special tender specifications
for the entrusting of the security surveillance service
and logistic services for property locations of the
European University Institute and the Historical Archives
of the European Union.

CFT/EUI/REFS/2013/001

year 2013
N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid.

Signed in acceptance by the legal representative

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SECTION I - GENERAL TENDER INFORMATION

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 Specifications (STS) is entrusted.

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

Article 2 – Object of the tender

The tender has as its object the following services:

- Unarmed security, logistic services, night surveillance with relative management of security systems and equipment with high technological content such as video surveillance and intrusion detection systems existent in the properties of the Institute and connected to the control centre of the Institute present at the headquarters the Badia Fiesolana in San Domenico di Fiesole. The same facilities should then be connected to the control centre of the awarded Contractor.

- Connection services for the premises of the Institute by shuttle between the locations of the EUI (with possible provision of the vehicle required to carry out the service).

Article 3 – Duration of contract

The contract disciplined by this Special Tender Specifications document, except where indicated in the following Articles 24 to 28, has a duration of 5 (five) years with effect from the date of adjudication.

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

Il presumed value of the tender for the entire duration of contract (five years) is estimated to be 1,500,000.00 euro (VAT excluded).

This estimate is based on and valid for the sole purpose of the determination of an estimated total value of the contract and does not bind the Client to reach the total amount referred to above. For this reason, nothing will bind the contractor to the payment of services above those provided at the prices and conditions agreed upon.

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Article 5 – Locations of service provision

The below provides solely a list of EUI locations.

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.

1. **Badia Fiesolana e Villa Sanfelice**, Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)
2. **Villa Sanfelice II**, Via dei Roccettini, 3 - 50014 San Domenico di Fiesole (FI)
3. **Villa Schifanoia, Casale, Villino e Cappella**, Via Boccaccio, 121 - 50133 Firenze
4. **Villa Salviati**, Via Salviati, 7 – 50133 Firenze
5. **Villa Il Poggiolo**, Piazza Edison, 11 – 50133 Firenze
6. **Villa San Paolo**, Via della Piazzola, 43 - 50133 Firenze
7. **Villa San Paolo (dependance)**, Via della Piazzola, 45/47 - 50133 Firenze
8. **Convento di San Domenico**, Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)
9. **Villa la Fonte**, Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)
10. **Villa Raimondi**, Via Boccaccio, 109A - 50133 – Firenze
11. **Villa Pagliaiuola**, Via delle Palazzine, 17/19 - 50014 San Domenico di Fiesole (FI)
12. **Villa Malafrasca**, Via Boccaccio, 151 - 50133 Firenze
13. **EUI Apartments**, Via Faentina, 384A - 50133 Firenze

SECTION II
SPECIFIC SERVICE CHARACTERISTICS

Article 6 - Service of unarmed security surveillance

The unarmed security service is designed to protect the safety of property and personnel of the European University Institute.

Currently, the security service is carried out by unarmed personnel employed in the control room the Badia Fiesolana where workstations are installed to control all the security systems in the various buildings.

As a result of the need to manage 60 new residences built by the Italian State to host researchers of the Institute and the implementation of a web platform for the management of requests for assistance from its users, it has become necessary to equip the control room staff with the capacity to interact with users in English and with a good command of MS Office computer software and e-mail in order to better manage requests made beyond those covered by the officials of the Institute.

On certain occasions, the frequency of service will be no way predictable and the personnel performing the service duties may be required to carry out registrations of guests invited internally and externally in European University Institute locations in which events are held.

This service must be undertaken by staff possessing the qualification of 'Guardie Particolari Giurate' (GPG) security guards as per Legislative Decree 269/2010, bearing a uniform and badge with unique identification number. During the execution of the contract the Contractor will be possibly notified by

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the Institute to have personnel carry weapons when carrying out specific services or to store said arms in a safe that will be made available.

The control room is required to have a guard present from 17:00/08:00 Monday to Friday and 24 hours a day on Saturdays and Sundays plus during periods of closure of the Institute (see Appendix A).

The attendant on duty within the control room must be connected at all times with the control monitors and must be able to use the latest existing technological control equipment and any future ones installed.

6.1 – Specific attendant competences

The attendant must communicate to the operations centre every event or necessity for intervention required to the management of the surveillance service.

The attendant is required to oversee the control room and leave the same to act only in cases of emergency and following the procedures outlined by the EUI or by calling the relevant authorities (Fire Brigade, Public Safety, Operations Centre for health emergencies), and performing all suitable actions to safeguard the safety of people and things present in the buildings of the EUI.

In addition, the attendant must:

1) **Manage the telephone line and e-mail box of the control room**, following indications, even from their colleagues in execution of the night surveillance service, and forwarding them where required to the staff of the EUI in accordance with the procedures specified by the EUI directly, and providing, if necessary, preliminary information to international persons, predominantly in English.

2) **Supervise and guard access** and the public areas through video surveillance systems installed in the control room;

3) **Monitor the operation of the systems**, reporting generally in a timely manner to the appropriate personnel or the EUI contacts outlined by the same concerning any news received via telephone, email or directly by persons on the property concerning any awareness of breakdown of systems and technical equipment in all offices of the EUI.

4) **Monitoring of alarms** via a computerised system that will be made available to the successful Contractor, allowing monitoring of the status of alarms and indicators related to fire, malfunction, systems, etcetera. The undertaking staff of the winning bidder will have to monitor all systems in the control room and shall, in particular, immediately activate procedures outlined by the EUI whenever required.

5) **Guard and manage all keys in the control room** for all individual rooms, classrooms, offices, etcetera, with their consignment only to authorised persons who make requests and who can provide the required documentation for provision by computer register and/or paper. Of course, the attendant will then be required to manage the subsequent and timely return from the person to whom it has been entrusted;

6) **Hand over consignments** to colleagues in the following shift of duty, in order to ensure continuity of service.

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The Contracting Authority, during the term of the contract, reserves the right to assign to security guards additional duties, in addition to those listed above.

6.2 – Means of carrying out of service

The unarmed security service will be conducted in the manner specified in the following table:

<table>
<thead>
<tr>
<th></th>
<th>Starting from</th>
<th>Until</th>
<th>Starting from</th>
<th>Until</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td><strong>Monday</strong></td>
<td>00:00</td>
<td>08:00</td>
<td>17:00</td>
</tr>
<tr>
<td></td>
<td><strong>Tuesday</strong></td>
<td>00:00</td>
<td>08:00</td>
<td>17:00</td>
</tr>
<tr>
<td></td>
<td><strong>Wednesday</strong></td>
<td>00:00</td>
<td>08:00</td>
<td>17:00</td>
</tr>
<tr>
<td></td>
<td><strong>Thursday</strong></td>
<td>00:00</td>
<td>08:00</td>
<td>17:00</td>
</tr>
<tr>
<td></td>
<td><strong>Friday</strong></td>
<td>00:00</td>
<td>08:00</td>
<td>17:00</td>
</tr>
<tr>
<td><strong>B</strong></td>
<td><strong>Saturday</strong></td>
<td>00:00</td>
<td>24:00</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sunday</strong></td>
<td>00:00</td>
<td>24:00</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Holidays</strong></td>
<td>00:00</td>
<td>24:00</td>
<td></td>
</tr>
</tbody>
</table>

Table 2.1: Indicative timetable of unarmed guard service.

