



REAL ESTATE & FACILITIES SERVICE

CFT/EUI/REFS/2013/002

Annexed Special Tender Specifications for the entrusting of the cleaning service, including provision of hygiene and sanitary products and overseeing activities, of the working locations and university residences of the European University Institute and the Historical Archives of the European Union.

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YEAR 2013

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SECTION I

GENERAL INFORMATION REGARDING THE TENDER

Article 1 – Definitions

“Contractor” means the company to which the tender has been awarded, and to which the supply of services object of this Special Tender (S.T.) is entrusted.

“Contracting Authority” and “Client” mean the European University Institute, which entrusts the services object of this Special Tender to the Company.

Article 2 – Object of the tender

This tender governs the procedures for executing the daily and periodic cleaning service, including provision of hygiene and sanitary products such as cloth towels, toilet paper, toilet seat covers, liquid hand wash soap, sanitising and deodorising items, and daily supervision and waste collection activities for the working locations and university residences of the European University Institute and the Historical Archives of the European Union, as further described in Article 6.

The services and means of execution for cleaning of the buildings subject to the tender are more expressly outlined in detail in Article 7.

In particular, the cleaning service shall ensure the achievement of the following objectives:

- Maintain an optimal hygienic-sanitary level in the environments and facilities subject to the service in order to ensure the maximum comfort and the best working conditions for the personnel and guests of the EUI;
- Upkeep the aesthetic appearance of the premises and areas subject to service;
- Safeguard the integrity of the surfaces subject to cleaning.

In order to allow competitors to be in possession of all information relevant for assessing the conditions and circumstances of service provision so as to present an appropriate economic offer, we attach to these specifications the floor plans of all buildings, including a table summarising the various types and dimensions of existing flooring in each building, the quantity of glass surfaces, washrooms, etcetera.

Article 3 – Duration of contract

The contract covered by this tender, except where indicated in the following Articles 32, 34 and 35, has a duration of 60 consecutive months with effect from 01/09/2013 to 31/08/2018.

At the date of the contract expiry, should the Contracting Authority not yet have awarded the service for the subsequent contractual period, the Contractor will be obliged to extend its service for a period of no more than 6 (six) months, under the same contractual conditions as applicable at the date of contract expiry.

The elected Contractor is subject to a trial period of 6 (six) months. During this time, if the execution of service is not equal to or greater than that offered in the tender by the Contractor themselves, the

Contracting Authority may proceed to terminate the contract, giving 30 (thirty) days' notice via a registered letter with acknowledgement of receipt and award the service to the company that is second in the list of offers meeting the needs of the Contracting Authority.

Article 4 – Estimated value of the contract

The amount of the base bid is set at 2,200,000.00 (two million, two hundred thousand/00) euro excluding VAT for the entire duration of the contract (five years).

This amount has been determined by the Contracting Authority with reference to the ministerial tabling of the Region of Tuscany, providing the average hourly labour cost for employees of companies undertaking cleaning work and integrated service/multi-service activities as of 1 September, 2012.

The contracted amount includes all benefits under this tender, by the letter of invitation, and the offer made by the Contractor in the tender if ameliorative, along with any other charges directly and indirectly required for the proper carrying out of the contracted service.

Article 5 – Reduction and increase of service

The Contracting Authority expressly reserves the right to reduce, even if only temporarily, the service subject to the tender, excluding one or more of the buildings, or portions thereof, listed in the successive Article 6, or suspending one or more of the services.

In the case of suspending service to a property, either wholly or in portion thereof, or in the event of non-use, the monthly fee will be reduced by the amount proportional to the surface area disposed of based on the cost per square meter offered by Contractor in the tender.

In the case of acquisition of a new building or the expansion of one of the properties listed in Article 6, the monthly fee will be increased by the amount proportional to the surface area acquired based on the cost per square meter offered by the Contractor in the tender.

Article 6 – Locations of service provision

The below lists all actual locations and university residences of the European University Institute and the Historical Archives of the European Union. The Contractor will have to guarantee service object to the tender along with any future and eventual locations that may be incorporated throughout the validity period of the contract.

Institutional venues

- **Badia Fiesolana**, Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)
- **Villa Sanfelice** , Via dei Roccettini, 5 - 50014 San Domenico di Fiesole (FI)
- **Villa Sanfelice II** , Via dei Roccettini, 5 - 50014 San Domenico di Fiesole (FI)
- **Villa Pagliaiuola**, Via delle Palazzine, 17/19 - 50014 San Domenico di Fiesole (FI)

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- **Villa Malafrasca**, Via Boccaccio, 151 - 50133 Firenze
- **Convent of San Domenico**, Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)
- **Complex of Villa la Fonte – Dependence – Limonaia - Serra**, Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)
- **Complex of Villa Schifanoia – Casale – Villino - Cappella**, Via Boccaccio, 115/121 - 50133 Firenze
- **Villa Raimondi**, Via Boccaccio, 111 - 50133 Firenze
- **Villa San Paolo**, Via della Piazzuola, 43 - 50133 Firenze
- **Villa San Paolino**, Via della Piazzuola, 47 - 50133 Firenze
- **Villa il Poggiolo**, Piazza Edison, 11 – 50133 Firenze
- **Villa Salviati – Ipogeo** – (sede Archivi Storici), Via Bolognese, 156 – 50133 Firenze
- **Villa Salviati – Manica** – (sede IUE), Via Bolognese, 156 – 50133 Firenze

University residences

- **Apartment PDM**, Via Faentina, 94/b - 50014 Pian del Mugnone (FI)
- **Apartment PDB**, Via Faentina, 384/a - 50133 Firenze (FI)

SECTION II SPECIFIC SERVICE CHARACTERISTICS

Article 7 – Procedures for the execution of service

The cleaning service is understood as the sum of all activities necessary to safeguard hygiene and sanitation of the work environments, including equipment, furniture and fittings, to be carried out by specialised personnel utilising the best equipment available and the most suitable materials, with the aim of ensuring a constant and perfect cleanliness and hygiene level of all the areas and environments of the Client.

All work must be carried out carefully and in a workmanlike manner utilising the most suitable means and materials.

The service must therefore be constituted by a combination of daily and periodic output according to the specific minimum activities listed successively in Articles 8 and 9. In order to guarantee an optimal cleaning service of the environments throughout the course of the contract, such benefits may be integrated and/or modified as needed. For the quotation of any eventual modifications either by way of increase and/or decrease, the prices offered by Contractor in the tender will be utilised.

To clarify:

- **daily tasks** must be generally effectuated from Monday to Friday during the hours 19:00/08:00 so as not to obstruct the administrative and academic activities of the Institute. The offices and areas subject to the cleaning service must be perfectly clean before the start of institutional/academic activities and of research at the Institute which is usually undertaken from 8:00am. Unless otherwise agreed with the representatives of the Contracting Authority, cleaning tasks are to be performed only up until 8:00am;

- **periodic tasks** must be effectuated at the minimum frequency specified in the following Article 9 and must be coordinated with the representatives of the Contracting Authority.

In addition to what is specified above, the following is also prescribed:

- Included in the contracted amount are all activities relating to the provision and positioning of consumable materials required for hygienic services (cloth towels, toilet paper, liquid hand wash soap, tissue toilet covers, feminine sanitary bags, sanitizers, air fresheners, etcetera) in the quantities required for the personnel present in the various offices, plus for any external visitors who may obtain access. Additional is the supply of suitable liners for internal and external garbage recipients and for any recycling containers. To avoid any lack of provision, the Contractor must maintain a sufficient supply of such products on the premises that will be allocated to the Contracting Authority within certain locations for the carrying out of service.
- For cleaning operations in all environment, specific multi-purpose cleaning trolleys must be used, equipped with various shelves, buckets and containers for products that are ready for use, as well as bag holders for the collection of waste, cloths and buckets that are colour-coded according to their use. At the end of the service, the equipment used must be thoroughly washed and rinsed in order to be stored perfectly clean in the rooms assigned.
- During the carrying out of services, the Contractor is required to adopt all necessary safety and security precautions in accordance with the requirements of the Contracting Authority property, and in the case of damage caused by its own personnel is required to notify the representatives of the Institute and organise repairs of any damaged property or failing that, their compensation.
- In compliance with current laws governing the subject matter, the Contractor is required to provide a daily collection and disposal of the various types of wastes generated and placed in the collection containers throughout the various offices, including those within the food areas and cafés of the researchers (paper and cardboard, multi-material of glass, plastic and cans, plus general waste). The burden of replacing bin liners as necessary for the aforementioned containers will always fall upon the Contractor.
- Upon conclusion of the cleaning work, it is the obligation of the cleaning staff to verify that all doors, windows and other means of access are secured. On the eve of prolonged closures (Easter, August and Christmas), workers must take care to also close all exterior shutters in each building and to reopen them on the first morning of reopening, prior to the commencement of official activities.
- Cleaning staff are also required to turn off all lighting at the end of the cleaning work, whether they consist of lamps, light fixtures or the like, along with any audio and video systems in the seminar/conference rooms.
- The cleaning staff shall be obliged to check all manholes and drainage grates of the terraces, balconies, patios and garages, in order to then remove if necessary any debris, leaves or other items which may cause obstructions or blockages.

