TENDER CONTRACT


BETWEEN: the European University Institute, which has its legally registered office in San Domenico di Fiesole, via dei Roccettini 9, C.F. 80020410488, in the person of the President ................................................ (who shall henceforth be referred to as the Client, or IUE);

AND: the company................................................................. in the person of the Legal Representative............................................. (who shall henceforth be referred to as the awarded company or Contractor)

CONFIRM

- on the date of ......................... the Patrimony and Logistics Service of the Client, has announced a tender procedure for the award of the cleaning service, including the provision of sanitary products and overseeing activities for the premises and university residences of the European University Institute and Historical Archives the European Union;

- with notice n. ....................., the Consultation Commission for Acquisitions and Markets issued a favourable decision to award the company ......................... ................................................................., the assignment of the aforementioned services;

- that the Contractor has submitted the required documentation for the purpose of entering into this Contract, which is annexed to this Act and forms integral and substantial part thereof (Appendixes .........................);
that the awarded Contractor declares that the results of this Contract and its appendixes, the Special Tender Specifications (hereinafter referred to as STS) signed by the legal representative of the Letter of Invitation and the attached documents, defines adequately and completely the object of the services to be provided and, in any case, has been able to capture all elements required for a suitable technical and economic evaluation of the same, as for the formulation of the economic offer;

- that this Contract does not give rise to any obligation to the Client in respect to the Contractor, except those expressly referred in the same;

AS SUCH

including the aforementioned elements it is hereby agreed as follows:

ARTICLE 1
(Requirements and attachments)

The prerequisites, cited documents under the same and all documentation provided by the Contractor in the competition, even if not physically attached, constitute an integral and substantial part of this contract.

ARTICLE 2
(Object and location of service)

The EUI, as above indicated, entrusts to the company

........................................................................................................................................................................,
in the person of the representative mentioned in the epigraph, who accepts without reservation, the contract in object. The service of cleaning and the provision of related services for which the Contractor is contractually obligated, are those described in the Letter of Invitation, in the STS, signed for acceptance on each page by the Contractor in the tender and here attached, as well as those described in the economic offer, in the realisation of the
technical specifications document, and in all documentation provided by Company in the tender.

The place of execution of the contractual services will be the venues and university residences of the European University Institute and the Historical Archives of the European Union referred to in Article 6 of the STS.

**Article 3**
*(Duration)*

The tender covered by this contract, except where indicated in the following Articles 32, 34 and 35, has a duration of 64 consecutive months with effect from 01/09/2013 to 31/12/2018.

**Article 4**
*(Trial period)*

A trial period of 6 (six) months is included, during which time the Contracting Authority may proceed to terminate the contract wherever default of the Contractor has been determined, in which case 30 (thirty) days’ notice shall be provided via a registered letter with acknowledgement of receipt.

**Article 5**
*(Payment of dues)*

For the regulation of aspects pertaining to payments, the parties shall refer to the provisions of Article 28 of the STS.

**Article 6**
*(Variations in price)*

The contractual price of the service will be subject to periodic revision as of the second year, as regulated in Article 29 of the STS.
Article 7  
(Liability of the Contractor)

The Contractor is responsible for its employees, in accordance with Article 2049 of the Civil Code. The Contractor shall also, at his own expense, be responsible for all individual entitlements required to fulfil its obligations under the Legislative Decree 81/08, and any subsequent amendments, relating to the occupational health and safety of workers, as indicated in Article 27 of the STS.

Article 8  
(DUVRI)

In accordance with Legislative Decree 81/08 (safety in the workplace) the Client has developed a document for the evaluation of Risks of Interference (DUVRI) relating to this service, which is attached as an integral part to this agreement.

Article 9  
(Duties and obligations for the undertaking Contractor)

The successful Contractor agrees to perform all services under this present Contract in a workmanlike manner, in compliance with the prevailing regulation and following the conditions, procedures, terms and requirements contained in the Letter of Invitation, in the STS and attachments, in this Contract as well as those described in the documentation provided by Contractor during the tender.

The Contractor shall bare, in the sense of together with the contracted amount, all the expenses and risks concerning the activities and formalities explicit in the full carrying out of the contract object, including, by way of example and without limitation to, those listed in Article 24 of the STS.

The Contractor undertakes to observe, in the execution of the contractual services, all the norms and all technical requirements and safety regulations, as well as those which may be
enacted during the term of this Contract, it being expressly agreed that any additional costs incurred, arising from the observance of these aforementioned norms and regulations, are and shall remain the sole responsibility of the Contractor, intending in any case to be remunerated with the contractual amount so that the Contractor, having assumed all the related risks, will not on such a basis advance any claim for compensation against the Client.

The Contractor undertakes to comply with all information related to the execution of contract that may be issued by the Client.

The Contractor is obliged, finally, to immediately inform the Client of any circumstances that may have influence upon the implementation of activities subject to this Contract.

In case of failure on the part of the Contractor to comply to the obligations referred to in the preceding paragraph, the Client, retaining the right to claim for damages, may declare this Contract terminated immediately.

