

OP/EUI/REFS/2017/003

OPEN CALL FOR TENDER

Subject: Tender for the provision of services for translating, editing, proof-reading, transcribing for administrative purposes and interpreting for the European University Institute

1. General Information on the Tender

The European University Institute is planning to award the Multiple Framework Contract in cascade referred to above, for the estimated amount of € 300.000,00 (three hundred thousand/00), tax free, for the duration of five years.

The tender documentation consists of this letter, the Framework Contract, the Tender Specifications and all the attachments. The latter documentation may be downloaded on the website: www.eui.eu/About/Tenders/Index.aspx.

2. Application Requirements

All those interested in the contract are invited to submit an offer, in one of the official languages of the European Union, if they have all the necessary requirements to participate for the tenders launched by EUI listed in the art. 3.4 of the EUI President Decision n. 36/2016 of the 4th of August 2016 implementing Title V on Tenders of the Financial Regulation of the EUI (Public Tender Regulation) available on the website: www.eui.eu/About/Tenders/Index.aspx.

3. Offer Presentation

Offers must be presented exclusively in paper copy and in two sealed envelopes, to be sent as follow (double envelope system).

Offers must be delivered:

- i. By post or any courier service not later than **12.00 CET** on the **13/11/2017**, at the address specified below. In this case the date of dispatch to be taken as proof will be the dispatch date, the post stamp or the date of delivery receipt;
- ii. Or delivered in person by the tenderer or one of his representatives, directly to the Institute Office not later than **12.00 CET** on the **13/11/2017**, to the address specified below. In this case, the tenderer must obtain a proof of receipt, signed and dated by the EUI's agent in the Protocol Office.

The Protocol Office of the EUI is open Monday to Friday from 8.30 am to 1 pm and from 2 pm to 5 pm.

The address to which all offers must be sent (by post / courier service or in person) is:

Open call for Tender for the provision of the service of translation, editing, transcription, proof-reading for administrative purpose and interpretation for the European University Institute
OP/EUI/REFS/2017/003
ISTITUTO UNIVERSITARIO EUROPEO
Ufficio Protocollo
Via dei Roccettini, n. 9
50014 San Domenico di Fiesole (FI)
Italia

The inner envelope must bear, in addition to the name of the Service to which it is addressed, as indicated in the Invitation Letter, 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 should be sealed with adhesive tape and signed across the seal and carry the following information:

- Identification code of the tender: OP/EUI/REFS/2017/003;
- The name of the Service it is addressed to (Real Estate and Facilities Service);
- The words: “Bando di Gara d’Appalto – Divieto di apertura da parte del servizio di posta interna”
- The name of the Tenderer;

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

The contents of the inner envelope must be organized in 3 (three) envelopes according to the following instructions:

Envelope n. 1: sealed with adhesive tape and signed along the border, it must have written on it the name of the tenderer and the words “**Envelope n. 1 – Administrative documents**” and must contain n. 1 original copy e n. 2 paper copies (well distinguishable from the original) e n. 1 digital copy (e.g. CD, DVD, pen-drive, etc.) of the following documents:

- a. Self-Certification**, signed by the legal representative of the Company and made by using the form Annex II - A.

To the declaration, a copy of the subscriber’s identification must be attached.

- b. Declaration of Honour certifying that there are no causes for exclusion and no conflict of interests**, signed and dated by the legal representative of the Company or by the person in charge of the responsibility for signing, using only the form Annex II - B.

To the declaration, a copy of the subscriber’s identification must be attached.

- c. A copy of this Invitation Letter, of the Tender Specifications (Annex I) and the Draft of the Contract (Annex II – L) without any modifications or supplements added, signed and bearing on the last page also the stamp of the participant.
- d. **In case of Temporary Association of Companies already established:** a collective special representative mandate sent by the instigator, result of original private agreement, or authenticated copy. The relative proxy must be conferred to who legally represents the instigator company along with a declaration made by the latter concerning the services that will be executed by the single companies, including those of the instigator;

In case of Temporary Association of Companies not yet established: the commitment, in case of awarding, to confer a special collective mandate, with one being the qualified representative (this must be clearly indicated), which will stipulate the contract in its name and the others along with the indications of which parts of the services will be executed by which companies, including the representative one (or referred to as such).