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- h) The Contractor must ensure timely intervention for the cleaning of the premises in case of emergency events (e.g. flooding, etcetera).
- i) Throughout the course of the contract, the Contracting Authority reserves the right to make changes in regards to the cleaning. Such amendments shall not give rise to the recognition of higher compensation or reimbursement of any kind.

Should the company even partially fail to perform a contracted service, with notice the Client may order another company to execute the service either partially or totally omitted, debiting the Contractor itself any related costs and any damages resulting from failure to provide the service.

Article 8 – General list of ordinary services

Following is a list for each area specifying the daily minimum tasks to be carried out, together with their relative frequencies:

8.1 - AREAS CONCERNED: ENTRYWAYS, FORECOURT AREAS OF THE ENTRYWAYS, STAIRS AND RAMPS FOR BUILDING ACCESS, CORRIDORS, REPRESENTATIVE OFFICES (THE PRESIDENT AND SECRETARY-GENERAL), SEMINAR/CONFERENCE ROOMS, COURSE ROOMS, TERMINAL ROOMS, MEETING ROOMS, MEDICAL ROOMS, GYM, RESTAURANT/CAFE' AREAS, SELF-SERVICE ZONES, RESEARCHERS' BAR, NURSERY, LOGGIA, CHIOSTRA, EXTERNAL AREAS, EXTERNAL AREAS BEING RESTORED, PARKING.

MINIMUM INTERVENTION	FREQUENCY
o Mopping of all pavements with stone, rubber or parquet surfaces.	DAILY
o Sweeping and vacuuming with appropriate equipment of carpeted floors and/or any rugs/mats, taking all necessary precautions.	DAILY
o Sweeping and cleaning the areas in front of the entrances of the various buildings.	DAILY
o Emptying and cleaning of ashtrays including sieving the sand and emptying of waste containers (paper bins and others) including throughout outdoor areas and gardens, replacing the bin liners (to be substituted in any case at least once a week).	DAILY
o Emptying of containers for separated waste collection (paper, undifferentiated, or multi-material of glass, plastic, cans, batteries and bottle caps), including those reserved to the food areas and researchers' bar, and delivering that collected to the appropriate zones or to the public collection areas within the surrounding areas, in accordance with the Municipal Regulations in force concerning separated waste collection.	DAILY
o Cleaning and washing with specific products the magnetic whiteboards present in the meeting, seminar and conference rooms.	DAILY
o Elimination of fingerprints on the glass doors.	DAILY
o Wet dusting and any eventual stain removal on the tables and chairs present in the food areas, including those reserved for the nursery and those installed in the outdoor rest areas.	DAILY
o Cleaning of the floors of the dining areas/café, self-service zones, researchers' bar plus cafeteria and nursery lunch room, with specific products and methods that allow for an appropriately clean washing solution.	DAILY

○ Washing of all floors with stone, rubber and parquet surfaces with specific products and methods that allows for an appropriately clean washing solution.	THRICE WEEKLY (MON/WED/FRI)
○ Cleaning of lifts and elevators with a damp cloth and disinfectant product.	THRICE WEEKLY (MON/WED/FRI)
○ General management of paved, dirt and/or gravel areas, pedestrian paths, stairs, ramps, footpaths, parking areas, including any drainage grates or manholes, involving the cleaning out of debris, leaves, paper, bottles, cigarette butts and any other accumulates, along with the emptying of bins and ashtrays with any necessary plastic liner replacements.	FORTNIGHTLY

8.2 - AREAS CONCERNED: OFFICES – AREAS EQUIVALENT TO OFFICE AREAS – INTERNAL DEPOSIT ROOMS FOR LIBRARY BOOK STORAGE

MINIMUM INTERVENTION	FREQUENCY
○ Emptying and cleaning of ashtrays and paper bins, with any eventual replacement of bin liners (to be substituted in any case at least once a week).	TWICE WEEKLY (TUES/THURS)
○ Sweeping and washing of all pavements with stone, rubber or parquet surfaces.	TWICE WEEKLY (TUES/THURS)
○ Sweeping and vacuuming with appropriate equipment of carpeted floors and/or any rugs/mats, taking all necessary precautions.	TWICE WEEKLY (TUES/THURS)
○ Wet dusting at operator height of furnishings and accessories: desks, chairs, tables, telephones, monitors, keyboards, table lamps, wardrobes, bookcases, filing cabinets, shelving, drawers, etcetera.	TWICE WEEKLY (TUES/THURS)

8.3 - AREAS CONCERNED: RESTROOMS – GYM – CHANGE ROOMS – SPORTING FIELD

The cleaning of the restrooms, except for those inside the library, must be undertaken by the Contractor from Monday to Friday with a frequency of twice daily (firstly prior to 8:00 and subsequently in the time slot 12.00/15.00). On Saturday at the headquarters of the Badia Fiesolana, cleaning of the restrooms in the hallway and one adjacent to the control room must be guaranteed, with two reviews in addition to the main cleaning prior to opening. That is, an initial operation is required before 8:00am, a second at 12:30 and the third and last at 17:00.

For the restrooms of the Library four cleaning services should be provided daily from Monday to Friday, in addition to the cleaning prior to opening, That is, an initial operation should occur before 8:00, the second at 11:30, the third at 14:30, the fourth at 17:30, with the fifth and last at 20:00. On Saturday two revisions must be guaranteed in addition to the cleaning prior to opening, or rather the first revision before 8:00, the second at 12.30, with the third and final at 17:00.

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The frequency of cleaning the restrooms and changing rooms of the sporting field and gym is daily except in the case of particular sporting events, when the Contractor will be required to increase frequency in accordance with the greater flow of people.

In cleaning the sanitary areas, cloths or sponges and colour-coded buckets must be utilised, according to the specific zones to be treated. Any eventual blockages or malfunctions of various kind should be immediately reported to the concierge or management of the property in question.

When the service is to be effectuated during the working hours of the building, the Contractor is obliged to ensure the safety of users via signage of any hazards.

MINIMUM DAILY INTERVENTION FOR GENERIC HYGIENE SERVICE AREAS	FREQUENCY
○ Sweeping, washing and disinfecting of floors.	TWICE DAILY
○ Washing and disinfecting of sanitary areas, cleaning of sinks and of mirrors.	TWICE DAILY
○ Check and, if necessary, supply and replenishment of hygiene and sanitary products: cloth towels, tissue toilet seat covers, hand-wash soap, toilet paper, feminine sanitary bags, toilet disinfectant, air freshener if present.	TWICE DAILY
○ Emptying waste bins with replacement of the bin liners and disposal of waste in the appropriate containers placed at the points of collection in accordance with the Municipal Regulations in force concerning waste collection.	TWICE DAILY

MINIMUM DAILY INTERVENTION FOR LIBRARY HYGIENE SERVICE AREAS	FREQUENCY
○ Sweeping, washing and disinfecting of floors.	FIVE TIMES A DAY
○ Washing and disinfecting of sanitary areas, cleaning of sinks and of mirrors.	FIVE TIMES A DAY
○ Check and, if necessary, supply and replenishment of hygiene and sanitary products: cloth towels, tissue toilet seat covers, hand-wash soap, toilet paper, feminine sanitary bags, toilet disinfectant, air freshener if present.	FIVE TIMES A DAY
○ Emptying waste bins with replacement of the bin liners and disposal of waste in the appropriate containers placed at the points of collection in accordance with the Municipal Regulations in force concerning waste collection.	FIVE TIMES A DAY

INTERVENTION FOR THE GYM, CHANGE ROOMS AND SPORTING FIELD	FREQUENZA
○ Sweeping, washing and disinfecting of floors.	DAILY
○ Washing and disinfecting of sanitary areas, cleaning of sinks and of mirrors.	DAILY

<ul style="list-style-type: none"> ○ Check and, if necessary, supply and replenishment of hygiene and sanitary products: cloth towels, tissue toilet seat covers, hand-wash soap, toilet paper, feminine sanitary bags, toilet disinfectant, air freshener if present. 	DAILY
<ul style="list-style-type: none"> ○ Emptying waste bins with replacement of the bin liners and disposal of waste in the appropriate containers placed at the points of collection in accordance with the Municipal Regulations in force concerning waste collection. 	DAILY