A summary and non-binding estimate indicates a total of approximately 6,670 hours per year to the unarmed guards service. Working schedules and, consequently, the number of hours of service as above, are to be considered indicative only. The quantities refer only to anticipated needs, are indicative and not binding due to their dependency on needs which shall vary over time in relation to indeterminable factors.

The official calendar of holidays observed by the University Institute European in the Year 2013 is attached as an indication to this Special Contract Specifications document in Appendix A and is available at: http://www.eui.eu/ServicesAndAdmin/PersonnelService/WorkingConditions/Holidays.aspx

Is in the authority of the EUI to vary times to increase or decrease the locations and hours of service described above, at its sole discretion with minimum notice, as provided by the Client under the Technical Offer T1 (with a maximum accepted value of 8 hours), with communication via email to the Technical Manager of the Service. The successful bidder is required to comply without additional demanding, except the payment of an hourly rate for times actually worked. On the occasion of events, conferences, seminars, etcetera, it may be necessary to extend the time of provision of service, even during times considered nighttime and/or holidays.

No change to the rules of service implementation relating to the provisions of this Special Contract Specifications will be permitted unless previously and formally authorised by the EUI. Rather, it is the responsibility and obligation of the Contractor allotted the service to adhere to the specific needs of the internal organisation of the Institute which may require alterations in scheduling, activities and/or other elements not expressly nominated (e.g. transfer of services, opening/closing of accesses, etcetera).

**Verbal communication:** it is the obligation of outgoing staff at the end of a service shift to transfer to the following staff on shift or to the EUI directing, via the compilation of a computerised log of activities to be sent via e-mail to the Service management.

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Article 7 - Porter service

The porter service is required for reception present in certain locations of the EUI and the library in function of the site of the Badia Fiesolana of the Institute.

The primary task of the provider of the concierge service is to assist the administrative and academic staff at the European University Institute and visitors present at the venue of service, verifying the state of general maintenance of the buildings and the compliance with the procedures regarding environment, health and safety.

7.1 – Specific porter competences

The undertaking of the porter service must specifically:

- Ensure maximum physical presence at the reception in compatibility with the activities of its own location;
- Deal with the welcoming of and providing general information to a multicultural and international public, mostly in English;
- Reserve taxis upon request for employees and visitors;
- Direct, when necessary, incoming calls to the front desk to the various relevant extensions, administering, where necessary, initial information to the public;
- Provide support and be a reference point for members of the location to understand their needs and any requirements before they become problems to be solved;
- Keep under control the management of the building, trying to become aware of any problems concerning maintenance, cleaning and security;
- Perform a quick daily check on the general state of the surroundings, the quality of the cleaning being carried out and on the operation of all systems of the assigned areas;
- Inform colleagues in the Maintenance Unit of any issues, preferably prior to them being identified by the locality users themselves, and structure together a means of general and special maintenance in order to minimize impact on the activities of the Institute;
- Establish relationships with the maintenance and relocation agencies to then carry out checks on the activities being carried out and the work done by them;
- Manage the incoming and outgoing post in a time-effective manner in accordance with the arrival of internal mail delivery services;
- Take care of the room layouts and provide assistance for conferences and events as they take place;
- Provide, when necessary, a driver service;
- Give assistance for programmed events and dinners, in accordance with the established shifts of staff present;
- Prepare, if not presented, and update the manual of the location portiere on assignment in order to simplify any eventual substitutions;
- Wear at all times during working hours the appropriate uniform provided by the EUI for both ordinary and special services.

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The assigned concierge service attendee will also carry out:

- supervision and custody of access to common areas including through surveillance systems (where available);
- overseeing the facilitating of access via the entrance gates;
- efforts to ensure only authorised vehicles stop in the areas surrounding the entrances to the premises;
- timely reporting to the Directors of any eventual taking from the premises any materials, bulky packages, equipment and anything else that could be due, in the opinion security personnel, to the possible disappearance of assets of the EUI, being careful to make careful reportage in the case theft is ascertained;
- inspection, during the closure of the offices, premises and common areas, verifying all doors and windows are locked, so as to avoid damage during storms;
- verification of proper closing of all rooms housing equipment of significant value whenever they remain unattended or unused;
- checks that all lights are switched off in any areas not being used at the time of all area closures;
- timely communication of any eventual incidents, damages or situations that are out of the usual and/or dangerous to the relevant offices and services;
- immediate informing of the competent services and offices of any damage noticed to materials or furnishings owned by the Institute;
- storage and safekeeping at the front desk/concierge of all keys to the individual rooms, classrooms, offices, etcetera in the respective location: providing keys only to those with right to access, and ensuring the subsequent timely return of said items from whom they have been entrusted;
- collaboration in the delivery of information materials and the sorting and delivery of internal and external correspondence;
- care for and watering of any plants placed in the common areas inside the premises and of those in the courtyards if not specifically covered in the maintenance contract;
- **collaboration and participation with the emergency and first aid teams in the workplace:** the personnel engaged in the carrying out of the service must meet the requirements and training dictated by law and will have to intervene in the case of emergency, following the procedures outlined in the emergency plans of the various locations.

The Contracting Authority, during the execution of the contract, reserves the right to assign further tasks to concierge employees, in addition to those listed above.

For the type of tasks to be performed, the person assigned to undertake the concierge service must have good communication skills and the ability to engage with others, a high level of English language, a positive attitude to working in a team and good organisational skills. The porter must be in possession of a valid driving license for the Italian territory. For this role, the Contractor must make an offer of hourly cost of service, dependent upon day and time of execution, which will allow the calculation of a total annual cost (see Appendix G - Economic Offer module).

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The staff assigned concierge duties at the Library will be mainly responsible for the following activities:

- **Lights and access**
  On Saturday at 8:30am, the Library is to be opened, with all lights on all levels being turned on beforehand.

- **Antitheft**
  Upon opening on Saturday morning, the anti-theft door must be activated before being deactivated every night at the end of the Library hours.

- **General tasks**
  Control access to the library in accordance with regulations in force. In no case shall persons without an EUI card be given access to the Library.

### 7.2 – Means of carrying out of service

The porter service must be conducted in the manner specified in the following table:

<table>
<thead>
<tr>
<th>Type of service</th>
<th>Days</th>
<th>Location</th>
<th>Indicative hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site porter</td>
<td>Mon-Fri</td>
<td>Badia Fiesolana</td>
<td>8:00-19:00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Villa Schifanoia</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other EUI localities</td>
<td>8:30-13:00 14:00-17:00</td>
</tr>
<tr>
<td>Library porter</td>
<td>Mon-Fri</td>
<td>Badia Fiesolana Library</td>
<td>19:00 – 22:30</td>
</tr>
<tr>
<td></td>
<td>Saturday</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Holidays</td>
<td>(according to the official calendar of the EUI)</td>
<td>8:30 – 23:00</td>
</tr>
</tbody>
</table>

Table 2.2: Indicative timetable of porter service.

