



## LOGISTICS SERVICE

Special Tender Specifications for the supply and installation of furniture, curtains, lamps and accessories to furnish the new apartments for the European University Institute's researchers, located in the municipality of Florence,  
Via Faentina – Località Ponte alla Badia

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**YEAR 2011**



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*Signed in acceptance by the Legal Representative*

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## Article 1 – Definitions

“Company” shall mean the Company that is awarded the tender, and to which the supply of goods and services described in the Special Tender Specifications (S.T.S.) is entrusted.

“Contracting Authority” and “Purchaser” shall mean the European University Institute, which entrusts to the Company the supply of goods and services described in the Special Tender Specifications.

## Article 2 – Object of the tender

These Special Tender Specifications contain the regulations disciplining the supply and installation, in a complete and perfectly functioning manner, of furniture, curtains, accessories and lamps, excluding in-built wardrobes and fitted kitchens, in the fifty-nine apartments for researchers at the European University Institute, located in Florence, Via Faentina - Località Ponte alla Badia, according to the quality specifications and procedures described below.

The residential building complex that will house the apartments consists of two parallel buildings of two and three storeys, placed opposite each other and connected by four stairway elements. The overall complex also includes 1,600 sq m of parking space and consists in 59 apartments, of which 46 are simplex (on one level) and 13 are duplex (on two levels, with an internal stairway). The apartments are of the following types:

### Type I

37 apartments, minimum surface 48,50 sq m and maximum surface 50,50 sq m; of these, three are located on the ground floor and have been designed as apartments for persons with disabilities (pursuant to Italian legislation contained in DPR 503/96). These apartments consist in:

- Living/Dining Room with Kitchenette
- 2 Single Bedrooms
- 1 Bathroom, with shower

### Type II

9 apartments, of which 8 measuring 37,36 sq m and 1 measuring 40,34 sq m, consisting in:

- Living/Dining Room with Kitchenette
- 1 Double Bedroom
- 1 Bathroom, with shower

### Type III

9 apartments, of which 4 measuring 52,37 sq m, 2 measuring 56,72 sq m, 1 measuring 59,58 sq m, and 2 measuring 64,52 sq m, consisting in:

on the ground floor:

- Living/Dining Room with Kitchenette

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- Toilet
- Internal stairway

on the first floor:

- 1 Double Bedroom
- 1 Single Bedroom
- 1 Bathroom, with shower

#### **Type IV**

4 apartments, of which 2 measuring 59,34 sq m and 2 measuring 60,39 sq m, consisting in:

on the ground floor:

- Living/Dining Room with Kitchenette
- Study
- Toilet
- Internal stairway

on the first floor:

- 1 Double Bedroom
- 1 Single Bedroom
- 1 Bathroom, with shower

One of the Type I apartments will be used by the Contracting Authority to house secretarial services: it is therefore not to be included in this tender procedure. Thus, the apartments to be furnished are 59 and not 60.

Before submitting its bid, the Company is required to perform an on-site survey, in order to verify fully the layout of the rooms, the volumes, the measurements, the position of existing installations and any other element necessary in delivering complete and perfectly functioning furniture and fittings, and excluding any further charges accruing to the Contracting Authority.

#### **Article 3 – General characteristics of the furniture and furnishings**

The furniture proposed must be in conformity with the typological specifications described below, and be made of excellent quality materials, with perfect finishings, as well as being coordinated in terms of design, colour, materials, in order to confer upon the apartments an overall harmony and achieve an aesthetically pleasing result.

Should the materials used, even once the installation work has begun, not comply with the specifications, the Contracting Authority shall immediately order their replacement; in such a case, no extension of delivery deadline shall be granted.

#### **Article 4 – Wood and finishings**

Furniture, fittings and all accessories offered shall be produced in compliance with all relevant existing legislation and regulations. And must especially be in compliance with legislation on: environmental safety and hygiene, fire prevention, UNI ISO EN standards on technical characteristics related to resistance, safety

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and stability. The Company shall, therefore, include in its bid the certification issued by accredited Laboratories or Agencies for each item offered (said certification will be evaluated in the tender award procedure).

All fabric and upholstered elements, pursuant to Ministerial Decree 26/6/84, shall be type-approved in fire reaction class 1 IM.

All wood panels in all furniture elements included in the bid shall be ecologically-compatible and must be certified as being in class E1, low formaldehyde emission. The Company is required to provide the relevant certification.