8.4 – AREAS CONCERNED: CONSULTATION ROOMS AND LIBRARY RECEPTION COUNTER

INTERVENTION	FREQUENCY
<ul style="list-style-type: none"> ○ Emptying and cleaning of ashtrays plus emptying of waste paper bins. 	DAILY
<ul style="list-style-type: none"> ○ Mopping of all pavements with stone, rubber or parquet surfaces. 	DAILY
<ul style="list-style-type: none"> ○ Sweeping and vacuuming with appropriate equipment of carpeted floors and/or any rugs/mats, taking all necessary precautions. 	DAILY
<ul style="list-style-type: none"> ○ Wet dusting at operator height of furnishings and accessories: desks, chairs, tables, telephones, monitors, keyboards, table lamps, wardrobes, bookcases, filing cabinets, shelving, drawers, etcetera. 	DAILY
<ul style="list-style-type: none"> ○ Elimination of fingerprints on the glass doors. 	DAILY

8.5 – AREAS INVOLVED: LIBRARY - BOOK DEPOSITORY ROOMS IN PUBLIC CONSULTATION ROOMS - DEPOSITORIES INSIDE AND OUTSIDE THE LIBRARY

The Contractor, based on the amount of shelving to clean (approximately 17,400 linear meters) and of calendar days available, will be required to establish a programme to ensure the cleaning of all volumes and shelves over a period of 6 months in order to guarantee two cycles are completed during a contract year.

The shelving will need to be emptied and washed with care, using appropriate products. All volumes removed in order and deposited in special carts must be properly dusted on the cover and spines with an antistatic dusting cloth. It is strictly forbidden to use any type of liquid product. All volumes removed must be repositioned on the shelves in the pre-existing order.

In the opening days of the Library (Monday-Saturday), the cleaning of the books located in the consultation rooms open to the public may be effectuated only up to 8:30am or during all periods of closure of the Institute as indicated in the academic calendar attached (Appendix A).

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This constraint does not apply to the cleaning of shelves and books deposited internally and externally to the library, for which there is no time limitation and the service can indeed be carried out from Monday to Friday, according to the schedule to be agreed upon with the representatives of the Contracting Authority .

For this service, the competitor Contractor is free to formulate in the technical offer various proposals, specifying proposed methods for cleaning, the days and times involved and the hourly output expressed in linear meters.

8.6 – AREAS CONCERNED: RESEARCHERS' APARTMENTS ON VIA FAENTINA, 94b - Pian del Mugnone

The structure consists of three apartment blocks bordering a piazza outside the municipality, as well as three garages, one of which contains a laundry, and three external staircases:

- **10 three-room apartments from 58 sqm.** composed of: kitchenette, two bedrooms, a bathroom with shower, and balcony;
- **1 five-room apartments from 106 sqm.** composed of: kitchen, four bedrooms, two bathrooms (1 bath + 1 shower) and a balcony;

FORTNIGHTLY CLEANING

- Sweeping and washing of external stairs and landings with water and specific product.
- Sweeping and washing of garages and laundry areas with water and specific product.

MONTHLY CLEANING

- Sweeping of outdoor courtyards and removal of any organic waste from the relevant areas.

PERIODIC SPECIAL CLEANING UPON CHANGE OF TENANTS (upon request)

- Sweeping, washing and disinfecting of pavements including balconies.
- Cleaning and degreasing of the tiles, furniture and appliances of the kitchen (sink, range hood, stove top, oven and fridge) with a suitable detergent.
- Thorough cleaning of crockery and kitchenware present in the kitchen.
- Wet dusting internally and externally of furnishings and storage, radiators, sills, windows (including panes), blinds and shutters.
- Washing and disinfecting of bathrooms (sinks, shower, bidet, toilet, taps and mirrors).

8.7 – AREAS CONCERNED: RESEARCHERS' APARTMENTS ON VIA FAENTINA, 384/a – Ponte alla Badia

The building complex destined for university residence, is divided into two to three floors and consists of two buildings opposite to each other and connected by four stairwells. The complex consists of 60 apartments of which 47 are simplex (developed on one level) and 13 are duplex (developed on two levels connected by an internal staircase), which are of the following types:

Typology A I

- 38 accommodations with minimum surface area of 48.50 sqm and maximum 50.50 sqm consisting of: entrance, living room with kitchenette, 2 single bedrooms, 1 bathroom with shower.

Typology A II

- 9 accommodations, of which 8 are 37.36 sqm and one is 40.34 sqm, consisting of: entrance, living room with kitchenette, 1 double bedroom, 1 bathroom with shower.

Typology A III

- 9 accommodations of which 4 are 52.37 sqm, 2 are 56.72 sqm, 1 is 59.58 sqm and 2 are 64.52 sqm consisting of a first floor with entrance, living room with kitchenette, 1 bathroom and 1 internal staircase connecting to the second floor where there is: 1 double bedroom, 1 single bedroom and 1 bathroom with shower.

Typology A IV

- 4 accommodations of which 2 are 59.34 sqm and 2 are 60.39 sqm consisting of first floor with entrance, living room with kitchenette, 1 study, 1 bathroom and an internal staircase connecting to the second floor where there is 1 double bedroom, 1 single bedroom, 1 bathroom with shower.

DAILY CLEANING

- Sweeping and mopping of pavements with water and specific product.
- Washing and disinfecting of bathroom.
- General cleaning of the outdoor public areas, including the laundry room and storage areas located in the basement of the building complex.

In order to allow for fortnightly cleaning of each housing unit, the Contractor must account for cleaning six accommodations per day during the time frame of 14:00-17:00 plus part of the outdoor public areas such as stairs, landings, patios, laundry room and storage in the time slot 10:00-13:00.

In addition to performing the regular cleaning service, attendants will need to inspect the general conditions of the apartments, including the state of maintenance concerning furnishings and accessories, reporting back to the Contracting Authority at the end of each working day any anomalies and/or problems encountered.

PERIODIC SPECIAL CLEANING UPON CHANGE OF TENANTS (upon request)

- Sweeping, washing and disinfecting of pavements including balconies.
- Cleaning and degreasing of the tiles, furniture and appliances of the kitchen (sink, range hood, stove top, oven and fridge) with a suitable detergent.
- Thorough cleaning of crockery and kitchenware present in the kitchen.
- Wet dusting internally and externally of furnishings and storage, radiators, sills, windows (including panes), blinds and shutters.

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- Washing and disinfecting of bathrooms (sinks, shower, bidet, toilet, taps and mirrors).

Article 9 – General list of periodic services and their relative frequencies

The following provides a descriptive list of the interventions and the relative frequencies of the minimum periodic cleaning required under the contract as part of the 'inclusive package':

INTERVENTIONS	FREQUENCY
○ Sweeping and washing of floors of the external library deposits, of the storerooms and technical rooms.	MONTHLY
○ Cleaning of the glass doors, both internally and externally.	MONTHLY
○ Removing cobwebs from the walls and ceilings of the interior rooms, porches, cloisters, etcetera.	QUARTERLY
○ Thorough cleaning of the wall lamps, floor lamps and light fixtures (including decorative).	TWICE YEARLY
○ Washing of the windows on the inside and outside and their related fixtures, of the exterior shutters, rolling shutters and bins accessible from within as well as those placed at a height so as to require the utilisation of scaffolding, boom lift or platform area.	TWICE YEARLY
○ Washing with mono-brush and re-treatment with specific products which are protective, non-slip and polishing of all internal and external surfaces in terracotta, stone or any other stone-like material (including stairs).	TWICE YEARLY
○ Thorough washing and disinfecting of floors, carpets, textiles, rugs, mats and runners (guides).	TWICE YEARLY
○ Thorough washing and treatment with specific products which are protective, polishing and non-slip of all flooring in parquet, rubber and PVC.	TWICE YEARLY

The execution of the periodic cleaning as described above must take place outside of the hours designated for routine cleaning. For the quotation and the enforcement of regular cleaning the Contractor should refer not only to the floor plans of the locations and buildings provided in the tender, but also to the situation internally and externally as noted during the obligatory site inspection.

The personnel assigned to the regular cleaning tasks must be specially trained and equipped with the necessary work gear and suitable protection and security systems, appropriate to the nature of work performed.