Reaffirmed is the need for the European University Institute to be able to make requests with a minimum of 4 hours’ notice, or less according to any improvements offered by the competing Contractor under Technical Details T6 Appendix H (see Article 10), for a concierge service at EUI localities, even for days and hours outside of those listed in Table 2.2 for service on occasions of dinners, events and conferences. It will be the responsibility of the Contractor to provide trained personnel for these services, preferably those used routinely for services at the EUI.

To date, the EUI utilises 2 employees daily for concierge of their locations for a total of approximately 3,450 hours per year.

For the library concierge service, for which only one operator is required, the annual estimate is about 2240 hours.

The hours of work and, consequently, the number of hours of service mentioned above, are considered indicative. The quantities refer rather only to anticipated needs, are presumed and not binding being as they are dependent on the varying needs which alter over time in relation to non-foreseeable factors.

It is within the authority of the EUI to vary times, to increase or decrease the number of stations and their working hours as described above, and is at its sole discretion with minimum notice, as provided

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by the bidding Client under the Technical Offer T2 (with a maximum acceptable value of 8 hours), with communication via email to the Technical Manager of the Service. The successful bidder is required to comply without additional demands, except the hourly rate for the hours actually worked. In times of actual events, conferences, seminars, etcetera, it may be necessary to extend the time of service, even for times considered nighttime and/or holidays.

No change is permitted for the means of service implementation in relation to the provisions of the Special Contract Specifications unless previously and formally authorised by the EUI. Rather it is the responsibility and obligation of the allotted Contractor to adapt the service to the specific intra-organisational needs of the Institute, which may require changes to schedule, activity, and/or otherwise not expressly provided for adaptations (e.g. transfer of services, opening/closing of access means, etcetera).

**Article 8 - Night surveillance service of locations**

The night inspection service must be provided for all locations of the Institute, as shown in the below table 2.3, with a rate of frequency of one inspection per night between the hours of 24:00 and 4:00, 7 days per week. The service will include access to each buildings with full coverage of all corridors and transit routes, plus a visual verification of any eventual technical problems (loss of water, activation of alarms, faults with locks or fixtures, etcetera). Any suspicious or unauthorised persons inside the building must result in immediate reporting of the nature of problem incurred to the control room of the EUI, which is to be operational 24 hours per day and manned as described in Table 2.1 by personnel of the Company awarded the contract.

**Article 8.1 – Means of carrying out of service**

The Contractor must ensure, following the setting off of a safety system alarm (during times of presidium of the control room by security guard personnel of the Contractor) or reporting by staff of the Institute, controls of all offices of the Institute in a patrol car within 10 minutes of the call.

During the inspection service the night attendant will be required to complete and sign the inspection report, which will then be placed in a location to be decided upon within each building. It must carry the name of the operator who carried out the inspection, the time of execution and annotations of any anomaly detected.

The contracting authority will grant the use of its operations centre to employees in the service of night inspections so as to provide proper coordination and transmit bi-directionally any information and signalling to the person on duty in the control room of the Badia Fiesolana.

The Contractor must ensure, following the setting off of any safety system alarms (in times of presence of Contractor personnel in the control room) or upon reporting by staff of the Institute, intervention of a patrol car to all locations of the Institute within 10 minutes of the call.
Table 2.3: EUI locations and execution mode for nighttime inspection service

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>Address</th>
<th>Indicative service requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  Badia Fiesolana and Villa Sanfelice</td>
<td>Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)</td>
<td>n. 1 nighttime inspection</td>
</tr>
<tr>
<td>2  Villa Sanfelice II</td>
<td>Via dei Roccettini, 3 - 50014 San Domenico di Fiesole (FI)</td>
<td>n. 1 nighttime inspection</td>
</tr>
<tr>
<td>3  Villa Schifanoia, Casale, Villino and Cappella</td>
<td>Via Boccaccio, 121 - 50133 Firenze</td>
<td>n. 1 nighttime inspection</td>
</tr>
<tr>
<td>4  Villa Salviati HAEU archivi ipogei</td>
<td>Via Salviati, 7 – 50133 Firenze</td>
<td>n. 7 nighttime inspection n. 2 daytime inspection(sat, sun and EUI holidays)</td>
</tr>
<tr>
<td>5  Villa Salviati EUI Manica</td>
<td>Via Salviati, 7 – 50133 Firenze</td>
<td>n. 1 nighttime inspection</td>
</tr>
<tr>
<td>6  Villa Il Poggiolo</td>
<td>Piazza Edison, 11 – 50133 Firenze</td>
<td>n. 1 nighttime inspection</td>
</tr>
<tr>
<td>7  Villa San Paolo</td>
<td>Via della Piazzola, 43 - 50133</td>
<td>n. 1 nighttime inspection</td>
</tr>
<tr>
<td>8  Villa San Paolo (dependance)</td>
<td>Via dellle Piazzola, 45/47 - 50133 Firenze</td>
<td>n. 1 nighttime inspection</td>
</tr>
<tr>
<td>9  Convento di San Domenico</td>
<td>Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)</td>
<td>n. 1 nighttime inspection</td>
</tr>
<tr>
<td>10 Villa la Fonte</td>
<td>Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)</td>
<td>n. 1 nighttime inspection</td>
</tr>
<tr>
<td>11 Villa Raimondi</td>
<td>Via Boccaccio, 109A - 50133 –</td>
<td>n. 1 nighttime inspection</td>
</tr>
<tr>
<td>12 Villa Pagliaiuola</td>
<td>Via delle Palazzine, 17/19 - 50014 San Domenico di Fiesole (FI)</td>
<td>n. 1 nighttime inspection</td>
</tr>
<tr>
<td>13 Villa Malafrasca</td>
<td>Via Boccaccio, 151 - 50133 Firenze</td>
<td>n. 1 nighttime inspection</td>
</tr>
<tr>
<td>14 EUI Apartments</td>
<td>Via Faentina, 384A - 50133 Firenze</td>
<td>n. 1 nighttime inspection</td>
</tr>
</tbody>
</table>

It is within the authority of the EUI to vary times, to increase or decrease the number of service inspections as described above, and is at its sole discretion with minimum notice, as provided by the bidding Contractor under Appendix H in the Technical Offer module T3 (with a maximum acceptable value of 6 hours), communicating via email to the Technical Manager of the Service. The successful bidder is required to comply without additional demands, except for the hourly rate for the hours actually worked. In times of actual events, conferences, seminars, etcetera, it may be necessary to extend the time of service, even for times considered nighttime and/or holidays.