All metal components, including nuts, bolts, screws and other parts, must be free of processing residues, and adequately pre-treated so as to prevent corrosion phenomena.

All outer elements of the furniture items (doors, drawer fronts, shelves, desk tops and nightstand tops) must have rounded edges, to prevent injury to persons or damage to objects; no sharp edges shall be allowed.

### **Article 5 – Specifications of product type and manufacturing details**

The descriptive list below contains the minimum size and quality requirements for the goods to be supplied.

N.B.: as stated above, the built-in wardrobes and the fitted kitchens shown in the annexed designs are not part of the object of this tender.

#### **5.1 - Minimum furniture requirements for the 87 single bedrooms**

**5.01 – Single bed with additional trundle bed.** Size: ca. 90x200 cm, in high density wood panels, class E1, complete with slatted base, including headboard and side boards, one of which can be lowered to draw out the second bed frame (also slatted base) on wheels. Melamine finish in a colour to be chosen by the Contracting Authority.

**5.02 – Nightstand element.** Size: ca. 45x40xH46 cm, in high density wood panels, class E1, including top drawer, open shelf space and table-top surface, class E1. Melamine finish in a colour to be chosen by the Contracting Authority.

**5.03 – Metal structure desk element.** Size: ca. W120x60xH72 cm, epoxy paint, silver. Table-top in high density wood panels, class E1, edges in PVC with rounded edges and corners. Melamine finish in a colour to be chosen by the Contracting Authority.

**5.04 – Metal bookcase element.** Epoxy paint, silver, including two adjustable shelves. Size: ca. W120x33 cm.

**5.05 – Metal structure chair,** in shaped steel rods, one-piece technopolymer seat and back, in a colour to be chosen by the Contracting Authority.

**5.06 – Angle-poised table lamp** in thermoplastic material. Light bulb included. Size: ca. diameter 12, H40 cm – CE marking.

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## 5.2 - Minimum furniture requirements for the 22 double bedrooms

**5.07 – Double bed.** Size: ca. 170x200 cm, in high density wood panels, class E1, including slatted base, headboard, side boards and bed base, class E1, melamine finish in a colour to be chosen by the Contracting Authority.

**5.08 – Nightstand element.** Size: ca. 45x40xH46 cm, in high density wood panels, class E1, including top drawer, open shelf space and table-top surface, class E1. Melamine finish in a colour to be chosen by the Contracting Authority. **Same product as item 5.02 above.**

**5.09 - 4-drawer dresser.** Size: ca. W90x46xH75 cm, in high density wood panels, class E1, including top surface. Melamine finish in a colour to be chosen by the Contracting Authority. Silver feet.

**5.10 – Cabinet element** in high density wood panels, class E1. Size: ca. 135x46xH75 cm, consisting in 4 drawers and open shelving measuring W45 cm, top surface. Melamine finish in a colour to be chosen by the Contracting Authority. Silver feet.

## 5.3 - Minimum furniture requirements for the 4 studies in Type IV apartments

**5.11 – Single sofa-bed with container space.** Size: ca. 90x200 cm, in high density wood panels, class E1, including slatted base and cushions covered in fire-retardant fabric. Melamine finish in a colour to be chosen by the Contracting Authority.

**5.12 – Metal structure desk element.** Size: ca. W120x60xH72 cm, epoxy paint, silver. Table-top in high density wood panels, class E1, edges in PVC with rounded edges and corners. Melamine finish in a colour to be chosen by the Contracting Authority. **Same product as item 5.03 above.**

**5.13 – Open bookcase element,** in high density wood panels, including 4 inner adjustable shelves, class E1. Size: ca. W90x35xH160 cm. Melamine finish in a colour to be chosen by the Contracting Authority.

**5.14 – Metal structure chair,** in shaped steel rods, one-piece technopolymer seat and back, in a colour to be chosen by the Contracting Authority. **Same product as item 5.05 above.**

**5.15 – Angle-poised table lamp** in thermoplastic material. Light bulb included. Size: ca. diameter 12, H40 cm – CE marking. **Same product as item 5.06 above.**

## 5.4 - Furniture for the 59 living rooms and kitchenettes

**5.16 – Cabinet element** in high density wood panels, class E1. Size: ca. 135x46xH200 cm, consisting in: 1 element measuring ca. W90x46xH200 cm, with 4 doors including 2 inner shelves and an open shelf space centrally, with 1 shelf; 1 element measuring ca. W45x46xH200 cm, with 1 door including 1 inner shelf and an open shelf space below, with 2 adjustable shelves; silver feet. Melamine finish in a colour to be chosen by the Contracting Authority.