The effectuation of the periodic and thorough cleaning must be done according to a schedule agreed upon with the Contracting Authority. To this end, the Contractor should, prior to the start of the contract, formulate a proposed calendar to be divided into trimesters, which is detailed and distinct to each building, indicating the dates of execution of the periodic and thorough cleaning tasks. The calendar must be complete yet with a degree of flexibility that allows managers of the Contracting Authority, prior to its approval, to harmonise it with other ongoing activities taking place at the sites concerned. Failure to

comply with the timetable without justification will be penalised as per the provisions outlined in the following Article 25.

The correct execution of the periodic cleaning tasks will be demonstrated through specific reporting and ad hoc checks by the personnel of the Contracting Authority. Each report will be signed for approval by the Contracting Authority and will contribute to the demonstration of the Contractor's credit.

Article 10 – Extraordinary operations

The Contracting Authority may request upon specific need, the execution of extraordinary cleaning tasks.

For each extraordinary task, the Contractor will be required to provide a detailed account in which the type of service performed is specified, along with the amplitude of the surface area cleaned, the time taken, the means used, the number of personnel and amount of products required.

Payment for special cleaning operations will be done as a final balance calculated on the basis of the measure of surface cleaned, using the contract price per square metre resulting from the award.

The rate of remuneration for the extraordinary tasks is intended to be all encompassing of every cost incurred by the Contractor.

In any case, the Contracting Authority reserves the right, after undertaking a market survey, to appoint alternative companies other than the successful bidder to execute any of the extraordinary tasks.

In consideration of the extraordinary cleaning needs of the spaces, furniture and accessories, the Client has outlined certain types of recurring extraordinary cleaning services, as described in the second page of the tender module, for which the Contractor as part of the tender is requested to submit an offer for each type, specifying also an hourly output.

Article 11 – Time slots

All works must be effectuated in respect of a programmed scheduled to be coordinated in advance with the representatives of the Contracting Authority, so as not to cause any disturbances to the ordinary carrying out of activities performed in each building and individual environment.

The activities of periodic cleaning must be rigorously programmed in terms of timing and must be performed outside of the time allocated to the regular cleaning, except where otherwise agreed upon with the management of the Contracting Authority. Any eventual modifications throughout the course of the year must be agreed to by the Contracting Authority representatives. The table below shows type of location and the optimal time slots for carrying out the cleaning service for each building.

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PULIZIE ORDINARIE	FASCE ORARIE																							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
BADIA FIESOLANA																								
<i>BIBLIOTECA</i>																								
<i>SALE STUDIO (BF020-BF045)</i>																								
<i>BAR FLASCO</i>																								
<i>PALESTRA</i>																								
VILLA SCHIFANOIA																								
<i>SALE STUDIO (VS043 - VS091)</i>																								
<i>VILLINO</i>																								
<i>CRECHE</i>																								
<i>CASALE</i>																								
<i>CAMPINO CALCIO</i>																								
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Legenda <div> <div></div> Orario interdetto alle pulizie <div></div> Orario di possibile pulizia <div>RB</div> Orario Ripasso Bagni <div></div> Pulizia cucina Creche </div>																								

Article 12 – Permanent supervising attendant

The Contractor must provide for the presence of an employee with a fixed base at the headquarters of the Badia Fiesolana for the exclusive use of the Client for cleaning activities that are non-programmable, for emergency services and for various portorage such as the delivery of photocopier paper throughout the numerous buildings, moving of furniture, etcetera.

The person designated by Contractor must have good professional skills, a positive attitude towards interpersonal relationships with peers and service users, good capacity to understand and carry out the provisions of the work as given by the personnel of the Institute and must be in possession of a driver's license valid in the Italian territory. The staff of the Contractor are required to maintain the confidentiality of the facts and circumstances of which they become aware throughout the course of their duties. During the carrying out of assigned tasks and time spent on the premises of the Institute, the personnel of the Contractor are not to smoke and will also restrict the use of mobile telephones exclusively to business needs.

The attendant will also need to be available at any time and contactable via telephone.

The attendant must be provided with suitable means of travel at any time in an autonomous way between all other locations of the Client.

The service hours of the attendant, during the days in which the Institute is open, differing from the days of the Italian national calendar (see Appendix A), will be from 08:00 to 12:00 and from 13:00 to 17:00 hours (8 hours daily for 5 days per week).

The Contractor should assure the immediate replacement of the attendant during periods of programmed absence (vacations, permitted leave, etcetera) and in cases of illness or unforeseen absences.

It is the right of the Contracting Authority to ask the Contractor to dismiss from service any staff who, during the course of their role, have caused any grievances or behaved in an improper manner within the work environment. In this case, the Contractor shall provide for the replacement of the persona non grata no later than five days from receipt of a formal request.

Personnel of the Contractor must report for work duties in an appropriate work uniform suitable to their tasks, equipped with a business identity card bearing their photograph and name.

For the present provisions the Contractor must make an offer of a total annual rate with detailed indications of the cost of working overtime during holidays and nights, which may eventually be required during the term of the contract (Economic Offer Module Appendix F).

Article 13 – Key access and management

The company awarded the contract for the carrying out of the tendered service will receive magnetic cards, keys and passes to access each structure of the of the Client. The Contractor will thus be liable towards the Institute for the work of its employees, who will in turn be instructed to ensure the security of the premises assigned to them.

The Contractor undertakes to maintain a register of keys, magnetic cards, passes and anything else provided that is to be divided per structure and per area within the same structure, containing the names and personal data of its employees who receive such items and noting any subsequent variations, which will be submitted in advance and approved by the Client.

The employees of the Contractor shall be liable from Monday to Saturday, until the end of their shift, for the closing of windows and doors, as well as for turning off lights and any audio-video systems in all areas covered by the service.

Article 14 – Cleaning products

Cleaning activities will be effectuated with the use of suitable products, prepared, used and disposed of according to existing regulations and specifications of the manufacturers. The sanitising products must be in compliance of the EEC Regulation 648/2004 requirements in respect of labelling, biodegradability, dosages, danger warnings and modes of use. All products and materials that the Contractor intends to implement in the performance of the service are to be provided in an attachment to the proposal including technical details, specifications and safety data.

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Any other products not included in the list submitted must first be authorised by the Client. No products should be utilised where proper instructions and indications are not provided. In this regard, all materials/products used for cleaning are to be stored on the premises of the Client, contained in bags, bottles and/or cans which must INDIVIDUALLY report the information required for the necessary recognition of the product itself.

Storage of goods will be provided only in the quantity reasonably necessary to guarantee the continuity of service provision.

The Contractor will be responsible for the safekeeping of the products used. The Contracting Authority will not be responsible in case of any eventual theft of equipment and products.

Products with spray propellants chlorofluorocarbons (CFCs) are also prohibited.

The Client reserves the right take samples of chemical products and pre-prepared solutions to verify the characteristics and the exact percentage of dosage. In the case whereby any documented abnormalities are noticed, the Contractor is obliged to substitute the product and/or modify the dosage. Any laboratory costs incurred in the analyses will be borne by the Contractor itself.

The Contracting Authority may prohibit the use of materials, detergents, disinfectants and anything else that could, in their opinion, be considered unsuitable. In this case, whereby during the course of the contract, the Client for any reason were to require the replacement of one or more products, the Contractor will undertake, without requiring any additional charge, to timely replace the product together with updating of the technical specifications.

Any eventual improvements in the quality and eco-sustainability of products utilised will be evaluated within the context of the technical offer presented by the Contractor.

Article 15 – Hygiene and sanitary product distributors

Installation

The installation of any new distributors is to commence within 10 days of the award and be completed within one week from that date. All distributors installed must be filled with their relative consumable materials.

The new distributors will have to be installed and positioned in place of the existing distributors, taking advantage as much as possible of any attachment points of the old items installed. In removing old attachment elements, the Contractor shall provide for the filling, with special plaster or mortar, of any holes resulting from disassembly, together with the cleaning of the installation location from any packaging and any other resulting materials.

So as not to cause any inconvenience to users, the Contractor will coordinate with the outgoing company to proceed with the installation of new distributors simultaneously with the removal of the old ones. Distributors installed must be totally new and never before used.

In the provision should be included, at no additional cost to the Contracting Authority, all ongoing maintenance requirements, with any action needed to be carried out within three (3) days of receipt of the request, for new installations, removals, relocations, replacements and repairs of equipment.

Technical characteristics

Distributors and their related consumables that form the object of supply must be made with top quality materials in accordance with any local regulations governing their production and sale, as well as be in compliance with the following requirements:

15.1 Cotton roll towels

Characteristics of the distributor:

- wall mounted in shockproof material;
- easily washed and disinfected;
- automatic rewinding of the used part of the roll;
- indicator of the level of consumption;
- isolating system between the utilised and clean parts of the towel;
- system that allows quick and easy replacement of the rolls by persons engaged in the replenishment.