No change is permitted for the means of service implementation in relation to the provisions of the Special Contract Specifications unless previously and formally authorised by the EUI. Rather it is the responsibility and obligation of the allotted Contractor to adapt the service to the specific intra-organisational needs of the Institute, which may require changes to schedule, activity, and/or otherwise not expressly provided for adaptations (e.g. transfer of services, opening/closing of access means, etcetera).

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Signed in acceptance by the legal representative .................................................................
Article 9 - Shuttle service with driver

The European University Institute has a campus consisting of 14 locations located within a range of approximately one kilometre from the main office located at the Badia Fiesolana, which is used for teaching and/or administrative purposes.

In detail, the locations are those indicated in the preceding Article 5. Owing to the location of the structures, it is necessary to offer a shuttle service for connection between the various sites in order to facilitate the exploitation of all existing infrastructure.

To this end, the Institute presently performs this service with their own vehicle, using outsourced staff for the chauffeur service. The Institute is considering the possibility of outsourcing, in addition to the driver service, also the provision of a suitable vehicle to perform the service for which the Contractor shall formulate its own best quote on the bid form attached to these specifications (Appendix G - Economic Offer form).

9.1 – Means of carrying out of service

The transport of people and of mail between the different locations of the EUI must be carried out promptly and regularly, on all days the Institute is open, as scheduled in the attached calendar (Appendix A).

Currently the shuttle is offered from Monday to Friday between 9:00-17:00, with a lunch break from 13:15 to 13:45, as shown in the following table:

<table>
<thead>
<tr>
<th>Location</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Badia Fiesolana</td>
<td>9.00</td>
</tr>
<tr>
<td>La Pagliaiola</td>
<td>9.15</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>9.20</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>10.00</td>
</tr>
<tr>
<td>Villa Salviati</td>
<td>10.10</td>
</tr>
<tr>
<td>Convento</td>
<td>10.20</td>
</tr>
<tr>
<td>Villa Poggioio</td>
<td>10.30</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>10.40</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>11.00</td>
</tr>
<tr>
<td>Print Shop</td>
<td>11.15</td>
</tr>
<tr>
<td>Villa Poggioio</td>
<td>11.20</td>
</tr>
<tr>
<td>Villa S.Paolo</td>
<td>11.30</td>
</tr>
<tr>
<td>Villa La Fonte</td>
<td>11.40</td>
</tr>
<tr>
<td>Convento</td>
<td>11.50</td>
</tr>
<tr>
<td>Villa Schifanoia</td>
<td>12.00</td>
</tr>
<tr>
<td>Crèche</td>
<td>12.10</td>
</tr>
<tr>
<td>Villa Raimondi</td>
<td>12.15</td>
</tr>
<tr>
<td>Villa Salviati</td>
<td>12.25</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>12.35</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>12.35</td>
</tr>
<tr>
<td>La Pagliaiola</td>
<td>12.45</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>12.50</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>12.50</td>
</tr>
<tr>
<td>Villa S.Paolo</td>
<td>13.00</td>
</tr>
</tbody>
</table>

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Signed in acceptance by the legal representative

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Table 2.4: Indicative timetable for connection service at EUI locations

<table>
<thead>
<tr>
<th>Location</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Badia Fiesolana</td>
<td>13.15</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>13.45</td>
</tr>
<tr>
<td>La Pagliaiola</td>
<td>13.55</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>14.00</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>14.05</td>
</tr>
<tr>
<td>Villa S Paolo</td>
<td>14.15</td>
</tr>
<tr>
<td>Villa Schifanoia</td>
<td>14.25</td>
</tr>
<tr>
<td>Villa Salviati</td>
<td>14.35</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>14.50</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>15.10</td>
</tr>
<tr>
<td>Villa La Fonte</td>
<td>15.25</td>
</tr>
<tr>
<td>Convento</td>
<td>15.35</td>
</tr>
<tr>
<td>Print Shop</td>
<td>15.45</td>
</tr>
<tr>
<td>Villa Poggioio</td>
<td>15.50</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>16.00</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>16.30</td>
</tr>
<tr>
<td>Villa Salviati</td>
<td>16.40</td>
</tr>
<tr>
<td>La Pagliaiola</td>
<td>16.50</td>
</tr>
<tr>
<td>Badia Fiesolana</td>
<td>17.00</td>
</tr>
</tbody>
</table>

By way of illustration, the table above includes a daily mileage of approximately 40 kilometers. During the times in which the shuttle has stopped, the driver shall cooperate with the staff of the EUI to effectuate the delivery of internal mail and all the activities that will from time to time prove necessary. For the above service, for which only one operator is required, the estimated annual output is about 2263 hours.

Working schedules and, consequently, the number of hours of service as above, are to be considered indicative only. The quantities refer only to anticipated needs, are suggestive and not binding due to their dependency on needs which shall vary over time in relation to indeterminable factors.

Is in the authority of the EUI to vary times, to increase or decrease the locations and hours of service described above, at its sole discretion with minimum notice, as provided by the Contractor under Appendix H of the Technical Offer T4 (with a maximum accepted value of 8 hours), with communication via email to the Technical Manager of the Service. The successful bidder is required to comply without additional demanding, except the payment of an hourly rate for times actually worked. On the occasion of events, conferences, seminars, etcetera, it may be necessary to extend the time of provision of service, even during times considered nighttime and/or holidays.

No change to the rules of service implementation relating to the provisions of this Special Contract Specifications will be permitted unless previously and formally authorised by the EUI. Rather, it is the responsibility and obligation of the Contractor allotted the service to adhere to the specific needs of the internal organisation of the Institute which may require alterations in scheduling, activities and/or other elements not expressly nominated (e.g. transfer of services, opening/closing of accesses, etcetera).

During the course of service, in the event of a delay exceeding 15 minutes, the employee will be required to promptly inform the EUI. The Contractor will need to keep updating the EUI of any eventual events or impediment, no matter how objectively observable or predictable, which may prevent the

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successful delivery of the service (breakage or force majeure, etcetera). In such exceptional and documented cases, the Contractor will be required to notify the Institute by mail at the email address that will be provided upon commencement of service, immediately upon the obtaining of knowledge regarding such impediments. The Institute will evaluate the reasons provided and the possible application of penalties relating to the failure in/delay to commencement.

As of the start of service, the personnel transport service may be carried out on request with the vehicle provided by the Contractor or, alternatively, by using the vehicles of the Institute.

It is in the authority of the EUI to cancel entire days of service with minimum notice, as provided by the Contractor under Appendix H of the Technical Offer T4, via email communication to the Technical Manager of the Service. In this case, the corresponding hours relative to the entire day will not be paid.

The EUI also reserves the right to request additional services for passenger transport (see Article 10) to be effectuated with the vehicles of the Institute or the Contractor, with a minimum number of hours’ notice in accordance with that offered by the Contractor in the Technical Offer under T8, with an email to the Technical Manager of the Service. These services will be paid under the same terms and conditions as the daily service. If the Institute calls for the cancellation of one or more services within the day, the Contractor will nonetheless receive the full amount provided daily.