**5.17 – Cabinet element** in high density wood panels, class E1. Size: ca. 90x46xH75 cm, including 1 inner shelf, and silver feet. Melamine finish in a colour to be chosen by the Contracting Authority.

**5.18 – Cabinet element** in high density wood panels, class E1. Size: ca. 135x34xH200 cm, consisting in: 1 element measuring ca. W90x34xH200 cm, with 4 doors including 2 inner shelves and an open shelf space centrally with 1 shelf; 1 element measuring ca. W45x34xH200 cm, with 2 doors including 1 inner shelf and an open shelf space centrally with 1 adjustable shelf; silver feet. Melamine finish in a colour to be chosen by the Contracting Authority.

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**5.19 – Living room table.** Size: ca. 45x60xH62 cm, with legs structure in epoxy painted metal, silver, and double laminate tabletop in a colour to be chosen by the Contracting Authority.

**5.20 – Extendable kitchen table.** Size: ca. 130/180x80xH75 cm, with four square legs in epoxy painted metal, silver, tabletop in multi-layered covered in laminate, class E1, colour to be chosen by the Contracting Authority.

**5.21 – Metal structure chair,** in shaped steel rods, one-piece technopolymer seat and back, in a colour to be chosen by the Contracting Authority. **Same product as item 5.05 above.**

**5.22 - Living room sofa.** Size: ca. W190x95xH90 cm, with wood frame structure, upholstery in polyurethane foam with differentiated density: arms density D40; sides density D21; back density D21 in high resilience material; seat density D30 in high resilience material. Removable covers in fire-retardant fabric, type-approved for fire reaction class 1 IM.

**5.23 - Living room armchair.** Size: ca. W58xD50xH80 cm, with wood frame structure, easy to move, upholstery in polyurethane foam with differentiated density: arms density D40; sides density D21; back density D21 in high resilience material; seat density D30 in high resilience material. Removable covers in fire-retardant fabric, type-approved for fire reaction class 1 IM.

## 5.5 - Furnishings for the 72 bathrooms

**5.24 – Bathroom cabinet element.** Size: ca. 45x45xH96 cm, with open shelf space and 1 door including inner shelf. Melamine finish in a colour to be chosen by the Contracting Authority.

**5.25 – Light fixture** on the wall, in thermoplastic material, to be positioned above the built-in bathroom mirror. Shade in satinated thermoplastic material. Size: ca. W57X6H. CE marking.

## 5.6 - Accessories

**5.26 - Single bed mattress.** Size: ca. 80x190xH14 cm. Mattresses must be anallergic, type-approved for fire reaction class 1 IM and covered in fire-retardant Jacquard fabric, with an insulating medium density flexible polyurethane foam core. Perimeter band in fire-retardant Jacquard fabric with handles.

**5.27 - Double bed mattress.** Size: ca. 160x190xH16 cm. Mattresses must be anallergic, type-approved for fire reaction class 1 IM and covered in fire-retardant Jacquard fabric, with an insulating medium density flexible polyurethane foam core. Perimeter band in fire-retardant Jacquard fabric with handles.

**5.28 - High level protection cover for single-bed mattress** in fire-retardant fabric, machine washable, zip closure for easy removal, providing total safety, maximum hygiene and comfort.

**5.29 - High level protection cover for double-bed mattress** in fire-retardant fabric, machine washable, zip closure for easy removal, providing total safety, maximum hygiene and comfort.

**5.30 - Double-bed cover** in fire-retardant and machine washable fabric, in a colour matching or blending well with the bedroom curtains.

**5.31 - Curtain hanging from traditional rod** Size: ca. W130xH160 cm, in 100% Polyester fabric, Trevira CS type, fire-retardant with a type approval certification for reaction to fire class 1, weight 135/140 grammes per sq m. Colour of fabric to match or blend well with bed cover colour.

The curtains shall be hung on wooden rods, in a colour to be chosen by the Contracting Authority. Curtains must be easy to take down, and fabric must be washable and not require ironing.

The quoted price must include cost of sewing, assembling and installation on the wall.

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**5.32 - Curtain hanging from traditional rod** Size: ca. W130xH250 cm, in 100% Polyester fabric, Trevira CS type, fire-retardant with a type approval certification for reaction to fire class 1, weight 135/140 grammes per sq m. Colour of fabric to match or blend well with bed cover colour.

