



REAL ESTATE AND FACILITIES SERVICE

OP/EUI/REFS/2019/001

Special Tender Specifications for the provision of maintenance services and building works, civil and mechanical engineering, for the repair, restoration and maintenance of civil and industrial buildings and infrastructure annexed by the European University Institute.

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2019

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TITLE I

GENERAL INFORMATION ON THE CONTRACT

Article 1. Presentation of the European University Institute

The European University Institute (EUI) offers post-graduate and post-doctorate courses in the social sciences only. Founded by the [Convention](#) of 19/04/1972 (Law no. 920 of [23/12/1972](#) published in the *Official Journal* no. 19 of [23/01/1973](#)) ratified by the Member States of the European Community in order to provide advanced academic training for PhD researchers and to promote research at the highest levels. The Convention includes the "Protocol on the Privileges and Immunities".

The EUI Community has approximately 1,300 members. Researchers, teachers, and administrative staff are selected mainly from among citizens of the Member States, but not exclusively.

The registered office is at the Badia Fiesolana in Via dei Roccettini in San Domenico-Fiesole (FI).

For more information please visit the official website at www.eui.eu.

Article 2. Definitions

"Company" and "Contractor" shall mean the company entrusted with the service which is the subject of this contract, governed by this Annex I - Tender Specifications (TS); "Competitor" shall mean any company that makes a bid.

"Institute" and "Contracting Authority" shall mean the European University Institute (EUI) which entrusts to the company the service that is the subject of this Annex I – Tender Specifications (TS).

"Preventive maintenance" shall mean a maintenance policy that aims to carry out a maintenance operation of "overhaul", "replacement" or "repair", before the component shows the fault and with the intent to prevent the occurrence of the failure, extending the useful life of the component, plant or structure.

For "incidental maintenance", once also called "fault maintenance", shall mean a maintenance policy that involves a repair, replacement or overhaul, only when the fault has occurred. The maintenance action is therefore subject to waiting for the occurrence of the fault.

Article 3. Object of the contract

The Institute carries out its activities in many buildings of historical, artistic and landscape importance, some of which are state-owned assets and equipped with technologically advanced systems. The management and maintenance of these structures, their adaptation to and ever more sophisticated and specific business and legislative demands and the need to balance the requirements linked to the Institute's daily activities with respect for and enhancement of their historical, artistic and landscape value, require highly specialized knowledge and a constant presence to ensure continuous supervision, immediate interventions in case of need and the planning of works that perfectly satisfy the specific characteristics.

With these TS a procedure is launched which is divided into two (2) Lots for the conclusion of two (2) separate contracts:

- a **Service Contract** **OP/EUI/REFS/2019/001/LOT-A**, for the provision of preventive and incidental maintenance services (ordinary and extraordinary) of all the facilities and systems of the EUI

campus which can be summarized, not in an exhaustive way, and divided into the following macro categories:

- mechanical systems,
- electrical and special plants (including all installations and Health, Safety and Security protection),
- building works,
- painting,
- works in iron and wood,
- works of gardening and the maintenance of green agricultural and woodland areas,
- maintenance of internal driveways and parking areas.

The conclusion of the contract for the provision of maintenance services (LOT A) must ensure continuity of the Institute's activities and:

- maintain exclusive security and safeguarding of the buildings and systems;
- minimize repair times and the consequent inconvenience;
- lengthen the useful lifespan of the systems.

- A **Multiple Framework Contract in Cascade - OP/EUI/REFS/2019/001/LOT-B** for the realization of works, the provision of services and/or the provision of labour for specific interventions which may concern all the sectors involved in a building (such as the macro categories in the previous point).

The objectives of the contract for the building works and supply of manpower (Lot B), in addition to ensuring the continuity of the activities are to:

- increase the security of the buildings;
- improve the efficiency and effectiveness of the working environment;
- upgrade the buildings to comply with the regulations (mainly health, safety and security) in force.

Participation in the tendering procedure is separate for the two lots; for this reason, a specific application must be presented for full participation complete with the necessary documents and specific technical and economic offers for each lot. The lots may be awarded either jointly or separately.