In the case of particularly difficult weather situations or socio-political events of major importance (e.g. demonstrations, unannounced strikes, street blockages, etcetera), the Institute will notify the Supplier via the driver as to changes in course or cancellation of one or more services. In the absence of communication in this sense, the Supplier will remain liable for the conducting of service.

9.2 - Scheduled routes and stops

The EUI will have the option to modify departure times (by e-mail or direct communication to the driver), up until the scheduled departure time, in respect of the times of commencement and end of service. The Institute reserves the right to change, in whole or in part, the location of the departure and arrival destination points and the place and the number of intermediate stops. Any changes to the list of locations, or their characteristics, will be notified by the Contractor-appointed Service manager.

9.3 - Transport service of persons, with vehicles provided by the EUI

Upon commencement of service as scheduled for September 1, 2013, the transportation service of persons may be carried out with vehicles provided by the Contracting Authority.

It will be the responsibility of the Contracting Authority to oversee all tasks of management related to the vehicles (fuel, maintenance, administration, insurance, repairs, bodywork, claims management, administrative management of sanctions, etcetera). In case of break down and/or accident, the Contractor will immediately inform the contract management who will deal with the repair procedure, whilst the Contractor shall manage the collection and delivery of the replacement vehicle in accordance with the procedure that shall be communicated by the Institute.

During the day, at the end of one service cycle and before the commencement of the next, the vehicle is to stop at the headquarters in Via dei Roccettini n. 9 in San Domenico di Fiesole (in an area yet to be communicated). At the end of the service, the vehicle must be brought back to this same place, where it will be kept until the following day.

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The officer undertaking the driver service will be responsible for the vehicle from the time of receipt until the end of the service, which shall be at the point in which the vehicle is returned.

9.4 - Transport service of persons, with vehicles provided by the Contractor

As specified in Article 2.4, the European University Institute reserves the right to request the Contractor to provide, in the manner and at the prices offered by the same in the phase of tender, the vehicle to utilise in the shuttle service, in place of the vehicle made available by the EUI.

In this case, all management tasks related to the vehicles (maintenance, administration, insurance, repairs, bodywork, claims management, administrative sanctions management, etcetera), will be borne by the Contractor.

During the day, at the end of one service cycle and before the commencement of the next, the vehicle will stop at the headquarters in Via dei Rocettini n. 9 in San Domenico di Fiesole (in an area yet to be communicated). At the end of the service, the vehicle must be brought back to this same place, as required by present law.

In the event in which the service is upheld by force majeure or whereby a vehicle has stopped for technical reasons, the Contractor is required to make available an equivalent, within 1 hour of any determined unavailability, with restoration of service to take place within the successive 24 solar hours. In the case of traffic limitations based on license plate alternation of vehicular traffic, the Supplier will still be bound to provide the service.

9.5 - Characteristics of vehicles provided by the Contractor

In regards to the carrying out of service with vehicles provided by the Contractor, a 9-seat vehicle (including driver) must be guaranteed. The vehicle, with initial registration to have been no more than 2 years prior, must be immaculate in terms of mechanics, body and maintenance conditions so as to ensure, in as much as can be expected, the smooth running of the service. The structural and functional characteristics of equipment and devices for the vehicles must be in compliance with the applicable regulations. The proposed vehicle must be equipped with air conditioning and have side and rear windows with dark tinting.

In the period from 15 November to 15 April, vehicles must be equipped with winter tires. Within a month before the start of the service utilising its own vehicles, the Contractor must provide all technical data pertaining to the vehicle to be used for this service. The Institute reserves the right to accept or not the proposed vehicle. The Contractor may replace the vehicle presented so long as the replacement vehicle proposed has the characteristics required and obtains the approval of the Institute.

The vehicle must bear the correct labelling for hire services with driver as provided by applicable law. The European University Institute logo must be placed on both sides of the vehicle to ensure easy recognition as the Institute shuttle, with the Institute to provide the signage.
9.6 - Fuel and washing

**Vehicles provided by the EUI**

A fuel card will be given to the Contractor, which shall be delivered to the Contract management on a monthly basis, with the Appendix B Shuttle Service Management module and receipts attached. The vehicles used in the service should be washed and cleaned from the inside out on a fortnightly basis, with dates in which the vehicles have been cleaned should be printed on Appendix B - Shuttle Service Management module.

**Vehicles provided by the Contractor**

Will be to care and expenses of the Contractor all costs of fuel, routine maintenance and repairs of vehicles used. The vehicles utilised in the service should be washed and cleaned from the inside out on a weekly basis. Costs incurred for cleaning will be borne by the Contractor. On a monthly basis must be delivered to Contract management, the form Annex B – Shuttle Management Module and the dates on which the vehicles have been cleaned.

9.7 - Persons authorised to utilise the service

Those who are permitted to utilise the shuttle service between the various locations are EUI employees, academic staff, researchers and all those in possession of an EUI Card upon presentation of said item or authorised by the Institute.

9.8 - Requirements and obligations of personnel involved in the execution of service

The personnel tasked with the carrying out of the service must:

a. be identifiable by possession of appropriate identification cards.
b. abide by the rules of conduct based on principles of courtesy and good manners and wear the uniform provided by the Institute or, at the request of the latter, simple yet elegant clothing;
c. maintain absolute confidentiality with regards to information which comes to hand during the carrying out of the service;
d. ensure safe and comfortable driving;
e. load and firmly secure the luggage of travellers, if any;
f. transport internal correspondence and/or small packages with delivery/pick-up at the front desks of the locations, with the supplier being obliged to responsibly store this material in custody until delivery to the concierge staff;

It is prohibited for the driver of the vehicle in service to:

g. stop the vehicle and interrupt service if not upon the justifiable request of passengers or in cases of ascertained force majeure or distress;
h. smoke or consume food during the service;
i. ask for payment from the passengers;
j. remove or conceal the distinct recognition signage of the vehicle;
k. hinder the work of employees in the service of cleaning the grounds and public areas;

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l. behave towards the service users in a manner that is incorrect or at least not befitting of the service being performed;
m. transport animals belonging to the driver;
n. consent non-authorised persons to drive the vehicle, even if holding the appropriate licence required.
o. talk on the phone (also with headset or hands-free).

At the sole request of the Institute, in cases where the driver identified by the Supplier for the provision of the service kept a behaviour contrary to the obligations and requirements of the above, it will be by the Supplier provide for his swift replacement.

9.9 - Insurance coverage of vehicles provided by the Contractor

The Company must demonstrate that the vehicle used for the requested service is ensured via the presentation of an insurance policy guaranteeing civil liability of the Contractor/insured for any events resulting from the movement of the vehicle, in accordance with Legislative Decree 209 of 07/09/2005 and subsequent amendments and additions.

The policy will have to be in operation even in cases of damage caused throughout circulation of vehicles on private property.