The curtains shall be hung on wooden rods, in a colour to be chosen by the Contracting Authority. Curtains must be easy to take down, and fabric must be washable and not require ironing.

The quoted price must include cost of sewing, assembling and installation on the wall.

**5.33 - Bathroom kit** including:

1 chromium-plated base for toilet brush holder (including brush) and toilet roll holder;

2 chromium-plated bases for towel racks;

1 chromium-plated stainless steel small pedal bin, capacity 3 litres;

2 stainless steel bathrobe hanging hooks;

1 corner double soap dish, rust-free treatment.

**5.34 - Horizontal bathroom lamella blinds** for the bathroom windows. Total size: ca. W60xH60 cm, colour to be chosen by the Contracting Authority.

**5.35 - Wall clothes rack** with 4 hooks in grey painted metal, fixed to the wall with rawlplugs.

### **Article 6 – Delivery and assembly service**

Delivery and assembly must be included in the cost of the supply and shall include any and all charges for: packaging, transport, hauling, delivery “to the required floor”, assembly and installation, removal and transportation of any residual materials and packaging, pursuant to existing legislation and the regulations of the Municipality of Florence.

### **Article 7 – Calendar and deadlines**

Delivery and assembly of furniture and fittings must take place in two distinct stages.

In the first stage the Company shall completely furnish, no later than 20 March 2012, three different types of apartments: one each of Types I, II and III, as described in Article 2 above.

Construction work on the remaining 56 apartments shall be completed and the premises made available to the Company for its assembly and installation work no later than 30 June 2012. Delivery, assembly and installation of furniture and fittings shall be completed no later than 30 July 2012.

The Company shall also, at its own expense and under its own supervision, provide for the thorough cleaning of the apartments, the furniture, the fittings and all other accessories supplied as part of this tender; the Company may avail itself of the services of a specialized company, to ensure that the premises are delivered within the deadline in a fit state to be used and inhabited immediately.

The Contracting Authority reserves the right to change the above dates; should this occur, the Company shall have no right to demand extra charges or extension of the deadline. In the period between the first and second delivery and assembly of furnishings, the storage of furniture and fittings, as well as all responsibility for damage and theft, shall be the liability of the Company.

### **Article 8 – Implementation of the supply of goods and services**

The delivery and installation of furniture and furnishings shall be organized and managed entirely by the Company; before the beginning of the delivery, the Company shall draw up and submit to the Contracting Authority a detailed timetable of all planned delivery and installation operations, including the name and This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender.

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contact details of their appointed technical supervisor of works. Should the Company fail to submit such a document, the penalty envisaged in Article 14 below shall be applied.

It shall be entirely the liability of the Company to verify the condition, the location and the measurements of all the apartments, including the measurements of all existing fittings and installations. Further, it shall be entirely the liability of the Company to produce furniture items of the correct size and fit for the spaces available and in relation to existing installations; the Company shall be entirely responsible for any purchases of furniture items from third parties, and shall not claim extra charges or raise any objection with the Contracting Authority, should such purchases turn out to be inappropriate.

Once installed, and before their first use, all furniture and furnishings shall be perfectly cleaned, and any damage incurred in assembly or installation shall be repaired.

The delivery and installation of the goods shall include the task of punching holes, cutting or otherwise modifying those elements of the furniture and furnishings that cover or impede access to switches, sockets or plugs, or any alteration which may be required in order to allow for cables or wiring to be laid out; the offer shall include any and all charges, as well as specialized equipment and labour, needed to perform such adaptations on site.

#### **Article 9 – Suspension of delivery**

Once the delivery of goods has begun, should causes of *force majeure* — or any comparable circumstance — temporarily hinder completion of the operation, the Contracting Authority may order the suspension of installation procedures and the temporary storage of goods in suitable facilities until such time as the hindering circumstances cease.

#### **Article 10 – Warranty and availability of replacement parts**

The Company shall guarantee the perfect functioning of furniture and all accessories supplied, and shall therefore provide after-sales assistance and maintenance service for at least 24 (twenty-four) months (or for a longer period, if specified in its technical offer), starting from the date on the document certifying that delivery has been completed.

During the warranty period, on any occasion in which a fault or breakage — not due to incorrect usage — is detected, the Contracting Authority shall notify the Company; the Company shall remedy the problem with no charge and/or encumbrance upon the Contracting Authority.