Characteristics of the consumable material:

- conformity with the laws in force concerning personal hygiene;
- length not exceeding 35 meters;
- subjected to antibacterial treatment;
- rolls have to be individually wrapped with material that permits avoidance of product contamination.

15.2 Sanitizer dispenser

Characteristics of the distributor:

- wall mounted;
- easily washed and disinfected;

Characteristics of the consumable material:

- complies with the regulations of the Department of Health.

15.3 Air freshener dispenser

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Characteristics of the distributor:

- wall mounted;
- easily washed and disinfected;
- electronic dual activation system to promote distribution of fragrance either via microphone or light;
- ability to schedule the disbursement;
- disbursement via diffusion (not spray).

Characteristics of the consumable material:

- complies with the regulations in force.

15.4 Feminine sanitary bag distributor

Characteristics of the distributor:

- wall mounted in shockproof material;
- easily washed and disinfected;
- contents are non-visible;
- ease of use and guarantee of hygiene;
- antibacterial system for organic material and odour resistant;

Characteristics of the consumable material:

- complies with the regulations in force concerning personal hygiene materials.

Article 16 – List of hygiene and sanitary product distributors installed in the various locations

The number of distributors currently installed and distinguished by type is as follows:

Building	Type of device installed			
	Paper hand towels	Sanitizers	Air fresheners	Sanitary bags
Badia Fiesolana	51	29	12	34
Villa San Felice	Wipes	2		2
Villa Malafrasca	6	6	6	5
Villa Schifanoia	31	32	4	23

Villa Raimondi	3	1	3	2
Villa San Paolo	6	11	6	6
San Paolino	2	2	1	1
Convent of San Domenico	9	10	10	6
Villa la Fonte	10	8	12	8
Villa il Poggiolo	7	7	7	3
Villa Pagliaiuola	6	2	5	
Villa Salviati	12	13	6	4
Total	140	146	63	88

In the interest of communication, in the table below is an estimate of hygiene and sanitary products consumed in a year:

Product	Estimated consumption
Cotton roll towels	4100
Sanitizer refills	300
Air freshener refills	110
Feminine hygiene bags	1500

Article 17 – Machinery and equipment

Throughout the execution of service, the Contractor should utilise machinery and equipment that is certified and in compliance with current safety regulations in force.

All tools, machines and equipment used should be of an optimal quality, suited to the specific purposes of use, be technically efficient and not noisy. They must be kept in perfect working condition and be equipped with accessories to protect and safeguard the operator and others from injury.

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In the interest of preventing the release of dust into the environment, the Contractor must reduce to a minimum the use of brooms and dry cleaning techniques, favouring instead the use of filtered vacuum cleaners and wet dusting wipes, whilst being dissuaded from the use of electrostatic powders.

The vacuum cleaners, carpet cleaners, electric brushes and similar equipment must always be equipped with aspiration devices and filters. The collection of any dry material is to be limited to the gathering of coarse material only.

After use, all items must be carefully washed, dried and stored in an orderly fashion within the premises provided by the Contracting Authority. All equipment and machines used in the service is to be clearly inscribed with the name of the Contractor.

The storage of machinery and products will be provided, only for quantities reasonably necessary to ensure the continuity of service.

The Contractor will be responsible for the safekeeping of the machinery, equipment and products used. The Contracting Authority will not be liable in the case of any damage or theft of equipment and products.

Article 18 – Provisions pertaining to personnel

All personnel assigned to the service must be made aware of the explicit arrangements for completion of the same and shall be informed of the environment in which they are called upon to work. The activities covered by this contract are to be carried out with care and diligence.

The Contractor will be required to assign the service to people of proven ability, honesty and morality who are able to behave in a decent and reprehensible manner, who are reserved, fair and willing to collaborate both with the staff of the Contracting Authority and with external visitors who access the premises. During the carrying out of assigned duties and time spent inside the premises of the Institute, all Contractor staff are not to smoke and will also be restricted in their use of mobile telephones to that required exclusively for work purposes.

At least five days prior to the start of the contract, the Contractor is required to provide to the Contracting Authority the following documents relating to personnel who will be employed in the provision of service:

- ✓ A complete list of names of all employees appointed including details pertaining to the date and place of birth, their job title and insurance and pension details, as well as their working schedule and weekly working hours;
- ✓ A copy of the staff payroll outlining personnel applied to the contract (module LUL);
- ✓ A copy of the work booklets of the aforementioned personnel (recruitment communication);
- ✓ extract of the criminal records check;
- ✓ copy of module D.M. 10 – UNIEMNS submission receipt (monthly pension payment to INPS).

This same documentation must be submitted whenever staffing changes occur amongst those effectively employed, as well as in cases of personnel substitutions or new staff recruitment within three days of the changes.

The service personnel must be equipped with a work uniform that is respectable and suitable to their task, along with being equipped with an identity card complete with name and photograph.

In the execution of service, staff of the Contractor must use diligence and prevent deterioration of floors, walls, furnishings and equipment existent in the premises. In the case whereby damage is caused to the property of the Institute or third parties due to negligence or carelessness of the Contractor staff, the Contracting Authority is authorised to claim recourse directly from the deposit provided (which must then be immediately replenished).

The Contracting Authority reserves the right to request the replacement of staff used to fulfil the obligations set out above. In this case, the Contractor will need to provide for the replacement of the persona non grata no later than five days after receipt of a formal request.

Wherever possible, all cleaning operations are to take place in the absence of university personnel or in locations that are closed. For this reason, staff of the Contractor will be responsible for the custody of the premises and at the conclusion of service will be responsible for the closure of all doors and windows, as well as turning off all lights and audio-visual equipment.

Personnel employed by the contract, in accordance with the certification of working hours of service, must use a special magnetic card to record their presence by means of special clocking system placed in the entryway of each location. The methods of data processing will be regulated in an agreement to be made with the Contractor.

The Contracting Authority will distribute, based on the list of the personnel provided by the Contractor, magnetic cards at a maximum amount of 1 per employee. The provision of supplementary cards will be charged to the Contractor.

Article 19 – Service management and coordination

Prior to the start of the contract, the Contractor should determine and communicate to the Contracting Authority who shall be the appointed on-site company representative in the role of service supervisor, to whom the representatives of the Institute can refer for any and every request, objection or clarification which may prove necessary throughout the course of service. Such person must be contactable by a mobile telephone provided by the Contractor at its own expense and be able, upon request of the Contracting Authority, to personally intervene on-site within a maximum of two hours.

The supervisor in charge, as appointed by the Contractor, must be of absolute satisfaction to the Contracting Authority and have perfect knowledge of: operating personnel, products to utilise, the correct way to use the same, as well as all machinery required for the execution of service. In addition, all issues related to the management of the service must be explicitly understood.

The supervisor must intervene, decide upon and respond directly with regards to any issues that may arise as part of their regular work service contracted, along with any eventual damage assessment.

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In the case of urgent necessity, the contract manager reserves the right to utilise, in case of inability of the supervisor or his representative, any operators present at the time and in doing so, detain them from normal service.

The managing supervisor responsible for the contract will not be able, in any way, to present any additional charges on the Contracting Authority in these instances.

Article 20 – Reporting of faults and problems in premises and buildings subject to service

Cleaning staff present are to provide constant monitoring of the operational functioning of certain aspects pertaining to maintenance of the structure (operation of lights, toilets and doors plus coordination of repairs to any broken glass, plumbing systems, heating/air conditioning, etcetera).

To this end, the Contractor, via the supervisor in charge of service, will be required to provide any pertinent reportage and to complete the appropriate module also in electronic form wherever necessary to transmit to the contact of the Contracting Authority for the below listed tasks.

Article 21 – Continuation of service

The Contractor is obligated to carry out the services referred to in this tender without interruption. Under no circumstances therefore may there be a suspension or discontinuation to service, which is to be assured at all times, under threat of penalties outlined in the below Article 25, with the exception of major damage whereby the Contracting Authority would be compelled to organise the service directly.

Where, throughout the course of the contract, strikes or force majeure prevent the completion of the service, the Contracting Authority may take steps to deduct the relevant invoice amounts for services that are not carried out.

In any event of force majeure that may affect the normal execution of service, the Contracting Authority and the successful Contractor agree to coordinate reciprocal docking, with immediate effect, and if possible to communicate with each other in a timely manner to jointly find solutions to problems that may arise.

Normal cleaning of restrooms must in particular be ensured, including the resupply of sanitary material present therein.

SECTION III

QUALITY ASSURANCE AND SERVICE CONFIRMITY

Article 22 – Quality assurance systems

In the technical specifications provided, the Competitor must propose its own system of quality assurance for the correct application of procedures, times and work methods to be applied to the contracted service.