The caps for each of the vehicles shall not be less than the following sums insured:

- Limit the maximum compensation per claim 6,000,000.00 euro;
- Limit the maximum compensation per person 6,000,000.00 euro;
- Limit the maximum compensation for damage 6,000,000.00 euro;

The operability of the guarantees provided for in the policy will cover the full life span of the Contract, until fulfilment of all obligations.

The policy will also require provisions for extending the duration of the insurance contract as a result of a possible extension of the service supplied under this contract

Article 10 - Additional services upon request

In relation to the services described in Articles 6, 7, 8 and 9 of the present Special Tender Specifications, as previously outlined in each single article, the European University Institute reserves the right to request of the Contractor additional services which may be carried out under the same terms.

In general, the additional services which have proven most frequently necessary in the past are:

- Supervisor service with armed/unarmed security guard, day or night, at one or more locations of the Institute;
- Porter service at one or more sites of the Institute;
- Additional service patrols, day and night, at one or more locations of the Institute;
- Extra shuttle service at one or more sites of the Institute.

The notice which the Institute must provide to the Contractor regarding any additional service requirements will be specified in the relevant point of the Technical Proposal under, respectively, T5, T6, T7 and T8 (with a maximum accepted value of 8 hours).

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Article 11 – Personnel and training - mandatory requirements

For provision of the activities referred to in these services it is underlined that:

- The organisation of service, coordination and management of staff employed (including on holidays, leaves and absences) shall be borne by the successful tenderer;

- To carry out the activity covered by this Special Contract Specifications document, the Contractor will make good use of its human resources.

The personnel used to carry out the service, under penalty of exclusion, should be trained for emergencies related to Legislative Decree 81/08, and any successive amendments, and be in possession of certificates of participation for the low risk "Fire Officer" of the Ministry of Interior DM 10/03/1998 course the course of "First Aid" Level B of the Ministry of Health DM 388/2003. As staff in service at the control room and front desk will be equipped with a PC with access to the Internet and equipped with the basic programmes (word-excel), use of said equipment will be necessary. Staff must also be able, as previously stated, to provide information to users in English and therefore must possess, under penalty of exclusion of contract, the following requirements:

- Certificate of basic PC knowledge for the package "Microsoft Office".
- Certificate of proficiency in English.
- Driving license type B

These requirements must have been already met at the time of service commencement. In particular, for the knowledge of the English language, all personnel proposed for the carrying out of services under this contract will be subject to an oral interview with the EUI Commission to check the actual knowledge and mastery of the language. At the discretion of the Commission, the employee may be eligible or not for the performance of some or all of the services. In the case of total inadequacy, this candidate may not form part of the personnel used by the Contractor for the contract. In no event shall any cost be charged the European University Institute following the results of these interviews.

At least five days before the start of the Contract, the successful bidder will be required to provide to the Contracting Authority the following documents regarding personnel who will be used throughout the service:

- A complete list of names of all employees appointed to each single role indicated in the Contract, including details pertaining to the date and place of birth, job title, insurance and pension details, as well as their working schedule and weekly working hours;
- A copy of the staff payroll concerning the 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;
- A copy of module D.M. 10 – UNIEMNS submission receipt (monthly pension payment to INPS).

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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 staff must be employed by and under the sole responsibility of the Contractor, who is directly responsible for the behaviour of its employees, for any instances of non-compliance with the provisions in this Special Contract Specifications document and for any damages caused to third parties and the EUI attributable to the employees themselves.

The Company must use only qualified personnel who will have access to the headquarters of the Institute in respect of all applicable safety regulations and in accordance with the rules of procedure of the Institute available at: http://www.eui.eu/About/SafetyandSecurityPolicy.aspx

It is the responsibility of the Company to verify these procedures in advance.

The European University Institute reaffirms the need for all staff employed by the Contractor to be informed, educated and trained particularly on the following topics:

- Prevention of risks in the work environment;
- Modality of service provision;
- Emergency and fire fighting management.

The employees of the Contractor will be obliged to behave in a manner characterised by the utmost correctness and politeness, in respect of the staff and users of the EUI, and at all times to act with professional diligence in order to ensure the proper and effective implementation of services for which they are responsible. Therefore all employees must comply with the following rules:

- Carry any individual protective equipment pursuant to the Ministry of Health Decree of 28/09/1990 and Legislative Decree 81/2008, along with any subsequent amendments (if necessary);
- Wear suitable clothing/uniform kept in perfect state of cleanliness and decorum;
- Wear an identification card bearing the name and surname, the company to which they belong and the type of service performed;
- Always carry a personal identity document,
- Perform the tasks entrusted in the established organisational arrangements;
- Carry out the service only as per the orders from manager of the service and no other.

The staff of the Contractor is required to maintain in confidentiality the facts and circumstances of which they become aware in the carrying out of duties, in accordance with applicable law and the rules and procedures of the Institute available at: http://www.eui.eu/AboutTheWebsite/DataProtection.aspx

Use of telephones, photocopiers, computers and equipment typically installed at buildings undergoing service is forbidden for personal purposes. During the execution of service and time on the premises of the Institute, staff are forbidden to smoke and use of mobile phones will be restricted to business needs.

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Article 12 – Strikes and/or suspension of service

In the case of general strikes within the work category, the Contractor shall provide written notice 3 (three) days in advance, reporting to the Institute the effective date of the planned strike. In all other cases, including force majeure, the Contractor is required to ensure the absolute continuity of conduct of the service. If, upon the occurrence of such situations, the service does not prove to be adequate in meeting the needs of the Institute, the latter shall undertake means to accomplish the same in a manner it considers most appropriate, reserving the right to charge the defaulting company for any major expenses incurred. Should the company suspend service, the European University Institute may terminate the contract.

SECTION III
OBLIGATIONS AND COSTS RELATIVE TO EXECUTION OF SERVICE

Article 13 - Contract contacts

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 eventual changes, equipment, scheduling variations and/or any other new regulations that may be necessary for the execution of the security service at the Institute locations 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 personnel the Contractor deems persona non grata;

e. proceed to apply any penalties and the possible termination of the contract pursuant to Article 26 of the tender disciplines and as described in Article 8 of the present Special Tender Specifications;

f. regulate, via official endorsement, all invoices issued by the Contractor.

Article 14 - Technical services management

The Contractor must determine and communicate to the Contracting Authority who will be appointed on-site company representative in the role of organisational manager and service supervisor, and substitute in case of absence, for all foreseen contractual obligations. In addition to the telephone number and e-mail for any sensitive communication that should be necessary, the aforementioned manager and their eventual replacement must be equipped with mobile phones and will be available 24 hours a day, every day.

The Contract manager, along with their eventual replacement, as confirmed by the official representative of the tenderer, must possess the legal capacity to prepare all the formalities required for the proper execution of the Contract and be able to supervise the personnel employed in the carrying out of service in order to observe the duties, functions and terms agreed by the Contract for the timely

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fulfilment of service, and are required to provide operational measures put in place to allow for the timely resolution of any unpredictable problems related to the efficient running of the service.