Any repair operation to restore the product's function, during the warranty period, shall be carried out within 2 (two) working days from the date of notification, or within the shorter period that the Company has declared in its technical offer. If the Company does not meet these deadlines, the penalties described in Article 14 below shall be applied.

The Company shall further guarantee the availability of replacement parts for a period of at least 5 years from the date of delivery.

All periods mentioned in this article shall be amended according to the periods offered by the bidding Company in its Technical Offer.

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### **Article 11 – Replacement parts included in the supply of goods**

The following replacement parts shall be included in the supply of goods, to be delivered once installation operations are completed, and shall be stored in a place decided - and notified to the Company - by the Contracting Authority:

- 20 complete handles for the living room cabinets, and for the bathroom cabinets - if different;
- 20 hinges for the living room cabinets, and for the bathroom cabinets - if different;
- 20 shelf brackets for the bathroom cabinets, and for the living room cabinets - if different;
- 5 pairs of complete drawer runners for the nightstands' drawers;
- 3 desk table-tops;
- 5 bookcase shelves;
- 30 slats for the slatted bed bases, including slat fixings;

### **Article 12 – Checking the conformity of goods delivered**

The conformity of delivered furniture and fittings to the specifications in the offer will be checked by the Contracting Authority through an especially appointed representative, in the presence of the Company or of a person appointed by it. To perform a full conformity inspection, the Contracting Authority reserves the right to make use of especially appointed external experts.

In order to ascertain the conformity of the delivered furnishings to the technical specifications in these Special Tender Specifications, or to those described in the Company's offer, the Contracting Authority may subject the goods to the following technical tests and inspections:

- inspection of wood materials, both for structure and finish, and of their structural characteristics and appearance;
- checking sizes;
- inspection of all structural elements of furniture and accessories;
- inspection of assembly and installation;
- inspection of fabrics.

In order to perform these inspections and any testing that may be necessary, the Contracting Authority may disassemble and take apart items or components that have already been assembled, so as to collect samples for direct testing, either at the supplier's plant (if suitably equipped) or at a specialized laboratory; in such an occurrence, should non-conformities be detected, the Company shall have no right to claim compensation or reimbursement. All charges accruing from such tests and inspections shall be borne by the Company, with no right to claim compensation. .

If the Contracting Authority — whose decisions are final and unquestionable — judges that the goods delivered are entirely or in part of a lower quality, displaying characteristics or in conditions that differ from those described in the Company's offer, the Company shall remove the goods at its own expense and replace them with goods of the quality and type specified in the offer.

The order to remove furniture and/or accessories that are not in conformity with these Special Tender Specifications shall not be deemed a suspension of the delivery deadlines, as described in Article 7 above. Therefore, should the operations required to remedy the detected non-compliance extend to beyond the deadline, the penalties envisaged for not meeting the deadline shall be applied.

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### **Article 13 – Obligations and costs to be borne by the Company**

The following obligations and costs shall be borne by the Company:

- for the entire duration of the supply of goods and services, the Company shall undertake actions and/or precautions such as are necessary in order to ensure the preservation and the integrity of the buildings in which the furnishings are installed;
- the Company shall restore, at its own expense and under its own supervision, any premises, objects, doors or windows, or any other item that may have been damaged or soiled during the implementation of the contract, as is ascertained by the final and unquestionable assessment of the Project Manager appointed by the Contracting Authority;
- the Company shall establish a jobsite equipped with all necessary installations, so as to ensure that all assembly work can be performed speedily and perfectly;
- the Company shall shoulder all liabilities connected to transport, delivery and installation of all components of the supply;
- the Company shall be liable for any theft or damage to products stored and/or installed, until such time as the delivery is complete and the Contracting Authority has certified conformity to specifications;
- the Company shall be entirely liable for the insurance coverage for all its staff involved in implementing the provision of goods and services disciplined by these Special Tender Specifications;
- the Company shall observe all provisions contained in existing legislation and agreements on the hiring of labour and injury prevention in the workplace, on involuntary unemployment, on disability and old age benefits, and all relevant provisions legally in force during the time of the implementation of this contract;
- in implementing the contract, the Company shall strictly observe all procedures and precautionary measures aimed at preventing damage to public and private property, and especially injuries and accidents to the workforce and to third parties, in strict observance of relevant legislation. In the case of injuries to persons or of damages incurred during the delivery and supply, or of damages directly caused by persons working for the Company, all and any liability shall be shouldered by the Company, and the Contracting Authority shall be relieved of all liabilities;
- the Company shall clean the premises daily, to remove any waste or residue materials from the installation process; and further undertakes to remove any and all packaging materials pertaining to the deliverables, so as to leave the facilities clean and ready for immediate use at the end of the installation process. The Company shall arrange for, and bear the costs of, the disposal of all packaging and residue materials in strict observance of existing legislation and the ordinances of the Municipal Police of the city of Florence.