Prior to the commencement of service, the quality assurance system must be validated by the Contracting Authority, which may entail, with the aim of optimising the service, amendments and/or additions.

The system of self-assessment shall include at least:

- A description of operational procedures;

- The methods of verification on the exact application of operational procedures;
- Methods of discrepancy recognition discovered throughout the course of work;
- Corrective actions to be adopted.

The results of the quality assurance system must be written, clearly and unambiguously, and made viewable to the representatives of the Contracting Authority at any given time.

Article 23 – Verifications and checks

In addition to the quality control plan of the Contractor, the services foreseen in this tender are subject to constant verification by the Contracting Authority.

The verification of conformity activities are intended to certify that the contractual services have been performed in a workmanlike manner, are functional and in respect of the technical specifications in accordance with and subject to the conditions, procedures, terms and requirements described in this tender.

The verification activities are also intended to ensure that the resulting accountability data provided in the records and supporting documents correspond to each other.

By way of example, the following list, which is by no means exhaustive, outlines certain operational tools and methods that will be used to verify of conformity:

- ✓ for the monitoring and qualitative control of services provided, a Plan for Control of Quality (called PCQ) will be utilised, including the making of daily checks with regards to ordinary activities. The checks will be carried out in all the buildings covered by the contract and will be performed jointly by a building manager, appointed by the Client (Building Manager) and a Contractor manager as indicated in Article 19. In the case of absence of the Contractor manager, photographic documentation will be obtained.

The PCQ provides for the use by the Client of a software programme that will automatically and randomly generate an inspection report based on the individual building, the type of premises, the kind of service and the frequency stipulated by the contract.

A report module will be printed on the day preceding the inspection date and a copy will be delivered to the Contractor manager at the time the inspection commences. The module will provide the following:

- ✓ The number and type of premises to be inspected, the types of services to be verified, spaces to write down the result of the check via "pass/fail", space for any comments and the names of the people who are effectuating the review;
- ✓ The distribution of the hours foreseen in the annual number of hours for routine cleaning, plus any increments to the tender offer by the Contractor, will be verified via a reading of the data recorded

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by the time-code devices where present, or alternatively via the presence of sign-in books. Verification may occur at any time and in any case will be carried out on a monthly basis;

- ✓ Site inspections by the contract referents following the execution of periodic cleaning activities of upon reports by university personnel;
- ✓ Cases of non-completion of service, failure to respect the contractual conditions and non-compliance/violations of any kind. In the event of impossibility of carry out joint inspections, photographic documentation will be obtained.
- ✓ In order to monitor the degree of user satisfaction, as compared to the carrying out of contracted services, the Contracting Authority reserves the right to effectuate, with the unconditional cooperation of the Contractor, from the date of award and for the entire duration of the contract, sample surveys, also known as customer satisfaction surveys (CS), the results of which will be used to detect the degree of appreciation of the execution of service. The result of the CS investigation of will be analysed together with the managers of the Contractor so as to be able to undertake any necessary corrective actions to improve the service in areas found to not have reached user expectations.

For any non-compliances determined during execution of service, the Contracting Authority will apply the penalties indicated below in Article 25, without prejudice to the obligation of the Contractor to perform the service immediately to remedy the breach.

SECTION IV

OBLIGATIONS AND COSTS RELATIVE TO EXECUTION OF SERVICE

Article 24 – Obligations and costs to be borne by the Contractor

The following obligations and costs will be the responsibility of the Contractor:

- The adoption, in the execution of service, of procedures and all precautions that apply to prevent the possibility of damage to the property of the Contracting Authority and third parties, and especially to prevent injury to persons engaged in the service and to third parties, in compliance with the provisions of law in force. Any liability, in the event of injuries or damage in the course of operation or due to acts of their appointees will fall, therefore, upon the Contractor wherever raised by the Contracting Authority;
- Compliance with regulations in force deriving from existing laws and agreements in respect of employment of labour, against workplace accidents, involuntary unemployment, disability and age together with all other provisions governing the execution of the contract;
- The Contractor is obligated to apply to their employees and, if in a cooperative also to shareholder workers employed in execution of service, regulatory conditions and wages that are not less than those resulting from collective bargaining agreements and by national labour awards within the territory applicable at the date of the contract together with any conditions resulting from subsequent amendments and additions and generally, by any other collective agreement subsequently entered into by the work category and applicable in the province of Florence. This obligation remains in force even after the expiry of the aforementioned collective contracts up until their replacement.

These obligations are binding to the Contractor throughout the entire period of validity of the contract even whereby associates withdraw from or are signatory to non-adherent agreements, regardless of the nature of service, be it artisan or industrial, the structure or size of the company and/or any other qualified legal status, economic or union based, including in co-operative form;

The Contracting Authority has the option, at any time, to ask the Contractor to substantiate the application of retributive treatment provided for by the CCNL in the category and integrated territorial agreements of local workers employed in the service. Whereby the Contractor is found to not be in compliance with these obligations, the administrators will apply a withholding fee of up to 20% of the amount due.

The deducted amount will be released only upon presentation by the Contractor of documentation certifying the payment of social security contributions and compulsory occupational health and safety insurance for employees, without which the Contractor can lay no claim to the missed or delayed payment.

- The recovery at their own expense, to locations, fixtures, flooring, instillations or anything else which is accidentally damaged during the execution of service, as determined at the sole discretion of the representative of the Contracting Authority;
- The Contractor undertakes to relieve the Contracting Authority of any liability arising from any eventual actions brought directly against the same, by employees of the Contractor pursuant to Article 1676 of the Civil Code and in addition undertakes to indemnify the Contracting Authority from any harmful consequence that might be caused by third persons or items depending on the service provided;
- Workers employed during the execution of service at the end of the cleaning operations are to provide for the closing of doors and windows plus switching off lights including the audio visual equipment installed in the seminar rooms. In the event that offices will not be opening after finalisation of the cleaning (see attached holiday calendar), the personnel of the Contractor will be required to close the exterior fixtures (shutters, blinds, etcetera) and to also ensure that the water and sanitation systems are in functioning order, immediately reporting any detected problems or faults to the Client contact person. This requirement is to be particularly taken care of during storms, gales or any other threat of harsh weather conditions;
- In the undertaking of the service, the Contractor is bound to utilise machinery and equipment that is certified and in compliance with the safety regulations in force;
- The Contractor is obligated to provide, for the entire duration of the Contract, an on-call service active 24 hours a day at any time and day of the year, in order to allow the Contracting Authority to call for the execution of extraordinary cleaning activities resulting from any unforeseeable causes (flooding, fire, etcetera).
- The Contractor is obliged to provide any necessary assistance to inspections by representatives of the Contracting Authority and provide on request any specific reports;
- Payment for all fees and obligations specified above refers to a conglomerate of prices offered by Company in the tender.
- The above list of obligations and charges borne by the Contractor is by no means exhaustive. As such, should it prove necessary to comply with obligations and expenses not specifically indicated, yet necessary for the fulfilment of contractual services, these shall be the full responsibility of the Contractor.

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SECTION V

BREACHES OF CONTRACT AND PENALTIES

Article 25 – Penalties

The Contractor has the obligation to organise a structure that ensures that every service requirement, be it routine, periodic or on request, is carried out within the times and manner prescribed within this tender.

The Contracting Authority may undertake, at any time, checks and controls regarding the exact fulfilment of the services required.

Unless otherwise provided for by legislation, the Contracting Authority reserves the right to apply penalties to the Contractor if, for any reason, the service is not performed in its entirety or is not in compliance with the provisions of this tender. The penalties to be applied are as following:

- In the event that the number of hours of service carried out is less than those offered by Contractor in the tender offer, the Contractor will be liable to pay a penalty of 100.00 (one hundred/00) euro for each hour not provided, except where provided for in Article 35.
- Whereby the daily inspections reports provided for by the PCQ reveal evidence of more than two instances of non-compliance, the Contractor will be subject to pay a penalty of 60.00 (sixty/00) euro per non-compliance found in the data.
- Any instances of delay in the execution of periodic services greater than 2 (two) days in respect to the scheduled date of execution owing to negligence on the part of the Contractor shall incur a penalty of 100.00 (one hundred/00) euro for each additional day of delay.
- In the case of non-conformity or incomplete execution of the periodic services, an amount equal to two hundred percent of the value of the service not performed or not to specification will be charged. The value of the services will be determined on the basis of the prices offered by the Contractor for each service operation.
- Failure to supply hygiene and sanitary material (cloth towels, hand wash soap, toilet paper, toilet seat covers, feminine sanitary bags, sanitizers and deodorisers) shall result in a penalty of 60.00 (sixty/00) euro for each case of non-compliance.
- For any instances of absence without notice of the permanent on-site supervisor with no absolutely immediate replacement within 2 hours, the Contractor will be liable to pay a penalty of 200.00 (two hundred/00) euro for each day not covered, except as provided for in the following Article 35.
- For failure to comply with the regulations relating to the proper collection and disposal of differentiated waste a lump sum of 110.00 (one hundred and ten/00) euro will be charged for each property in which non-compliance occurs.
- Not respecting the schedules listed in Article 11 of this tender without having changes authorised by the Client will result in the Contractor being subject to a penalty of 110.00 (one hundred and ten/00) euro for each offence in each individual building.