In particular, the operations manager of the service must:

a. assume full knowledge of the rules and conditions of contract;

b. coordinate the carrying out of contractual activities according to the criteria established with the contract coordinator;

c. ensure a constant link between the activities covered by the contract and the Contractor offices responsible for managing the services at the Institute;

d. elaborate of provisions of service in accordance with the directives issued by the contract coordinator;

e. guarantee continuity of service even upon occasions of last minute staff absences;

f. ensure that staff routinely deployed to carry out contractual tasks are included in the list provided to the contract management upon commencement of service;

g. report to the contract management any eventual cause of force majeure and/or anomalies that impede the smooth operation of services or may represent a critical element for the safety of university sites;

h. propose to the contract management any substitutions, with provision of motivation, of any Contractor employees, with provision also of replacement names.

The technical manager of the service is also required to appoint an "on site" Service Coordinator.

Article 15 - Conditions of execution of service

The organisation of the service is the sole responsibility of the successful tenderer, who must use their means, materials and employees to ensure the full provision of the service. It is the full responsibility of the Contractor, meaning remunerated with the corresponding contractual provisions, any charges, expenses and risks relating to the carrying out of contracted services together with any activity that may be required for the provision of the same, in any case appropriate for the correct and complete fulfilment of the imposed obligations.

Whereby the specific security needs so require, access to personnel of the Contractor, to the areas in which their tasks are executed, may be subjected to the obtainment of special authorisation by the Institute. To this end, the Institute will communicate, in accordance with the requirements, with the Contractor in order to avail itself of this clause, without having to specify the reasons. In this case, the company undertakes to submit to the Institute a list of the personnel responsible for the specific performance requested, accompanied by a copy of a valid identification document.

It is within the authority of the Contracting Authority to ask for the replacement of any employees of the Contractor during the course of the service who have caused grievances or who have adopted improper manners in the work environment.

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The awarded Contractor shall ensure the implementation of all services in a workmanlike manner, in compliance with the existing rules and under the conditions, procedures, terms and specifications in the tender documents, under threat of contract termination under the law. The Contractor is required to ensure the absolute continuity in performance of the contracted service, coordinating with the Contract manager on any issue of situations which may affect proper conduct.

During execution of the contract, the awarded Contractor is obliged to observe all the rules, technical requirements and safety regulations, including any that may be issued after the execution of the contract. Any additional costs arising from the need to observe the rules and requirements set out above, even if entered into by force after the conclusion of the contract, are the sole responsibility of the successful undertaking, meaning in any case to be remunerated within the contract of the successful undertaking who cannot, therefore, claim for any additional fees, under any reason, against the European University Institute.

The Contractor expressly agrees to indemnify the European University Institute from all the consequences of any breach of the rules and technical requirements and safety regulations.

The contractor is obliged to apply the national collective bargaining agreement (CCNL) regulations governing the categories of workers employed and to observe the consequent provincial and local union agreements which are of a regulatory and retributive nature even once expired, their replacement, for the duration of the contract - on threat of termination of contract - alleviating the Institute from any responsibility in this regard.

The Contractor must declare which National Labour Contract applies for their employees and ensure compliance with the mandatory minimum wage agreements. The obligation is binding to the enterprise even if not adherent to the signatory associations or upon withdrawal from them, and regardless of the nature, structure and size of the company or of any other legal qualification, economic or union based.

The Contracting Authority in the event of breach of the above, upon notice to the Contractor of the deficiencies detected, will effectuate a denouncement to the competent Labour Inspectorate concerning the violation found, reserving the right to forfeit the entire performance bond, which the Company must then immediately reinstate. The amount forfeited will be returned only when the aforementioned Inspectorate has declared the company to be in abidance.

The non-fulfilment of tax, social security and insurance obligations, where established by the European University Institute or reported by the Labour Inspectorate, will be considered as a failure of the Contractor which may result in the termination of the contract.

**Article 16 - Expenses to be borne by the Contractor**

The Company assumes all responsibility in case of injury or damage to persons and property that may occur dependent upon the contract, regardless of the nature or cause.

To be fully borne by the awarded Contractor are all risks of loss, theft or damage during transportation of internal mail and small parcels or of any goods of the Institute entrusted to the Contractor for the execution of service, except in cases of risks, losses and damages for acts attributable to the Institute itself.

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Also to be borne by the successful tenderer are:

- all obligations and risks relating to the provision of activities and services supplied under this contract, as well as any activities that may be required for the provision of the same, or at least opportune for the correct fulfilment of the foreseen obligations, including those relating to any eventual costs for transport, travel and other tasks for the personnel carrying out the contract;

- fees connected with the insurance of staff occupied during the execution of duties subject to these Special Contract Specifications;

- the observance of the laws deriving from the current laws and agreements governing the recruitment of labour and against accidents in the workplace, involuntary unemployment, concerning disability and old age and all other provisions governing the execution of the contract;

- the adoption, in the execution of service, of all applicable procedures and precautions to prevent the possibility of damage to public and private property and especially of injury to persons engaged in the same, as well as to third parties, in compliance with applicable laws in the area. Any liability, in the event of accident or damage in service or owing to the fact of those appointed will fall, therefore, upon the awarded Contractor and will remain removed from the responsibility of the Contracting Authority.

The payment for all charges and obligations specified above is intended to be conglomerate in the prices offered by Contractor in the phase of tender.

**SECTION IV**

**EVALUATION OF SERVICE LEVEL AND PENALTIES**

**Article 17 – Evaluation of service level**

The service provided must correspond to that covered by this Special Contract Specifications, to the Letter of Invitation and, if improved upon, that presented by Contractor in the tender.

It is within the power of the Contracting Authority to effectuate, at any time and without notice, by means of the Contractor or via another third party acting on its behalf, checks to verify the compliance of the service carried out in accordance with provisions, with particular reference to:

- Suitability and adequacy of training programmes for staff;

- Organisational means of service delivery.

To this end, the overseer of the Contract will also carry out visual performance checks to qualify the service via, for example:

1. correct use of instruments and systems of surveillance;
2. observance of all directives and procedures in use by the Institute;
3. courtesy, professionalism and good English-speaking skills of the staff when dealing with the public.

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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 CS surveys will be carried out by periodically sending out a questionnaire and a representative sample to users who have taken up the services in object, via fax and/or email or else via direct interviews following on from the relevant event.

Following is a sample list of quantitative questions to be answered (close-ended) which will be submitted to the interviewees:

1. Are you satisfied with the performance of the service?
2. Was the availability of staff performing the service adequate to your needs?
3. Did the staff prove to be competent?
4. Was the staff involved in the service attentive to your every need?

Those interviewed may indicate for each question a value of between 1 (minimum) and 10 (maximum value).

The result of the CS investigation will be determined from the arithmetic mean of the responses received bearing a value greater than or equal to 1. Any cases in which the average results in a value less than or equal to 5.00 (five) shall be considered a negative.

