an informed decision about whether or not to commit resources to the submission of an offer. The EUI will not reimburse expenses incurred in the preparation and submission of offers, including expenses related to site visits, attending clarification meetings or opening sessions and interviews.

In order to make an informed decision about submitting an offer, you should carefully consider the following.

## 1. Subject matter of the contract

You should read carefully the subject matter of the contract mentioned in the contract notice published on the Institute's website, and also described fully in the tender specifications.

Pay particular attention to the minimum capacity requirements and whether you are able to meet these requirements alone or through reliance upon the capacities of other entities.

## 2. Value of the contract

In case of **direct contracts**, the value is fixed and expressed as a price in the contract signed as a result of the call for tenders.

In case of **framework contracts**, the tender specifications contain indications on the foreseeable volume of goods and/or services which may be purchased under the framework contract.

Although the Institute always tries to give its best estimate in good faith, tenderers should be aware that any information on maximum ceiling is purely indicative and shall not be binding on the Institute and should not be considered as a warranty as to the probable value of the framework contract.

Further, the total value of the framework contract will ultimately depend on the orders which the Institute may place through either order forms or specific contracts. In any case however, the maximum ceiling of the framework contract will not be exceeded.

## 3. Lots

When a procurement procedure is divided into lots, this is explicitly mentioned in the contract notice and tender specifications. In this case, unless stated otherwise in the contract notice and tender specifications, tenderers may submit offers for one or more lots.

Each individual lot is assessed by the EUI independently of any other lot. Offers which cover only part of one lot or are declared as being conditional on the award of any other lots within the particular procurement procedure are not permitted. The Institute reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tender specifications.

## 4. Variants

Unless specifically stated otherwise in the tender specifications, departures from any technical or financial requirements of the tender specifications, or from any contractual conditions are not permitted.

The authority will disregard any variants described in an offer, and further reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the tender specifications.

## V. I want to make an offer, which documents I submit to the EUI and what should I include in these documents?

### 1. Tender documents in general

When preparing an offer, tenderers should take full account of the invitation letter, tender specifications, including its annexes, for example the draft contract, as these documents will define and govern the contractual relationship (including contract type and duration) which will be established between the Institute and the successful tenderer. The model templates for required documents will be available on the website.

### 2. Different types of contracts

#### Direct contract

In direct contracts the subject, remuneration and length of implementation of the contract are defined at the outset. Once signed, they can be implemented without any further formalities or contract procedures.

#### Framework contract

Sometimes the contractual relationship between the Institute and the successful tenderer(s) will be governed by a special type of contract known as a “framework contract”.

A framework contract establishes a mechanism for the future repetitive acquisition of supplies, services or works, when the contracting Institute can define the subject matter of the procurement but does not know when and what quantity it will need during a certain period of time.

Only the implementation of the framework contract through specific contracts/order forms is binding for EUI and the signature of a framework contract does not impose an obligation on the EUI to conclude specific contracts/order forms with a framework contractor.

Actual orders will be placed only after the framework contract is signed, in the form of “**specific contracts**” or “**order forms**” concluded in pursuance of the framework contract.

### 3. Documents to be submitted in relation to the assessment of the exclusion and selection criteria

#### 3.1. Declaration on honour to be submitted on the basis of the exclusion criteria

The sole purpose of the exclusion criteria is to determine whether an operator is eligible or not to participate to a procurement procedure. The only criteria which are applied are those set out in article 26 and 27 of the public procurement regulation. (more detailed rules on the modalities of application of the exclusion criteria can be found in annex iv of the public procurement regulation).

For example (not exhaustive):

Candidates or tenderers shall be excluded from participation in procurement procedures if:

- They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- They have been convicted of an offence concerning their grave professional conduct by a final judgment of a competent judicial authority or administrative decision or decisions of international organisations;
- They are not in compliance with the obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of Italy being the country of establishment of the Institute or those of the country where the contract is to be performed. This breach needs to have been established by a judgement or administrative decision having final and binding effect in accordance with the legal provisions of the country in which the economic operator is established or of those of Italy being the country of establishment of the Institute.

#### Exclusion criteria evidence to be submitted with the offer

For any call with a value above 20.000€, candidates and tenderers shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations listed above. The EUI reserves the right however to request such a declaration for calls with a value equal to or below 20.000€.