Article 4. Contract Information

The objective of this tender procedure is to conclude:

- no. 1 (one) "Service Contract" for Lot A concluded with one operator.
- no. 1 (one) "multiple framework contract in cascade" for Lot B concluded with several operators, provided that a sufficient number of competitors has exceeded the minimum qualitative threshold expected. Should the number of competitors that exceed the minimum qualitative threshold be insufficient to conclude a multiple framework contract in cascade, the Institute reserves the right to proceed to the signing of a direct contract.

In the event that the tender is awarded, the contract shall be based on the Draft Contract (annexes I-LOT A and B).

Any comments and/or requests for clarification must be submitted, accompanied by a clear explanation and justification by the cut-off deadline shown in the "Letter of Invitation" - Article 9. Should the Institute not receive any request for clarification within this period, this will be considered as implicit assent to the contents of the draft contract.

The contract will be supplemented by these TS and related annexes, by the Letter of Invitation to tender for the specific lot and by the bid submitted during the tendering procedure by the Company together with all the attached documentation.

In the case of repeated non-compliance with the minimum requirements of the service, the Institute reserves the right to invoke the resolution clause of the contract (Articles 46 and 54).

Article 5. Duration of the contract

The contract covered by these technical specifications shall have a duration of twelve consecutive months starting from 01/07/2019 until 30/06/2020, renewable from year to year up to a maximum of 7 years for both lots.

If, on expiry of the natural term envisaged in the contract, the Contracting Authority had not yet awarded the service for the following period, the Company will be obliged to continue for a period of not more than 6 (six) months, under the same terms and conditions in force at the date of expiry

For the first 3 (three) months, the service contract will be considered conferred on a trial basis for Lot A, while for Lot B, the trial period will expire when 10% of the tender volume is reached in order to allow the Contracting Authority a thorough wide-ranging evaluation of the service offered. At the end of this period, where the Company, despite at least 2 warnings, has not given evidence of reliability and seriousness, the Contracting Authority may rescind the contract by means of a simple notice of 15 (fifteen) days to be communicated to the Company by registered letter with acknowledgement of receipt.

Article 6. Estimated value of the contract

The base bid price is fixed at:

- LOT A: € 1,000,000.00 (one million/00) excluding VAT, for the duration of the contract 1 (one) year.
- LOT B: € 1,000,000.00 (one million/00) excluding VAT, for the duration of the contract 1 (one) year.

The amounts referred to herein were determined by the Contracting Authority on the basis of a comparison between the costs incurred for the same activities in the years 2015 - 2016 - 2017 - 2018 and the cost of labour and materials as shown in the Price List for the execution of public works and maintenance of the Tuscany Region 2019 and annexes: (Completed Civil Engineering and Urbanization Works), (Completed Electrical and Mechanical Installations), (Unit Costs for Small-scale Civil Maintenance and Urbanization), (Unit Costs for Small-Scale Electrical and Mechanical Installation Maintenance),(Gardening and Internal Driveways), 2018 additions and related Technical Specifications

The contractual amounts include all the benefits envisaged by this contract, by the Letter of Invitation, by the bid submitted by the Company during the tendering procedure, if an improvement, and any other direct and indirect charge necessary for the regular completion of the service contracted out.

Increased bids on these amounts will not be admitted.

LOT B - The amounts are not binding for the Institute since they have been calculated based on presumed and unpredictable needs, identified on the basis of statistics relating to previous years and on planning for future needs, therefore susceptible to change during the period of validity of the contract. Should orders be issued for a total value equal to the base bid price before the natural termination of the contract, the Institute will launch a new invitation to tender.

Article 7. Reduction and/or increase in the service

LOTS A and B

The Contracting Authority expressly reserves the right to decrease/increase the service which is the subject of the contract, even if only temporarily, excluding/suspending/adding:

- one or more properties among those listed in Article 8 below or portions thereof,
- one or more services.

LOT A

In the event of purchasing a new system and/or property or the enlargement of one of the buildings listed in Article 8, the monthly fee shall be increased by an amount proportional to the surface acquired based on the formula described in Article 24.1.