The same company cannot participate singularly and as a temporary association of companies, the penalty for this is the exclusion from the tender of the company and the temporary association.

Participation is not admitted for companies, also temporary associations, which have control relations (as supervisor or supervised) according to the present legislation, with other companies that participate to the Tender individually and as a temporary association of companies; the **penalty is exclusion** from the tender, both the supervising company and the supervised companies, along with the temporary associations of which they are part.

- e. **Security Deposit** equal to 2% of the estimated value of the Tender, i.e. € 6.000,00 (six thousand/00).

The deposit must have:

- Bank guaranty or insurance policy released by the financial intermediaries part of the special list in art. 107 del D. Lgs. 385/93 e s.m.i. The deposit covers the possible failure in signing the contract.

The deposit must be available within 15 (fifteen) days after, on request of the Commissioning Body and has a duration of minimum 180 (one hundred and eighty) days starting from the deadline for the presentation of the offers. This will also need to include the clause which foresees the termination of the operation only after the specific discharge letter of the Commissioning Body even later than the afore mentioned deadline; the renunciation to the benefit of the liquidation of the main debtor must be clearly expressed.

It is here highlighted that no other forms of safety deposits are accepted, and that participants who will present insurance policies by brokerage firms to whom the Banca d'Italia has blocked any operation, will be excluded.

- f. **Certificate released by the Chamber of commerce company registration**, of which the company is a member.
- g. **Anti-mafia Auto-certification.**

h. Copy of the insurance policies stipulated by the company.

Envelope n. 2: sealed with adhesive tape and signed along the border, it must have written on it the name of the tenderer and the words “**Envelope n. 2 – Technical Offer**” and must contain n. 1 original copy e n. 2 paper copies (well distinguishable from the original) e n. 1 digital copy (e.g. CD, DVD, pen-drive, etc.) of the Technical Offer drawn up using the form Attachment II - D. Particular importance will be given to the accuracy of details, expressive clarity and method of expression of the presented technical project.

The technical offer in every part will be integral parts of the contract and will bind the company to respect what has been here indicated.

The participant must declare which information is of industrial and/or commercial secrecy and which must therefore be considered covered by the obligation of confidentiality.

Envelope n. 3: sealed with adhesive tape and signed along the border, it must have written on it the name of the tenderer and the words “**Envelope n. 3 – Economic Offer**” and must contain n. 1 original copy e n. 2 paper copies (well distinguishable from the original) e n. 1 digital copy (e.g. CD, DVD, pen-drive, etc.) of the Financial Offer drawn using the form Annex II - E, and signed by the legal representative of the company.

4. Signature and legibility of tender documents

All offers must be:

- signed by an authorised representative of the tenderer;
- perfectly legible so that there can be no doubt as to words/terms and numbers included;
- include the costing sheet or other model documents as indicated in the technical specifications;
- presented with the standard forms of reply that are in the Tender Specifications, to which all the necessary attachments may be added.

Tenderers must confirm the consignment of their offer to the address infoREFS@EUI.eu. The Institute will give confirmation of the receipt of this communication.

Once the offer is taken over by the EUI, the documents become property of the Institute and will be treated with the maximum confidentiality.

5. Temporary Association of Companies (RTI) and Consortium

If a tenderer is a temporary association of companies or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and separately liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the temporary association of companies or consortium. The composition of the temporary association of companies or consortium must not be altered without the prior written consent of the European University Institute in its capacity as Commissioning Body Authority.

The tender may be signed by the representative of the temporary association of companies or

consortium only if it has been expressly so authorised in writing by the members of the temporary association of companies or consortium, and the authorising contract, notarial act or deed must be submitted to the Commissioning Body. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the temporary association of companies or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the temporary association of companies or consortium.

6. Period of validity of the offers

The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is 180 (one hundred and eighty) days starting from the date of receipt of the offer, as previously stated in point 3 of this Invitation.