However, in case of negotiated procedure of a value above 20.000€, all the candidates shall provide such declarations on honour. In other cases whenever the Institute limits the number of candidates to be invited submit a tender or to negotiate, it can require all the limited number of candidates to provide the previously mentioned declarations.

Declarations should be completed for the legal entity and for natural persons with power of representation, decision making or control over the legal entity.

When requested by the Institute, the candidate or tenderer shall submit a declaration on honour from the intended **subcontractor/joint** tenderer that he is not in one of the situations referred to in articles 26 and 27 of the public procurement regulation.

### 3.2. Declaration of absence of conflicts of interest

In order to demonstrate that tenderers are not subject to a conflict of interest, they shall be required to submit at the beginning of the procurement procedure a declaration on the existence of any privileged links with:

- The responsible officer and/or staff members of the Institute, who are involved in the conduct of the procurement procedure;
- The President of the Institute and members of decision-making bodies of the Institute who, without necessarily being involved in the conduct of the procurement procedure, may nevertheless influence the outcome of that procedure.

### **3.3. Tender specifications to be submitted on the basis of the selection criteria**

Provided there are no grounds for exclusion of the tenderer, the tenderer's capacity to perform the contract is assessed based on their proven;

- Economic and financial capacity
- Technical and professional capacity

The documents required to prove these capacities are stated in the tender specifications. The documents provided by tenderers to prove that they meet the selection criteria will be used solely to assess their capacity to perform the contract and will not be considered when offers are evaluated against the award criteria.

In the selection criteria phase, evaluation focuses on the quality of the track record of the tenderer and not on the quality of the offer. Accordingly, information related to the technical proposal or the financial offer should not be introduced in this part of the offer.

For calls with a value equal to or below 60.000€ the Institute may dispense with the requirement for documentation in relation to selection criteria, according to its assessment of the risks involved.

### **3.4. Taking into account the award criteria in your offer (best value for money)**

Provided there are no grounds for exclusion and tenderers have satisfied the selection criteria and are compliant with the tender specifications, the evaluation committee will evaluate the offers against the award criteria stated in the tender specifications. No criteria other than those stated in the tender specifications will be used.

#### **3.4.1. Quality evaluation (quality award criteria)**

The quality evaluation of the offers will be based on the criteria listed in the tender specifications. To ensure the quality evaluation takes full account of the needs of EUI, the Institute may assign a weighting to each criterion and stipulate a minimum threshold for each criterion and/or for the quality award criteria as a whole. For contracts of an estimated value greater than 60.000€, the relevant weighting system shall be specified in the contract notice or in the specification or descriptive document.

Additionally, and if so stipulated in the tender specifications, the evaluation committee may (on the rare occasions when deemed strictly necessary) interview the key experts proposed. The costs for attending the interview shall be borne by the tenderer.

At the end of the quality evaluation, each offer will be assigned an overall quality score and it will be determined whether or not the minimum quality threshold was met.

#### **3.4.2. Financial evaluation (price award criteria)**

The financial offer of those tenderers whose technical offer met the minimum quality threshold for the quality award criteria will be considered for the identification of the best value for money, provided the financial offer is made within the maximum budget specified in the tender specifications. Any financial offer exceeding this maximum budget will be eliminated from further evaluation.

In most EUI's tenders the best value for money offer will be identified by comparing the overall quality score of the offer with its price, in accordance with the formula set out in the tender specifications. The offer with the highest value obtained using this formula will be regarded as the best value for money offer.

PLEASE NOTE

The tender specifications further specify the exclusion, selection and award criteria and accordingly you are strongly recommended to refer to those tender specifications for more details on all evaluation steps.