In the event of decommissioning a system and/or an entire property, or a portion, or in the case of non-use, the monthly fee shall be reduced by an amount proportional to the surface disposed of based on the formula described in Article 24.2.

The buildings occupied by the Institute are of both private and public ownership. For this reason, during the period of validity of the contract resulting from this tender procedure, there may be an overlapping of contracts for the maintenance of specific areas and/or systems concluded directly by the owners with third parties companies. In these circumstances, the object of the maintenance service contracted by the Institute from the Company shall be decreased by exclusion of whatever has been outsourced to these third parties. In the event of expiry of these contracts, , the Institute reserves the right to include areas and/or systems previously deleted/excluded from the scope of the maintenance service contracted by the Institute from the Company with this invitation to tender.

To the mere purpose of the possible divestment from the contract of one or more macro categories according to what above detailed, the Table 7.I below shows the estimated values (before the discount offered by the Contractor) of the 7 macro categories making up the maintenance service referred to Lot A of this contract:

Table 7.I: Estimated values of macro categories (gross of the discount offered by the Contractor)

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No.	Macro category	Estimated gross value
1	Mechanical systems (water, sanitary, heating and air-conditioning)	€ 200,000
2	Electrical and special plants (including all installations and Health, Safety and Security protection)	€ 200,000
3	Building works	€ 100,000
4	Painting	€ 100,000
5	Works in iron and wood	€ 100,000
6	Works of gardening and the maintenance of green agricultural and woodland areas	€ 250,000
7	Maintenance of internal driveways and parking areas	€ 50,000
	Total	€ 1,000,000

By way of example, we show the case of the maintenance of green areas annexed to the buildings used by the European University Institute, the maintenance of which was contracted, through a specific tender issued by the Public Works Office, with a specific contract until June 2019. On expiry of the contract, should the Public Works Office not launch a new tendering procedure the maintenance of these areas will be added to the object of the maintenance service contracted by the Institute from the Company with this tendering procedure.

Therefore, as specified above, initially, the Institute will not order maintenance of the green areas from the Contractor until (Macro Category 6) this is covered by a contract signed by the Public Works Office.

LOT B - Assignments shall be allocated from time to time via specific order forms which precisely identify the area where the intervention is required, its type, and the date of completion of the work.

Article 8. Premises where the services will be carried out

The list below shows the current premises and residences of the European University Institute.

The Company shall undertake to guarantee the service covered by the contract also for any future sites that may be opened during the contractual period.

Institutional sites

- **Badia Fiesolana,**
Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)
- **Villa Sanfelice,**
Via dei Roccettini, 5 - 50014 San Domenico di Fiesole (FI)
- **Villa Paola,**

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Via dei Roccettini, 5 - 50014 San Domenico di Fiesole (FI)

- **Villa Pagliaiuola**

Via delle Palazzine, 17/19 - 50014 San Domenico di Fiesole (FI)

- **Villa Malafrasca**

Via Boccaccio, 151 - 50133 Firenze

- **Convent of San Domenico**

Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)

- **Complex of Villa la Fonte – Dependence – Limonaia - Serra**

Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)

- **Complex of Villa Schifanoia – Casale – Villino - Cappella**

Via Boccaccio, 115/121 - 50133 Firenze

- **Villa Raimondi**

Via Boccaccio, 111 - 50133 Firenze

- **Villa il Poggiolo**

Piazza Edison, 11 - 50133 Firenze

- **Villa Salviati – Basement (seat of the Historical Archives of the European Union)**

Via Bolognese, 156 – 50133 Firenze

- **Villa Salviati – Manica e Castello**

Via Bolognese, 156 – 50133 Firenze

University Residences

- **Appartamenti PDM**

Via Faentina, 94/b - 50014 Pian del Mugnone (FI)

- **Appartamenti PAB**

Via Faentina, 386 - 50133 Firenze (FI)

Additional Institutional site (January 2020)

- **Palazzo Buontalenti**

Via Cavour, 65, - 50129 Firenze

The Badia Fiesolana and the complexes of Villa Schifanoia, Villa Salviati, Villa il Poggiolo and PDM apartments are all buildings owned by the Italian State, made available to the European University Institute free of charge by virtue of a Convention

The PAB apartments are the property of the European University Institute.