The cost incurred by all the above-mentioned obligations and liabilities is understood to be included in the price that the Company has quoted in its bid for tender.

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### Article 14 – Penalties

Except for cases in which the law specifies otherwise, the Contracting Authority shall uphold compliance with the clauses agreed in these Tender Specifications by reserving the right to apply the following penalties, over and above reimbursement for any extraordinary expenses incurred by not being able to use the apartments:

1. should the Company fail to observe the deadline for delivery as stated in Article 7 above, for reasons that are not the responsibility of the Contracting Authority, a penalty of 2 ‰ (two per thousandths) shall be applied for each day of delay, over and above reimbursement for any other damage incurred by the Contracting Authority due to the failed delivery of the furniture.
2. should the Company fail to submit to the Contracting Authority its overall contract implementation calendar and plan, as described in Article 8 above, the Company shall be charged a penalty of € 3,000.00.
3. should the Company, after notification of a fault requiring repair or replacement under warranty, not intervene and/or repair and/or replace the component within 48 working hours from the request, a penalty of € 200.00 shall be applied for each day of delay.

The penalties above shall not apply to any postponement of deadline agreed between the Parties pursuant to an explicit request by the Contracting Authority, or as the result of documented causes of *force majeure*; but non-compliance with deadlines caused by delay in delivery by third party manufacturing companies shall not be exempt from penalties.

Application of penalties shall be preceded by a documented notification of non-compliance, to which the Company shall be entitled to respond with its counter-arguments within a maximum of 5 days from receipt of the Contracting Authority's notification.

Should the Company not put forth its counter-arguments, or should such arguments not be accepted, the Contracting Authority shall proceed with the application of penalties.

### Article 15 - Safety provisions

In order to guarantee safety in the workplace, the Company is obliged to comply strictly with all aspects of the law providing for the improvement of health and safety of workers, as envisaged in Italian Legislative Decree 81/2008 and subsequent amendments.

All activities relating to the implementation of this contract shall be performed in such an orderly manner, and including all precautions, as not to cause damage to property (floors, other furniture, doors and jambs, walls and paintwork, etc.) and so as to prevent any injury to working personnel. The Company is further obliged to implement all and any measures necessary to prevent any personal injury or property damage to third parties. It shall be the obligation of the Company to draw up a safety plan (*piano sostitutivo di sicurezza* - PSS) for all its workforce and in relation to any interference or overlap with other activities being carried out on the premises.

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The Company shall further provide any and all Individual Protection Devices (*Dispositivi di Protezione Individuali* - DPI) needed in order to ensure that all work can be performed in safety.

#### **Article 16 – Payment terms**

Payments shall be made via bank transfer within 60 (sixty) days from receipt of invoices, which must be accompanied by the conformity of delivery certificates issued by the Contracting Authority as detailed in Article 18 below. In the case of inaccurate invoices in form or substance, or in the case of a negative conformity assessment, payment terms shall be suspended; the Company shall be formally notified of any such payment suspension.

The Contracting Authority is exempt from Value Added Tax on services and goods purchased for its own activities for amounts higher than € 258,23 pursuant to Article 72, para 3, of D.P.R. 633 dated 26/10/1972 and subsequent amendments.

Penalties for non-compliance, as detailed in Article 15 above, or deductions for expenses incurred, shall be compensated for at the same time as payment of invoices.

#### **Article 17 – Conformity assessment**

Within thirty days from the conclusion of delivery and installation, in each individual apartment that is the object of this contract the Contracting Authority's Project Manager, in the presence of the Company's representative, shall check that the supply displays no faults or flaws in the installation, that no damage has been caused to the premises, and that the final cleaning operations have been concluded satisfactorily. If this assessment is positive, the Contracting Authority shall issue a conformity certificate which must then be attached to the Company's invoice. Alternatively, should the assessment not be positive, the Contracting Authority shall implement any provision necessary to remedy defects and irregularities in the supply.

#### **Article 18 – Signing of contract**

The Company awarded the tender is obliged, prior to signing the contract, to pay for all costs incurred in drawing up and finalizing the contract itself, within a deadline which shall be communicated to the Company by the Contracting Authority.