## CONTACTS ALLOWED BETWEEN THE TENDERERS AND THE INSTITUTE

<b>BEFORE</b> the final date for submission of an offer/tender and on the initiative/request of:	<p><b>The Institute:</b> at its own initiative, 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, 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.</p> <p><b>Tenderers:</b> the Institute may communicate additional information solely for the purpose of clarifying the nature of the contract on the same date to all interested tenderers.</p> <p><b>Reply by the Institute:</b> the EUI is obliged to reply to requests for additional information as soon as possible and no later than six calendar days before the deadline for the receipt of tenders or, in the case of requests for additional information received less than eight calendar days before the deadline for receipt of offers, as soon as possible after receipt of the request. The EUI is not bound to reply to requests for additional information made less than five working days before the deadline for submission of tenders.</p>
<b>AFTER</b> the final date for submission of tenders, on the Institute's initiative:	<p><b>The evaluation committee or the responsible officer</b> may ask tenderers to supply additional material or to clarify the supporting documents submitted in connection with the exclusion and selection criteria, within the time limit it specifies.</p> <p>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 <b>responsible officer</b> may contact the tenderer, although such contact may not lead to any alteration of the terms of the tender.</p> <p><b>Nb:</b> in the event of a negotiated procedure, the Institute reserves the right to open further negotiations with the tenderer on the technical and/or financial offer made, in order to adapt them to the requirements set out in the tender specifications or any additional document and in order to find the offer offering best value for money. However negotiations may not concern the minimum (compulsory) technical or administrative requirements in the tender specifications. During negotiations equal treatment of all tenderers will be ensured.</p>

## VI. Is contact between the Institute and tenderers allowed during the procedure?

Contact between the Institute and tenderers outside the strict requirements of the procedure are prohibited save in exceptional circumstances and under the following conditions only:

Contacts allowed between the tenderers and the Institute.

**Preferably in writing through sending an email to the following functional box:  
[procurement@eui.eu](mailto:procurement@eui.eu)**

## VII. Opening and evaluation of offers

### 1. The opening of offers

The Institute is required to formally appoint an opening committee for all calls above 60.000€ in value.

The opening committee will work under conditions of confidentiality and absence of conflict of interest and will sign a declaration confirming these conditions.

Where tenders are submitted by post, one or more members of the opening committee shall initial the documents proving the date and time of dispatch of each tender.

### 2. How are the offers assessed?

#### 2.1. Assessment and evaluation committee

The Institute is required to formally appoint an evaluation committee for all calls exceeding 60.000€. The offers will be assessed, in accordance with the criteria already indicated in sections 3.4.1 and 3.4.2, by an evaluation committee working under conditions of confidentiality and absence of conflict of interest.

Once the evaluation is completed, the evaluation committee will draw up a report for the responsible authorising officer, who will take the final decision on the award of the contract.

Offers complying with the formal requirements checked during the opening session will be assessed in light of the criteria explicitly announced in the tender specifications. Only offers meeting the requirements of each phase of the evaluation will be admitted to the next i.e. Step-by-step evaluation; the offer is firstly assessed against exclusion criteria; if the offer meets the requirements of the exclusion criteria it is then assessed against the selection criteria; if the offer meets the requirements of the selection criteria and complies with the substantial requirements laid down in the tender specifications, it is then assessed against the award criteria.

Your offer will also be assessed for compliance with tender specifications. Tenders are considered not to meet the tender specifications and therefore to be rejected if they:

- Do not comply with substantial requirements laid down in the tender specifications (non-compliance);

- Propose a solution different from the one that is imposed;
- Propose a price above the fixed maximum set in the specifications or in the contract notice;
- Are submitted as variants, when the contract notice or the specifications do not authorise them.

The tenderer will be informed of the ground for rejection without being given feedback on the content of the tender other than on the non-compliant elements.

## VIII. How are the results communicated?

During the evaluation period, EUI will not provide any information on an ongoing procurement procedure. If a tenderer is not contacted, this should not be regarded as either a positive or negative sign. Tenderers will be informed of the outcome of the procurement procedure as outlined below.

### 1. Notification of results

As soon as the authorising officer has made a decision about to whom the contract should be awarded, a notification letter will be sent simultaneously to all tenderers by e-mail. The letters to unsuccessful tenderers will state the grounds on which the decision was taken.

In case of open or restricted procedure, and unless only one tender has been submitted, the EUI undertakes not to sign the contract until a period of at least 14 calendar days has elapsed following the electronic dispatch of the notification letters, so that unsuccessful tenderers have sufficient time to react if necessary. Any contract signed before this period has elapsed shall be null and void. (this period shall not apply in the case of specific contracts based on a framework contract or negotiated procedures.)