All the other premises are the property of third parties, rented, held within a trust structure, in gratuitous loan for use, in possession, in usage, or any other concession, and are used by the European University Institute to conduct its affairs.

Annex II-G contains floor plans of the buildings. Table 8.I (below) lists the extensions in separate sqm for each building, including internal and external areas.

Table 8.I: Indicative size of EUI campus properties		
Property	Internal net surface area (m ²)	External net surface area (m ²)
Badia Fiesolana	9,969	37,757
Church - Badia Fiesolana	866	0
Villa San Felice	441	969
Villa Raimondi	551	2,779
Schifanoia Chapel	262	0
Schifanoia Lemon House	75	0
Villa Schifanoia	2,313	25,026
Casale Schifanoia	549	0
Schifanoia Bungalow	35	0
Villino Schifanoia	581	0
Villa Il Poggiolo	1,806	16,427
Annex - Villa Il Poggiolo	54	0
Tipography	200	0
Villa Malafrasca	631	1,295
Gym	72	416
Villa La Pagliaiuola	781	1,963
Villa la Fonte Lemon House	329	0
Annex Villa la Fonte	105	0
Villa la Fonte	2,210	13,096
Convent of San Domenico	1,354	210
Villa Salviati HAUE	1,799	0
Villa Salviati Wing	1,692	132,450
Villa Salviati Castle	3,567	0
PAB Apartments	3,803	26,434
PdM Apartments	987	856
Villa Paola	641	1,680
Total	35,673	261,358

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TITLE II

SPECIFIC CHARACTERISTICS OF THE SERVICE

LOT A - Preventive and incidental maintenance services

Article 9. Implementation of the service

Maintenance operations, whether preventive or incidental, must be carried out in accordance with the demands of the Institute's buildings and systems, as set out in Annex II-G. This service must be performed by the Company in full autonomy, providing at its own expense all the equipment, spare parts, consumables and otherwise (including diesel fuel for the operating tests of generators, glycol, chemical additives, and so forth), machinery, tools, labour, and everything needed to carry out the activities properly.

Annex II-H shows, merely by way of example and not of limitation (drawn up in October 2014 by the Cofely company under the previous maintenance contract) a technical examination of the fire protection, electrical, heating and safety systems of the majority of the buildings that make up the EUI campus. It should be understood that this technical examination was only partial since it completely ignored the fabric of the structures, fixtures and outdoor areas which are an integral part of this contract.

The Company shall be responsible for the management, care and maintenance of all the institute's premises, the related structures (i.e., works in iron and wood, fixtures, masonry, roofs, forecourts, car parks, gardens and green areas, and so forth) and all the systems present (e.g.: mechanical, electrical, lift, special, security, the passive part of the data transmission system, and so forth).

During the execution of the service, the Company shall take all necessary precautions for the requirements of safety and security of the Contracting Authority's property and its users, ensuring, in the case of damage caused by its own personnel or their activities, that it promptly notifies the Institute's representatives and carries out a rapid repair of the damaged property or, where this is impossible, offers financial compensation.

The Company shall be responsible for cleaning, washing, removal of waste and/or any painting related to the maintenance operations, whether preventive or incidental.

During the duration of the contract, the Contracting Authority reserves the right to make changes to the working hours. These changes shall not give rise to recognition of further compensation or reimbursement of any kind.

Should the Company fail to perform the service according to the expected timeframes and procedures, even partially, the Institute, with prior notification, may order the company ranked second to partially or totally carry out the service omitted, debiting the Company with the related costs and any damages resulting from its failure to carry out the service.

The preventive and/or incidental maintenance operations on the main components of the systems serving the buildings of the EUI campus such as boilers, burners, cooling units, lifts, generators, supervisory and control systems, uninterruptable power supplies and security systems must be carried out only by an authorized service centre from the parent company of the component/machinery/installation on which the tasks are being performed. The materials used must always be new, and of the same brand and technical specifications as those which are damaged or need to be replaced for any other reason.

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If the Contractor wishes to employ other firms and/or its own personnel to carry out required maintenance operations on the categories of components referred to above, according to what stated in Article 54, it must request permission in writing from the Contracting Authority.