- The use of equipment that is non-compliant with accident prevention regulations or in which their obsolescence is dangerous shall involve the application of a penalty of 220.00 (two hundred and twenty/00) euro for each piece of equipment not meeting the aforementioned requirements. The application of the penalty does not relieve the Contractor from civil or criminal liability towards third parties for the possible use of equipment that does not comply with the law.
- Products used for cleaning and sanitising environments which are non-compliant with the laws in force in Italy and/or in the EEC, or the use of toxic and/or harmful products which are in breach of the provisions of Article 14 in these specifications, involves the application of a penalty of 110.00 (one hundred and ten/00) euro for each product not in compliance with the above indicated obligations. The application of the penalty does not relieve the Contractor from civil or criminal liability towards third parties for any improper use of substances that do not comply with the law.
- The loss of keys and the non-fulfilment of the obligation for closure of the premises upon conclusion of service provision on the part of the workers of the Contractor will incur a charge of 60.00 (sixty/00) euro per breach that is duly established.
- Each failure to deliver and update the list of personnel will result in the Contractor being liable for a penalty of 60.00 (sixty/00) euro for each failure.
- For each late or non-replacement of a persona non grata, the Contractor will be charged a penalty of 100.00 (one hundred/00) euro for each day of delay after the deadline of five days from the date of request.
- Lack of use of uniforms and display of identification badge by the workers of the Contractor will result in the Contractor being liable for a penalty of 50.00 (fifty/00) euro for each employee not in compliance.

Any application of penalties will be preceded by regular notification of breach of contract, in response to which the Contractor will have the right to present justifications within 5 (five) calendar days from receipt of notification of the claim sent by the Contracting Authority.

In case of absence or non-acceptance of counter-arguments, the Contracting Authority will proceed with the application of the aforementioned penalties.

The Contracting Authority, in addition to proceeding with the application of the penalties referred to in the preceding paragraphs, will not compensate for non-actioned services and reserves the right to call for others to perform the failed or incomplete service.

The application of the penalties provided for in this Article does not preclude the right of the Contracting Authority to claim compensation for any eventual damages which may be incurred.

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SECTION VI PRIVACY POLICY

Article 26 – Privacy concerning data and information

The Contractor undertakes to observe and to ensure its own employees, appointees or contractors observe, the Institute's internal rules on privacy, which can be seen at the following address: <http://www.eui.eu/AboutTheWebsite/DataProtection.aspx>. In addition, all information concerning data, economical, financial, patrimonial, statistical, personal and/or any other kind of details related to the Client, of which workers are made aware during the course of the service must be kept secret. The Contractor is responsible for any consequences pursuant to Article 29 of Legislative Decree 196/2003. In no event will the unauthorised withdrawal or disclosure of any information be consented to, under penalty of resolution of the contract and the payment of the all charges relating to damage caused by improper use.

SECTION VII REGULATIONS ON ACCIDENT PREVENTION AND SAFETY IN THE WORKPLACE

Article 27 - Provisions relating to safety

The Contractor is obliged, in order to ensure safety in the workplace, to strictly comply with the regulations concerning the protection of the health and safety of workers in Legislative Decree 81/2008 and subsequent amendments.

All activities pertaining to this service must be carried out under orders and with the necessary precautions taken so as not to damage any element (floorings, furniture, doors and door frames, masonry and painting, etcetera) and to prevent any injury to employees at work. In addition, the Contractor is obliged to undertake all necessary measures to avoid any accident or damage, including against third parties. It is the responsibility of the Contractor to prepare a Plan of Operational Safety (POS) for its own existing workforce.

The Contractor is also responsible for the adoption of all Personal Protective Equipment (PPE) necessary to perform the job safely.

The Contracting Authority reserves the right to carry out checks on compliance by the Contractor concerning rules on the prevention of accidents and reserves, in the case of non-compliance, the right to immediately terminate the contract.

SECTION VIII PRICE AND TERMS OF PAYMENT

Article 28 – Payment methods

The Institute is a teaching and research centre which uses a decentralised administrative structure and which manages, in addition to the different internal projects, several activities which are externally financed by both public and private sponsors. The Contractor undertakes to follow the analytical invoicing procedures requested by the Institute, issuing on demand specific invoices for each cost centre/activity identified.

Payments will be made by bank transfers through the credit institute of the Client within and not beyond 30 (thirty) days from receipt of invoices after having received a regular social security compliance

certification from the Contractor. In the case of any formal or substantial errors in the invoices, the payment deadlines will be interrupted to provide for formal notification to the Contractor. In the case of irregularities with the social security compliance certification of the Contractor or any eventual Subcontractors, payment will be suspended until such time as the correct contributions have been paid. If the contribution debt is not remedied by the Contractor, the Contracting Authority reserves the right to withhold the corresponding amount from the Contractor. The payment of the amount due that is identified as being not in compliance with the social security compliance certification will be provided directly to social security and insurance agencies.

In the case of any delays in payment of wages owed to workers of the Contractor or Subcontractor used in the execution of the contract, the officer in charge may provide a written invitation to the defaulting party to complete payment within the following fifteen days. If this proves to be of no avail, and where no formal or justifiable actions challenge the merits of the request for payment within the aforementioned time limit, the Contracting Authority shall be entitled to directly pay the workers, recovering any paid amounts from the sums due to the Contractor. The officer in charge of the contract will be required to catalogue receipts of all payments made and forward all documentation to the Provincial Employment Office responsible for the necessary investigations.

The Institute is exempt from paying Value Added Tax on services and purchases connected to the carrying out of its activities worth over 300.00 euro, in accordance with Article 72.1e and 72.2 of the Legislative Decree 633 of 26/10/1972 and subsequent amendments.

Any deductions of monies deriving from penalties for breaches of contract specified in Article 25 of the present Tender, or from reimbursement of expenses due, will be compensated at the same time as the invoices for the relative period are paid.

Article 29 - Periodic price review

Being an on-going execution contract, the contractually agreed service fee will be subject to periodical adjustment starting from the second year of validity, upon a written request from the Company showing the change resulting from applying the relevant ISTAT statistical index.

The relevant ISTAT index for this adjustment refers to the retail price index for the families of blue and white-collar workers (FOI).

Any re-evaluation will refer to the FOI index of the penultimate month preceding the request. In case the request is received following the deadline for revaluation, the same will be granted with effect from the date of receipt of the request.

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SECTION IX ADMINISTRATIVE AND CONTRACTUAL COSTS

Article 30 – Stipulations of the contract

The Contractor awarded the tender undertakes the obligation, after paying the expenses relative and consequent to the contract itself, to stipulate the contract on the date communicated by the Contracting Authority. The letter of invitation forms an integral part of the contract together with this Special Tender Specifications document and all relative attachments, along with the offer of the allocated Contractor together with all documents submitted.

Article 31 – Declining the award

Should the Company withdraw after being adjudged the contract, no claim may be made for the return of the bid bond paid. In such an event, the Contracting Authority will claim payment of damages in addition to taking any other type of legal action to protect its interests.

Article 32 - Withdrawal from contract by the Contracting Authority

In accordance with Article 1671 of the Italian Civil Code, the Contracting Authority may terminate the contract, even if the performing of services has already begun, on condition that it indemnifies the Company for all expenses borne and for all work completed.

Article 33 - Cancellation of contract by the Contractor

Should the Company intend to withdraw from the contract before its expiry, without a just reason or just cause, the Contracting Authority reserves the right to withhold the entire bid bond as a penalty and, as compensation for damages, to debit to the former all additional expenses in any way deriving from awarding the service to another supplier.

In such an event, no monies are due to the Company for any investments made to enact the contract.

Article 34 – Notice to comply - termination of contractual rights

Should services performed under this contract differ from the specifications requested, the Client has the right to reject such work and to send a warning by registered letter to comply with the agreed conditions, fixing a strict deadline of not more than 15 days within which the Contractor must confirm to the indications provided. Should this deadline pass fruitlessly, the contract shall be terminated *de jure*.