7. Obligations related to the presentation of an offer

Presenting an offer implies the acceptance of the conditions stated in this invitation, in the Tender Specifications and in the draft of the contract, and where appropriate, as renunciation by the Company of its general or particular conditions. The submission of a tender is binding for the tenderer who was awarded with the contract for the duration of the contract.

8. Costs

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

9. Contacts

Contacts throughout the procedure between the Contracting Authority and tenderers are authorized only in exceptional circumstances and under the following conditions only:

- Before the date indicated for the submission of the offers, as stated in point 3 of the present invitation:

- ✓ 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 request for additional information must be presented in writing only to the following address: infoREFS@eui.eu, not later than 5 (five) working days before the deadline for submission of the offers.

The Commissioning Body is not bound to reply to requests of additional information received less than 5 (five) working days before the final date for submission of offers.

- ✓ The Institute may, on its own initiative, contact the tenderers if it discovers an error, a lack of precision, an omission or any transcription mistakes in the text of the tender documentation and will inform all the tenderers concerned on the same date and in an identical manner, of the original invitation to tender.
- ✓ All further information, including those above will be published on the website www.eui.eu/About/ProcurementattheEUI/Callfortenders.aspx.
The website will be updated regularly and it is the tenderers' responsibility to check for updates and modifications during the tendering period.
- After the opening of tenders:
 - ✓ If, after the tenders have been opened, some clarification is required regarding a tender, or if obvious transcription mistakes in the tender must be corrected, the Institute may take the initiative to contact the tenderer(s), as long as the possible corrections requested by the Institute have no consequence on the financial or technical terms of the original offer.

10. Starting Date of the Contract Obligations

The present invitation to tender is not binding for the Institute. Contract obligations are valid only after the signing of the contract with the winner.

11. Right of the Institute to cancel the procedure

Until the moment when the Contract is signed, the Awarding Administration may renounce the tender or annul the awarding procedure, without the candidates or tenderers being entitled to claim any compensation. This decision, if taken, will be motivated and communicated to the tenderers.

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.

13. Ownership of offers

Once the EUI has opened the tender, the documents shall become the property of the EUI and shall be treated with maximum discretion and confidentially.

14. Award notice and information to tenderers

Tenderers will be informed of the outcome of this Tender by e-mail with delivery receipts and by publishing the name of the awarding tenderer on the EUI's website: www.eui.eu/About/Tenders/Index.aspx.

It is the responsibility of the tenderers to indicate in the offer, along with the contact details, a valid email address and make sure to check regularly their inbox and the Institute's website.

15. Data Protection Policy

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as name, address and CV), such data will be processed according to the Data Protection Regulation of the Institute as explained in the President Decision n. 40 of the 27th August 2013 (<http://www.eui.eu/AboutTheWebsite/DataProtection.aspx>).

Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your offer in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the Director of the Real Estate and Logistics Service, as responsible Personal Data Policy Supervisor.

16. Dispute settlement

Any dispute relating to a procurement procedure under the present rules shall be submitted in good faith by either party to mediation as foreseen by the International Mediation regulation of the Chamber of Arbitration of Milan. The request for mediation shall be submitted in writing to the General Secretariat of the Chamber of Arbitration in Milan at the latest within 13 (thirteen) days from the notification of the results of the awarding of the Tender, as stated in art. 44 of the EUI President Decision n. 36/2016 (Public Procurement Regulation). If, for any reason, the dispute still remains unsettled after 60 (sixty) days from when it was requested, within the next 30 (thirty) days, the problem can be presented by both parties to the arbitration procedure according to the regulations of the Chamber of Arbitration of Milan. The arbitration will be dealt with in Milan and the language used for it will be English. The final decision with which the procedure concluded will be definitive and binding for both parties. It is here informed that the Italian text is a translation of the English text, and that in case of doubt or controversy or unwanted error the latter will be considered as the text of reference.

The Court of Arbitration will apply the European University Institute's regulations, including the Financial Regulation and the Public Tender Regulation, completed if necessary by the norms of the Italian Law.

For any controversy the documentation in English on the website will be used as proof

17. Applicability of the Protocol on the Privileges of the European University Institute

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

Kathinka España
Director of
Real Estate and Logistics Service