The Invitation to Tender, these Special Tender Specifications and all annexes, as well as the Offer submitted by the Company including all attached documentation, are all to be deemed integral parts of the contract.

#### **Article 19 – Declining the award of the contract**

Should the Company awarded the tender decline to accept the contract, it shall have no right to retrieve its bid bond. In such a case, the Contracting Authority shall lodge a claim for damages and protect its own interests by all legal means.

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## **Article 20 - Withdrawal from contract by the Contracting Authority**

In compliance with Article 1671 of the Italian Civil Code, the Contracting Authority may withdraw from the contract, even after service provision has begun, on condition that it refunds the Company for all expenses incurred and compensates it for all work done.

## **Article 21 – Termination of contract and automatic termination clause**

Should the Company be found in serious, or repeated, breach of its contractual obligations, the Contracting Authority shall have the right to rescind the contract, after sending an official registered letter with acknowledgement of receipt to the Company; contract termination shall carry with it all the consequences envisaged in the law, including the Contracting Authority's right to award the contract to third parties at the expense of the Company at default, over and above the application of all penalties already applied. In any case, the Contracting Authority shall not pay for any goods or services not delivered or not delivered according to contractual terms.

The parties agree that, over and above the general provisions of Article 1453 of the Italian Civil Code in cases of breach of contractual obligations, the following events also constitute fundamental breaches of contract and lead to contract termination, pursuant to Article 1456 of the Italian Civil Code:

- initiation of insolvency proceedings against the Company, or the lead Company in the case of an association of companies;
- winding-up or sale of the Company's activity, or of the activity of the lead Company in the case of an association of companies;
- delay in commencement of contract implementation, reasonably suggesting that the Company shall not be in a position to comply with the deadline stated in Article 7;
- fraud in implementation of the contract;
- failure to observe the prohibition to subcontract;
- proven breach of laws on accident prevention, safety in the workplace, and compulsory insurance for employees;

In any of the above-mentioned cases, the contract shall be deemed rescinded *de jure*, with immediate effect; the Contracting Authority shall send a notification to the Company by registered mail with acknowledgement of receipt, informing the Company ahead of time by fax of the content of the notification, in which the EUI shall declare that it wishes to terminate the contract based on the automatic termination clause.

Should the contract be terminated *de jure* due to breach of obligations by the Company, the Contracting Authority shall withhold, by way of a penalty, the entire performance bond, as well as undertaking any action necessary by way of compensation for damage incurred and any other action the Contracting Authority deems necessary in protection of its interest.

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## **Article 22 - Bid bond and performance bond**

As a guarantee of their bid, tender candidates must submit, together with their offers, a provisional bid bond for an amount equivalent to 2.5% of the presumed value of the tender, issued according to the specifications given in the Open Invitation to Tender. This deposit will be returned to the Company that is awarded the tender once the Company has submitted its definitive guarantee, a performance bond equivalent to 10 % of the value of the contract. Unsuccessful candidates will have their bid bonds returned within 30 days from the adjudication of the tender.

As a guarantee of full compliance with contractual obligations, the Company awarded the contract shall issue a guarantee or a performance bond equivalent to 10 % (ten per cent) of the presumed value of the contract, as a guarantee against the fact that the Company may not fully and exactly perform all obligations; the performance bond shall be valid until the final conformity certification is issued and must further contain the clause stating that, even after such a deadline, said performance bond shall cease to be valid only by virtue of a release letter by the Contracting Authority. Performance bonds shall be issued in as follows:

- a bank guarantee or insurance policy or a policy issued by financial brokers included in the special register provided for in Article 107 of Italian Legislative Decree 385/93 and subsequent amendments. This guarantee must remain valid throughout the duration of the contract, it must expressly provide for waiver of the right to enforce prior payment from the main debtor, and become operational within fifteen days upon a simple written request by the Contracting Authority.

The Contracting Authority, while reserving the right to claim further damage compensation, shall immediately revoke the tender award from the Company that fails to submit a guarantee or performance bond according to the terms described above. The Contracting Authority shall also take possession of the defaulting Company's bid bond.

## **Article 23 – Insurance policies**

In relation to all obligations deriving from acceptance of the Tender Specifications, the Company expressly releases the Contracting Authority from any and all liability in cases of injuries or damage that may be incurred by persons or property, belonging to the Contracting Authority, to the Company, to third parties, and having occurred in relation to activities performed in fulfilling contractual obligations.