Article 35 – Other cases of contract resolution and express resolution clause

In the case of serious or repeated breaches of contractual obligations on the part of the Contractor, the Contracting Authority will be entitled to cancel the contract via a registered letter with acknowledgement of receipt, with all the legal consequences that cancellation brings, including the faculty to entrust the contract to others, at the Company's loss, without prejudice to the application of penalties already notified. In any case, the Contracting Authority will not pay any money for work not performed or not properly performed.

The parties agree that, in addition to the generic provisions of Article 1453 of the Italian Civil Code regarding breach of contract, the following contractual obligations constitute cause for cancellation of the Contract due to breach of contract in accordance with Article 1456 of the Italian Civil Code:

- initiation of insolvency proceedings against the Contractor or the leading company in the case of a Temporary Association of Companies (TAC);
- liquidation or cessation of the Contractor company or of the leading company in the case of a TAC;
- breach of labour laws and failure to apply collective labour contracts;
- unexplained interruption of service;
- in the case in which the Contractor is found to be not in compliance with the number of hours offered for the execution of service;
- in the case of prolonged absence of more than two days of the site supervisor;
- failure to submit the document of Social Security certifying payment of tax, social security contributions and health care benefits inherent to the employees;
- in situations of serious misconduct by employees that has been duly reported in writing by the Client to the Contractor and which has not promptly been followed by the replacement of the personnel in question;
- failure to observe the prohibition of subcontracting and use of personnel who are not employees of the Company.

In all the aforementioned cases, the contract will be automatically terminated with immediate effect pursuant to notice, which will have been sent to the Contractor by registered mail and provided in advance by fax, in which the EUI declares its intention to invoke the termination clause owing to the situation encountered.

The contract rescinded due to the fault of the Contractor shall determine, subject to provision of the Contracting Authority to enforce the guarantee policies, without prejudice to the any actions undertaken for compensation towards damages incurred, and most any other action that the Administration deems appropriate to undertake in the protection of their interests.

Article 36 – Bid bond

As a guarantee of their offer, tenderers must present, together with their offer, proof of having set up a temporary bid bond to the amount of 2% of the estimated value of the contract, in accordance with the instructions in the invitation to tender. Such deposit will be returned to the successful bidder once they have established a performance bond, corresponding to 10% of the contract value. For unsuccessful candidates, the bid bond will be returned within 30 days from the awarding of the contract.

As a guarantee of proper execution of contractual obligations, the successful Contractor is bound to pay a performance bond corresponding to 10% (ten percent) of the presumed value of the contract in the following form:

- bank guarantee, insurance policy or policy issued by brokers registered in the special roll referred to in Article 107 of Italian Legislative Decree 385/93 and subsequent amendments. This bond must

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be valid for the entire duration of the contract, it must expressly provide for waiver of the right to enforce prior payment by the principal debtor and be operational within fifteen days on simple written request of the Contracting Authority.

Without prejudice to any other claims for damages in favor of the Client, failure to present the bond according to the above procedure will occasion forfeiture of the award and the bid bond will be withheld by the Contracting Authority.

Article 37 – Insurance

With reference to the obligations undertaken in accepting the present Specifications, the Contractor expressly indemnifies the Contracting Authority against each and every claim of whatever nature against it for any injury or accident that should befall people or things, whether working for or belonging to the Client, the Contractor or third parties, arising from execution of the contract.

To this end, the Contractor undertakes to purchase a specific Third Party and worker/contractor insurance policy with a major insurance company, in which it is explicitly stated that the Contracting Authority is considered a Third Party to all effects and purposes.

The Third Party insurance policy must include coverage for:

- a) damages to the locations in which services are carried out;
- b) damage to property of third parties delivered to or in the custody of the insured party, for any reason or purpose, including as a consequence of fire and theft;
- c) damage to property of the Contracting Authority and neighbours also in the event of fire.

The Third Party insurance must stipulate a limit of indemnity for damages to things and per person not lower than 3,000,000.00 (three million) euro per event.

The Contracting Authority is further indemnified against all claims for damages, injury or other events that could befall employees working for the Company during the carrying out of the service, even if the users of such services were responsible for them, it being agreed in this regard that whatsoever expense might derive from it is to be understood as already included or paid for in the contract fees. In this respect an insurance policy for workers/contract workers must be taken out with a limit of indemnity not lower than 3,000,000.00/1,500,000.00 (three million/one million five hundred thousand) euro.

A copy of the insurance policies must be delivered to the Contracting Authority prior to the signing of the contract.

Article 38 - Subcontracting and outsourcing of contract

The contract cannot be outsourced, at the threat of nullifying the contract. It is also forbidden to subcontract the service forming the main subject of the contract to which these Specifications refer. For any ancillary services to the main service or any subcontracting, in addition to being declared when the bid is made, must necessarily respect all applicable legislation and be authorised in advance by the Contracting Authority. Subcontracting may in no way alter the costs and obligations of the Contractor, who alone remains solely answerable to the Contracting Authority.

In the case of violation of such restrictions, the Contract will be cancelled *de jure*, without prejudice to the right of the Contractor to be compensated for any damages and expenses.

SECTION X FINAL PROVISIONS

Article 39 - Contractual costs

All costs pertaining to the registration of the contract, including the various stamp duties and all the other taxes present and future, of whatever nature, will be at the Contractor's own expense.

Article 40 – Mediation

Any disputes which might arise between the winning Contractor and the Client as to the interpretation and the correct execution of the contractual clauses, and which cannot be resolved by a direct agreement between the parties, will be referred within ten days of notification of the part of the Institute to an ad hoc, council-appointed Ombudsman.

The Ombudsman will have the duty to conduct a mediation in an effective, impartial and competent manner, regardless of their denomination or profession in the Member State concerned and to do so in the way appointed or requested. The Ombudsman must make a decision within 5 working days.

The Ombudsman must adhere to the European Code of Conduct for Mediators.

If the decision of the Ombudsman is considered unsatisfactory, the parties to the dispute may activate the arbitration procedure within four weeks as provided for in the following Article.

The costs of the mediation procedure shall be borne by the all parties concerned.

Article 41 – Arbitration

To activate an arbitration process, each party shall appoint one arbitrator. The two persons thus nominated shall then designate a third arbitrator.

The decisions of the arbitration shall be by majority.

The costs of arbitration shall be borne by the losing party in the case.

Article 42 – Privacy policy

All personal data supplied by tenderers in order to take part in the tender to which these Specifications apply, will be handled by the Client in accordance with Legislative Decree 163/2006 in a lawful manner and only for purposes connected with the fulfilment of the aforesaid proceedings.

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Article 43 – Legal framework

Anything not regulated, prescribed and specified in these Specifications to regulate the relationship between the parties and their respective costs and obligations, is to be governed by the regulations of the Italian Civil Code and the other current legislation and norms on the subject, in so far as they are applicable.

Article 44 – Contract management

For the Contracting Authority, the Manager of this tender is Dr. Kathinka España, Director of the Patrimony and Logistics Service. The Manager is responsible for the relationship and communications with the Contractor awarded the contract in respect of any matter relating to the supply of execution itself and to oversee compliance of contractual obligations by adopting enforcement measures and applying any penalties which may be required.

Article 45 - Contract representatives

For the proper execution of the contract tender and the management of the contractual relationship with the awarded Contractor, the Contracting Authority appoints as contract representatives Engineer Walter Pugliese and Dr. Claudio Barzini who will undertake, among others, the following tasks:

- a. liaise with the operational Contractor through the Manager and Service Coordinator appointed by the same;
- b. effectuate intervention requests for any changes and/or new regulations that may be necessary throughout the term of the contract;
- c. ensure the proper execution of the service and verify the results;
- d. request the removal and subsequent replacement of personnel deemed by the Contractor as persona non grata;
- e. propose the application of penalties and the possible termination of the contract to the Contract Manager;
- f. regulate, via official endorsement, all invoices issued by the contractor.

Article 46 – Final provisions and attachments

This Tender consists of 46 Articles and 40 pages, in addition to 10 annexes, which form an integral part hereof. Upon the signing of this document, the competitor Contractor approves and accepts all items in full.

List of attachments :

- Appendix A –Official EUI Vacation Days 2013
- Appendix B – Building floor plans
- Appendix C – Site inspection request
- Appendix D – Participation Request Form
- Appendix E – Statements attached to offer module

- Appendix F – Economic offer module
- Appendix G – Economic analysis module
- Appendix H – Technical offer module
- Appendix I – Draft D.U.V.R.I.
- Appendix L – Contract outline

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