### 2. Requests for additional information

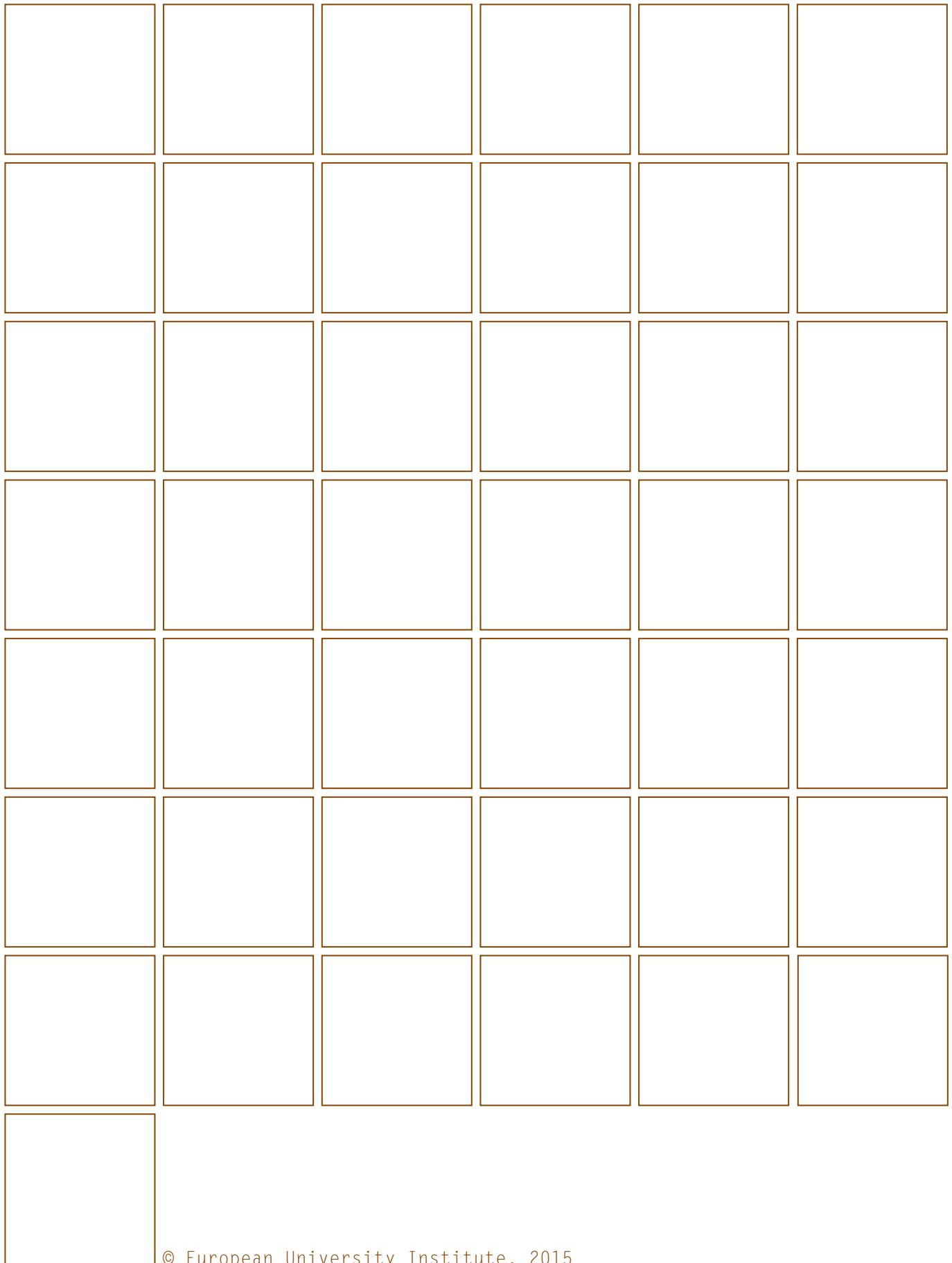
If tenderers are notified that their offer has not been successful, they may request additional information by letter, fax or e-mail. EUI will reply within fifteen calendar days of receiving a written request. Only tenders which are not eliminated (found to be not compliant with the tender specifications) and passed the exclusion and selection criteria shall be informed about the merits of the successful offer and the name of the successful tenderer.

The additional information is given in a follow-up letter providing further details, namely a summary of the characteristics and relative advantages of the successful offer. The EUI is not however free to disclose any information affecting the commercial interests of other tenderers.

### 3. Award notice

Once the contract is signed, EUI will publish an award notice in the EUI's website (for tenders above 60.000,01€) summarising the results of the procurement procedure, where the contract value exceeds the relevant threshold of the public procurement regulation.





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