To this end, the Company undertakes to enter into an agreement with a prime Insurance Company, to provide for RCT/RCO (liability towards third parties and workers) insurance policies, stating specifically that the Contracting Authority is to be considered to all intents and purposes a third party.

The RCT insurance policy shall include cover for:

- a) damages caused to the premises where the goods are delivered and installed;
- b) damages caused to the Contracting Authority's property and its neighbours in case of fire;

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The RCT (third party liability) insurance policy shall have a maximum concurrent coverage per claim, for damage to property and injuries to person(s), of at least € 3,000,000.00 (three million/00).

The Contracting Authority is further exempt from any liability for damage, injuries or any other negative event affecting the employees of the Company, during the implementation of the contract, including events that are the responsibility of the users of the service, since it is agreed between the parties that any damage compensation is already included or covered by the terms of the contract. To this end, the Company shall take out and maintain an RCO (liability towards workers) policy for maximum coverage of at least € 3,000,000.00/1,500,000.00 (three million/one million five hundred thousand).

Copies of the insurance policies shall be delivered to the Contracting Authority at least ten days prior to the signing of the contract.

#### **Article 24 - Subcontracting or transfer of the contract**

It is forbidden to subcontract the main provision of goods and services that is the object of these Special Tender Specifications. In the case of ancillary services to the main service, any subcontract must be declared in the tender bid and, in any case, must comply with existing legislation and be approved and authorized by the Contracting Authority. Subcontracting shall in no way modify the obligations and liabilities to be shouldered by the Company awarded the tender, which shall remain the sole respondent of all obligations and liabilities vis-à-vis the Contracting Authority.

Should this prohibition be violated, the contract shall be deemed terminated *de jure*, without prejudicing the right of the Contracting Authority to obtain compensation for any damage and expense incurred.

#### **Article 25 - Contractual expenses**

Official stamp duties and contract registration costs, as well as all tax duties, present and future, of any nature, shall be borne by the Company.

#### **Article 26 – Mediation**

Any disputes or controversies which may arise between the Company and the Contracting Authority, either in the tender award procedure or on the correct implementation of the contract, regarding the interpretation of contractual terms, that cannot be solved by direct agreement between the parties shall be submitted, within ten days from the Contracting Authority's notification of the tender award, to an *ad hoc* and jointly designated Mediator.

The Mediator's duties shall be to conduct an effective, impartial and competent mediation, regardless of his profession or title in the Member State concerned, and regardless of the manner in which he is appointed or invited to conduct the mediation. The Mediator shall issue a decision within 5 working days.

The Mediator shall abide by the European Code of Conduct for Mediators.

Should the Mediator's proposed settlement be considered unsatisfactory, the parties to the dispute may – within four weeks – activate the Arbitration procedure envisaged in the following Article.

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

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### **Article 27 – Arbitration**

To begin an arbitration procedure, each of the parties shall appoint an Arbitrator and the two persons thus designated shall appoint a third Arbitrator.

The Arbitration Body's decisions are taken by majority.

Costs of Arbitration shall be borne by the party that loses the case.

### **Article 28 – Processing of personal data**

Personal data shared by companies submitting bids for this tender shall be processed by the Contracting Authority in full compliance with the provisions envisaged in Italian Legislative Decree 163/2006, in a fair and lawful manner and exclusively for the purposes of these tender proceedings.

### **Article 29 – Legal framework**

For any aspect not disciplined, indicated and explained in these Tender Specifications, as far as rules governing the relations between the parties and the obligations and duties of each, shall be governed by the provisions in the Italian Civil Code and any other relevant and applicable law or regulation in force.

### **Article 30 – Project Manager in charge of the procedure**

The Project Manager in charge of the procedure is Dr. Claudio Barzini, in service within the European University Institute's Logistics Service.

The Project Manager shall be responsible for all relations and communications with the Company that is awarded the tender on any aspect concerning the implementation of the contract, and will supervise the strict observance of all contractual obligations, and will enforce any coercion measures or penalties that may need to be applied.

### **Article 31 – Final provisions and annexes**

These Special Tender Specifications include 31 Articles, covering 19 pages, and 3 Annexes, all of which are integral components of the Special Tender Specifications, which the Company approves and accepts by signing the document.

#### **Annexes:**

- Annexe D - General ground-plans
- Annexe E - Furnishing designs for each type of apartment
- Annexe F - Ground-plan of basement premises

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