With reference to the Headquarters Agreement between the EUI and the Italian Government Presidential (Decree no. 990 of 13/10/1976) and to the subsequent supplementary agreements, namely, the First Addendum to the Headquarters Agreement (Law no. 505 of 27/10/1988) Second Addendum to the Headquarters Agreement (Law no. 182 of 21/11/2014), Third Addendum to the Headquarters Agreement currently subject to parliamentary approval, some maintenance operations for problems encountered at State-owned buildings could be the responsibility of the Italian Government. To enable the daily activities of the Contracting Authority to continue uninterrupted, repairs (whether definitive or temporary following the indications of the Contracting Authority) to structures, systems and/or machinery must always be timely. Should the Contracting Authority authorize a repair of a temporary nature, this shall be done in anticipation of a definitive intervention by the Administration referred to above, in any case respecting the timeframes specified in Table 16.I at Article 16 (or other offers, if better, see Article 43).

Similarly, with reference to the contents of Art. 1576/1609 of the Italian Civil Code, some maintenance operations for problems encountered at the buildings owned by third parties may be the latter's responsibility. Also for these premises, in the case of faults and/or malfunctions, it will nonetheless be necessary to carry out repairs (whether definitive or temporary following the indications of the Contracting Authority) of structures, systems and/or machinery that are timely. Should the Contracting Authority authorize a repair of a temporary nature, this shall be done in compliance with the timeframes specified in Table 16.I, Article 16, while awaiting a definitive resolution of the problem on the part of the owner/s.

All of the above without an increase in costs for the Contracting Authority.

Moreover, the EUI takes out annual insurance policies with an "all-risk property" guarantee for all the campus buildings. Should a fault be covered by the guarantees of the policies referred to above (loss of a system, damage from lightning, and so forth), the EUI shall pay the Contractor a contribution for the total and definitive repair of the fault, of a maximum amount equal to the amount of compensation paid by the insurance company for the same fault. The above shall only follow the drafting and delivery by the Contractor of the necessary documentation for the EUI to send the request for compensation to the insurance company.

Article 10. Minimum organizational structure

In order to fulfil its contractual obligations in the best possible way, the Contractor must set up a technical structure dedicated exclusively to the contract with the following minimum requirements:

- A. **At least 5 (five) general maintenance technicians** for the various complexes of the campus for every working day of the EUI with minimum working hours from 8:00am to 5:00pm;
- B. **At least 5 (five) specialized maintenance technicians** (plumber, electrician/special systems technician, painter/builder, carpenter/joiner, gardener) with a logistics central in the PAB apartments for every EUI working day with minimum working hours from 8:00am to 5:00pm;
- C. **At least 2 (two) maintenance technicians out of the 10 above** (a plumber and an electrician/special systems technician obligatorily belonging to the team referred to at Points A and

B) available outside the times referred to in Points A and B 24/7, 365 days a year, with intervention times as specified in Article 16 below.

- D. further personnel of the Contractor or **necessary outsourcing contracts** to provide support and activities which the team referred to above will not be able to carry out due to workload or a demand for more specific skills (purely by way of example: preventive and incidental maintenance of BMS Sauter, Honeywell installations, and so forth, the preventive and incidental maintenance of approximately 26 hectares of gardens and parks, the checks provided for in the regulations on grounding systems or lift installations);

The résumés of the figures referred to in Points A and B, any other personnel of the Contractor and the outsourcing contracts referred to in point C will be the subject of a specific item in the technical offer of this invitation to tender and the information provided shall be considered binding for the Contractor for the entire duration of the contract. The members of the maintenance team shall not be replaced except in cases of *force majeure*, which must be approved by the Contracting Authority; the same applies to the companies assigned to carry out services via outsourcing contracts.

Before the beginning of the contract, the Contractor must designate from among the figures in Points A and B, or by assigning a further figure who nevertheless must be part of the maintenance team and therefore up to speed on the contract, a Maintenance Team Manager (MTM) who will be the main operational interface and a reference figure for the EUI Coordinator (EIC), this figure (MTM) must necessarily have A2 level knowledge of English.