**Article 10**
*(Compliance with work conditions)*

The Contractor, in regards to operators used in the execution of service, must rigorously comply with local regulations in place concerning work, accident prevention in the workplace and social security, and is required to comply with all obligations prescribed by the relative category of collective bargaining agreements, both national and local, even after their expiry date until they are replaced, in such a way that the Client is completely exonerated from any such responsibility and, particularly, from any accidents or incidents which may occur during the execution of the service.
Article 11
(Bid bond)

As a guarantee towards the regular execution of the obligations arising from this contract, the Contractor has filed the surety ................................................................. (Appendix ...........) in accordance with the provisions of Article 36 of the STS.

This deposit will remain bound, in the amount determined, until all contractual obligations have been fulfilled. It will be replenished by and by as the Institute deducts from the deposit for any reason pertaining to facts connected to the execution of the contract. If this replenishment is not effectuated within a period of 15 days from the date of receipt of the letter of request to do so, the Institute has the right to terminate the Contract via allocating the contract to a third party to the detriment of the Client.

Article 12
(Insurance)

The successful Contractor assumes every responsibility in case of accidents and in case of damage to persons and property, both of the Client and third parties, which may occur in reliance of the Contract, irrespective of the nature or the cause. In this regard, a copy of the insurance cover taken out by Contractor in accordance with the requirements governed by Article 37 of the STS is attached (Annex .......).

Article 13
(Penalties for non-compliance)

The carrying out of service in irregular and unsatisfactory means, in the opinion of the Contracting Authority, shall involve the application of penalties pursuant to Article 25 of the STS.

In cases of irregular and unsatisfactory provision of service, a written notification will be provided to the Contractor by the Contract Manager. The Contractor will be required in any
event to provide their comments in writing to the Client within a maximum of five (5) calendar days of said dispute. If the provided conclusions are not acceptable in the opinion of the Client, there is no answer or response is not received within the time specified, the penalties referred to in Article 25 of the STS will apply to the Company, as of the beginning of the failure.

The request for and/or payment of penalties shall not relieve in any instance, the Contractor from carrying out the obligation/s for which it is has been proven in default.

**Article 14**  
*(Prohibition of subcontracting)*

The absolute prohibition to subcontract the service characteristic of this contract and any ancillary services not specified in the tender is laid down, as disciplined by Article 38 of the STS.

**Article 15**  
*(Withdrawal from and termination of the contract)*

In addition to what is regulated by Articles 32, 34 and 35 of the STS, the Client may terminate the contract:

a) if any untruthfulness of statements made by the Contractor throughout the course of the tender procedure is determined or in the event that requirements for participation in the tender are not met;

b) upon non-fulfilment of contractual services in a workmanlike manner, in compliance with the existing rules and under the conditions, procedures, terms and requirements contained in this contract, the Letter of Invitation and in the Special Tender Specifications;

c) by failure to reintegrate any of the deposit deducted within a period of 10 (ten) days of receipt of the request by the Client, pursuant to Article 10 above;
d) via failure to provide insurance cover for risks throughout the entire term of the contract, pursuant to Article 11.

The withdrawal must be communicated to the Contractor by registered letter with acknowledgement of receipt at least 30 (thirty) days prior to the date from which it will take effect, unless upon occurrence of unanticipated events or where determined by force majeure.

**Article 16**
(Consequences of termination)

Upon termination of the Contract, the Client shall have the right to award the contract to a third party, without the Contractor being able to propose any exception.

Notification of any such act of outsourcing shall be provided to the undertaking in the prescribed form, with subsequent communication to state the amount of damages to be charged for any additional expenses incurred by the Client.

These amounts will be deducted from any eventual credits of the Contractor and, where these are insufficient, from the deposit, without prejudice to the rights of the Client towards the assets of the Contractor.

The execution of damage claims does not exempt the Client from civil and criminal liability which may occur under the law due to the motivating facts behind the resolution.

Termination of the contract does not relieve the Contractor, if so requested by the EUI, from the obligation to continue with the service provision, at the same prices and conditions stipulated in this Contract, for at least an additional sixty (60) days from the date of notification of termination of contract.
Article 17  
(Disputes, arbitration clause and applicable law)

For matters not expressly specified in this agreement and other connected contractual instruments, the rules of the Italian Judiciary shall be referred to.

Any disputes that may arise between the parties as to the interpretation and proper execution of contractual rules that cannot be resolve with a direct agreement will be referred to an ad hoc Ombudsman appointed by common agreement, as provided for in Article 40 of the STS.

Article 18  
(Contract contacts)

For the Contracting Authority, responsibility for this contract falls upon the Patrimony and Logistics Service, represented by its director, Dr. Kathinka España, and appointed administrative staff.

For the Contractor, the sole responsibility of this contract is ..............................................................

The Institute reserves the right at any time to modify via simple communication the person of contact for this contract.

Article 19  
(Contractual costs)

All contractual and any consequential costs (fixed fee registration), will be paid by the Contractor without the right to recourse against the Contracting Authority.

AWARDED CONTRACTOR     EUI

_________________________________              _______________________________

Under Article 1341 of the Civil Code, the parties expressly declare to have read, to be aware of and to unconditionally approve the following clauses: - Article 3 (duration), - Article 9
(duties and obligations for the undertaking Contractor) - Article 13 (penalties for non-compliance) - Article 14 (prohibition of subcontracting) - Article 15 (withdrawal from and termination of the contract) - Article 16 (consequences of termination), - Article 17 (arbitration clause and applicable law).

AWARDED CONTRACTOR

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EUI

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Appendixes:
A) Special Tender Specifications
B) Surety Policy
C) Copy of Insurance Policy
D) DUVRI