- answering from 1 to 4 indicates a negative judgment;
- answering from 5 to 6 indicates neutral;
- answering from 7 to 10 indicates a positive opinion;

In the event that following the examinations and as a results of the surveys, the service offered is not consistent with the agreed characteristics, the Contracting Authority may apply the penalties provided for in the next article, without prejudice, except where it is decided to terminate the contract.

The Contractor shall have the right to submit any explanation within three (3) days of notification of the dispute. After 3 (three) days, or if the explanations are not satisfactory, the Contracting Authority will deduct the amount of the penalties by means of subtracting the amount from the corresponding month’s payment and where credit is lacking, it will be deducted from the amount of the performance bond. The Contractor, in this case, will then be required to restore the value of the performance bond within ten (10) days.

**Article 18 – Defaults and penalties**

Except whereby otherwise sanctioned by legislation, the Contracting Authority, in protecting the rules contained in these Special Contract Specifications, reserves the right to apply, in addition to the extra costs incurred in ensuring the regularity and functionality of activities, a system of penalties.

Upon results indicating delays and inefficiency, the contract management will apply a penalty of 500.00 euro for:

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a) any unjustified abandoning (even if only momentarily) of the control room of the University;

b) each failure to intervene in cases of alarm emanating from the technological security systems installed within university locations (intrusion, fire, etcetera);

c) any delay beyond fifteen minutes in the taking up of service in the locations agreed upon with the University, and of delays greater than an hour which are to be considered as absences leading to a further penalty of 1000.00 euro;

d) each failure to transmit to the contract management within 24 hours of the occurrence, the report referring to events and/or anomalous in situations related to the service and the security of the university localities;

e) every failure to replace, within two hours of the request of the contract management by fax or email, the staff of the Contractor who are deemed unsuitable for the performance of the service;

f) defaults by the service staff as declared at the discretion of the contract management, such as: inobservance of operative systems, indecent and disrespectful attitudes towards the staff of the University and third-parties, and incompleteness or lack of service uniform and equipment;

g) for each missed inspection, where required and agreed upon with the contract management or delegates thereof, even in the absence of electronic control systems;

h) for each non-replacement of staff considered persona non grata;

i) for failure to in being able to reach the Technical Manager of the Service.

Failure to comply with the terms of delivery, testing and commissioning of safety systems offered in the tender as elements for improvement, with certification of compliance with the law, will result in the application of a daily penalty of 500.00 euro, up to a maximum of thirty (30) consecutive calendar days, after which the University reserves the right to terminate the contract. The application of the penalties will be preceded by a reasoned written appeal sent by the contract management by registered mail, preceded by fax, to which the contractor shall have the right to oppose by presenting a rebuttal within five (5) working days from receipt.

The Institute, nonetheless, reserves the right in case of application of n. 3 penalties in a single calendar year, to proceed with the resolution of the contract pursuant to Article 1456 of the Civil Code with a simple administrative measure resulting in the execution of the service to the detriment of the Contractor in default and forfeiture of the deposit as penalty and compensation, apart from compensation for greater damages.

The amount of penalty will be subtracted from any credits of the awarded Contractor independent of the contract in reference. In the complete or partial absence of credits, the amount of the penalty will be subtracted from the performance bond. In the case of partial or total forfeiture of the security deposit, the Contractor will have to provide for the reconstitution of the same in its original amount within thirty (30) days of receipt of the request by the Institute.

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SECTION V
PRIVACY POLICY AND COPYRIGHT

Article 19 – 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 VI
REGULATIONS ON ACCIDENT PREVENTION AND SAFETY IN THE WORKPLACE

Article 20 - 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.

For the service covered by this Special Contract Specifications, no interference risks have been detected which would render necessary the adoption of specific security measures and therefore is not required to provide for the preparation of a ‘DUVRI’ (Risk Assessment) as per Article 26.3 of Legislative Decree 81/2008.

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

The Institute must provide the contractor with detailed information on specific risks for staff working within the environments and for which preventive and emergency measures may be required in relation to the activities normally carried out in the workplace. The Institute and the Contractor undertake to cooperate in the implementation of the measures of prevention and protection from occupational hazards that may affect work activities covered by the contract.

The Institute and the Company agree to coordinate on the measures to implement for the prevention and protection against risks to which workers are exposed, whilst cooperating and sharing information in order to eliminate risks due to interference between the workers involved in the execution of work activities subject to the contract. The responsibility for promoting such cooperation and coordination falls upon the European University Institute.

In respect of the organisational measures specified in the tender documents and using due caution, coordinating rosters and means for working with those responsible for the contract, it can be assumed that in the present contract, the cost for the risks of interference is equal to zero.

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SECTION VII
PRICE AND TERMS OF PAYMENT

Article 21 – 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 60 (sixty) 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.

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 if the 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 16 of the present Special Tender Specifications, or from reimbursement of expenses due, will be compensated at the same time as the invoices for the relative period are paid.

Article 22 - Periodic price review
The corresponding contract of service will be subject to periodical review starting from the second year of validity, upon a written request from the Contractor showing any variations resulting from the application of 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).

SECTION VII
ADMINISTRATIVE AND CONTRACTUAL COSTS

Article 23 – 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 contract will be signed at the headquarters of the Contracting Authority.

Article 24 – 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 25 - 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 26 - 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 the Company for any investments made to enact the contract.

Article 27 – 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 28 – Other cases of contract resolution
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 in accordance with Article 1456 of the Italian Civil Code:

a) initiation of insolvency proceedings against the Contractor or the leading company in the case of a Temporary Association of Companies (TAC);

b) liquidation or cessation of the Contractor company or of the leading company in the case of a TAC;

c) unexplained interruption of service covered by the contract, whereby more than 15 days have elapsed since the supply deadline;

d) repeated defaults by the porter staff;

e) acts of fraud during the execution of the service;

Article 29 – 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 of Point 2 of the Letter of Invitation. 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.

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As a guarantee of proper execution of contractual obligations, the successful Contractor is bound to pay a performance bond corresponding to 10% (ten per cent) 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 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 favour 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. For the company awarded the contract, the deposit will remain bound until the expiry of the contract and only after the resolution of any dispute and controversy.

**Article 30 – 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 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.

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

**Article 31 - Subcontracting and outsourcing of contract**

The services outlined in the Special Contract Specifications may not be outsourced (in this case the service outlined in Article 6) at the threat of nullifying the contract. Any ancillary services to the principle service or any subcontracting, in addition to being declared when the bid is made, must 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.

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SECTION IX
FINAL PROVISIONS

Article 32 - 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 33 – 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 34 – 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 35 – 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.

Article 36 – 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 37 – 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.

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List of attachments:

- Appendix A – Official EUI Calendar 2013
- Appendix B – Shuttle Service Management module
- Appendix C – On-site inspection request module
- Appendix D – Participation Request module
- Appendix E – Self-certification Module
- Appendix F – Draft Contract
- Appendix G – Economic Offer module
- Appendix H – Technical Specifications module