In the start-up phase of the contract, the EUI will notify the Contractor of the exact location and (geographical) area of competence of each general maintenance technician. In the same way, the Institute will define the position and field of action of the specialized maintenance technicians referred to above. All the units referred to in Points A and B shall be autonomous and have all the training, experience and equipment necessary to perform their tasks.

The Contractor is expressly forbidden from using the personnel referred to in Points A and B for the supply of materials, consumables and otherwise, components and spare parts, or to dispose of waste or scrap. No figure referred to in Points A and B shall be removed from their place of work for any reason without the authorization of the EIC.

The structure described above must be able to carry out, according to the requirements detailed below, all incidental and scheduled maintenance operations on the EUI campus and those that are the object of this contract.

Article 11. Preventive maintenance

Preventive maintenance is an action policy which aims to anticipate the occurrence of episodic malfunctioning of structures, machinery and systems. It consists in constant and careful supervision with all the servicing operations, replacements and/or repairs required for their normal and efficient daily operation.

The Company shall be responsible, at its own expense, for all maintenance, trials and/or periodic tests required by Italian law for specific systems and/or equipment and/or structures and all replacements and repairs as may prove necessary to ensure that these comply with the requirements provided for by the laws

and regulations (e.g. checks on grounding, fire extinguishers, lift systems, sprinkler systems, power generators, and so forth).

In this respect, please note that it shall be the responsibility of the Contractor to constantly verify the correct operation of the emergency diesel generators supplying the Institute and all the related security systems, by arranging periodic tests on a monthly basis including monitoring of fuel levels, with relative topping up on the basis of need arising from the tests carried out. Diesel consumption resulting from emergency use shall be at the expense of the Institute.

In addition, it shall be the responsibility of the Contractor to periodically monitor the levels of all the septic tanks on the EUI campus (including those serving the kitchens and bars), plus the emptying, cleaning and sanitization of these.

The Contractor must equip itself with electronic cards for all the components that have a maintenance log regulated by specific legislation.

A brief and not exhaustive description of the machinery and equipment present at the current premises of the EUI campus can be found in Annex II-H of these TS.

The Company shall be responsible for the care and maintenance of outdoor areas such as car parks, forecourts and driveways in tarmac, architectural concrete, rammed earth, gravel, and so forth, as well as indoor plants, parks, gardens and green areas, and shall also see to the removal and disposal of the waste produced by such activities.

Obviously, the Company's tasks shall also include cleaning of the technical rooms and power plants at least every six months.

These interventions must always be carried out keeping disturbances to the Institute's activities to a minimum. Any interventions which cannot be reconciled with the Institute's normal activities must be scheduled and carried out after working hours or during public holidays without any increase in cost for the Institute (see Annex II-F).

Article 12. Proposal for a Preventive Maintenance Manual and Implementation Procedures

The Company shall explain in a specific "Proposal for a Preventive Maintenance Manual" (hopefully written following whatever the Contractor has witnessed during the required technical investigation and the contents of Annex II-H). This Proposal shall form part of the technical offer and contain the schedule and a detailed description of the tasks that the Contractor would need to carry out to ensure full efficiency and maximization of the useful lifespan of all the structures and systems of the EUI campus (e.g. installations and components, but also the fabric, doors, windows, driveways, forecourts, car parks, gardens and green areas). Although the duration of the contract referred to in this contract is of 1 (one) year, in view of the vastness of the campus and the existing technical practices, the "Proposal for a Preventive Maintenance Manual" should be subdivided to cover a period of 7 (seven) years and must obligatorily include all the systems and structures currently making up the EUI campus.

In addition, this specific part of the technical offer must lay down the procedures which the Contractor intends to use for all the preventive maintenance operations it will provide as described in the Proposal for a Preventive Maintenance Manual. This is to ensure that the number and type of preventive maintenance operations envisaged, combined in a statistical value (as shown below) and the incidental maintenance

tasks are compatible with the organizational structure proposed by the Contractor and that they respond to the timeframes for resolution/execution arising from these specifications.

Article 13. System for Managing and Reporting on Preventive maintenance operations

For several years, the EUI has used a system for the automatic management of tickets for incidental maintenance (for information purposes only, since 2017 the system in use has been Xperience by the Basis Group). When the contract is awarded, this tool will be extended to the management and reporting of preventive maintenance operations.

For this reason, the Contractor shall be responsible for carrying out, within 6 (six) months from the start of the contract and keeping it constantly updated, a technical investigation of the fabric, all its parts, and the components of the installations, taking care that every single item in this investigation is accompanied by:

- a) all its technical characteristics,
- b) all the information (and documentation) useful for its maintenance,
- c) all the relevant Italian regulations, where applicable,
- d) the scheduling, maximum delay in execution and the type (or types) of maintenance operations to be carried out according to the manufacturer or the technical specifications, wherever possible,
- e) the resources responsible for the operations (general maintenance technicians, specialized maintenance technicians, outsourcing company).

It is mandatory for the Contractor that, depending on the nature of the item investigated, the frequency and type of preventative maintenance envisaged shall be consistent with those described in the "Proposal for a Preventive Maintenance Manual". The Contractor shall be responsible for making any improvements during the initial contract phase and as a result of the technical investigation, provided that the preventive maintenance operations envisaged, combined in a statistical value (as shown below) and the incidental maintenance operations are compatible with the organizational structure and timeframes for the operations in these specifications.

To better clarify the above: the Contractor shall perform, at its own expense, all the activities necessary for the technical investigation of the components of the structures and systems throughout the EUI campus by prior agreement on the level of detail to be implemented in carrying them out. The result of this activity shall be subject to the approval of the Contracting Authority and, as a result of this approval, it shall be the Contractor's responsibility to enter this technical investigation in the Xperience system in use (already suitably programmed for the insertion of information) and keep it constantly up to date when replacing, adding or eliminating elements.

The Xperience system will automatically generate the tickets for the preventive maintenance operations which the Contractor must carry out during the duration of the contract. The software also produces a detailed monthly report on all the maintenance operations, highlighting:

- A. the activities planned and carried out or possibly not carried out;
- B. the compliance or non-compliance with the timeframes envisaged, and therefore the expected date of execution and maximum delay in execution;

- C. the reliability of the interventions (which will be evaluated based on any corrective maintenance operations performed on components on which preventive maintenance had already been carried out).

In this way, the Xperience system will provide real-time data regarding the percentage of activities carried out in accordance with the contract and their reliability.

Such information will be used to calculate the value of the Global Performance Coefficient (GPC) of the Contractor as detailed below in Article 19.

Article 14. Incidental maintenance

Incidental maintenance is a policy which provides for repair, replacement or overhaul only after a fault has occurred. This kind of maintenance therefore awaits the onset of a fault. As detailed in Article 13, for several years the EUI has been using a system for the automatic management of trouble tickets for incidental maintenance. This tool makes it possible to monitor generic information in real-time on the number of tickets that are open, being managed, or closed, on their type, location, and so forth.

By way of illustration and not limitation, some summary data are shown below on the number of trouble tickets handled by the Company currently in charge of incidental and preventive maintenance:

Table 14.II: Statistical data on incidental maintenance tickets			
Year	2016	2017	2018
Annual tickets	2698	3098	2819
Average daily tickets (out of approximately 233 days of the structures being open)	11.6	13.3	12.1

While not being able here to look at the activities arising from the preventive maintenance scheme, in view of the average number of daily tickets referred to in the above table, the minimum organizational structure detailed in Article 10 has proved sufficient to tackle the incidental and preventive maintenance workload and timeframes. It is the intention of the contracting authority to have a team of maintenance technicians on site to resolve incidental maintenance problems, carry out preventive maintenance, but also to execute **improving maintenance**, also known as *proactive maintenance*, which is a policy that envisages servicing interventions aimed at improving the value or performance of a system, or a part of it. The maintenance operation will therefore not be subject only to malfunctions but must come from improvement needs expressed both by the user and by the maintenance technician in order to keep the structures, driveways, forecourts, fixtures & fittings and green areas in the best possible condition.

Article 15. Classification of incidental maintenance operations

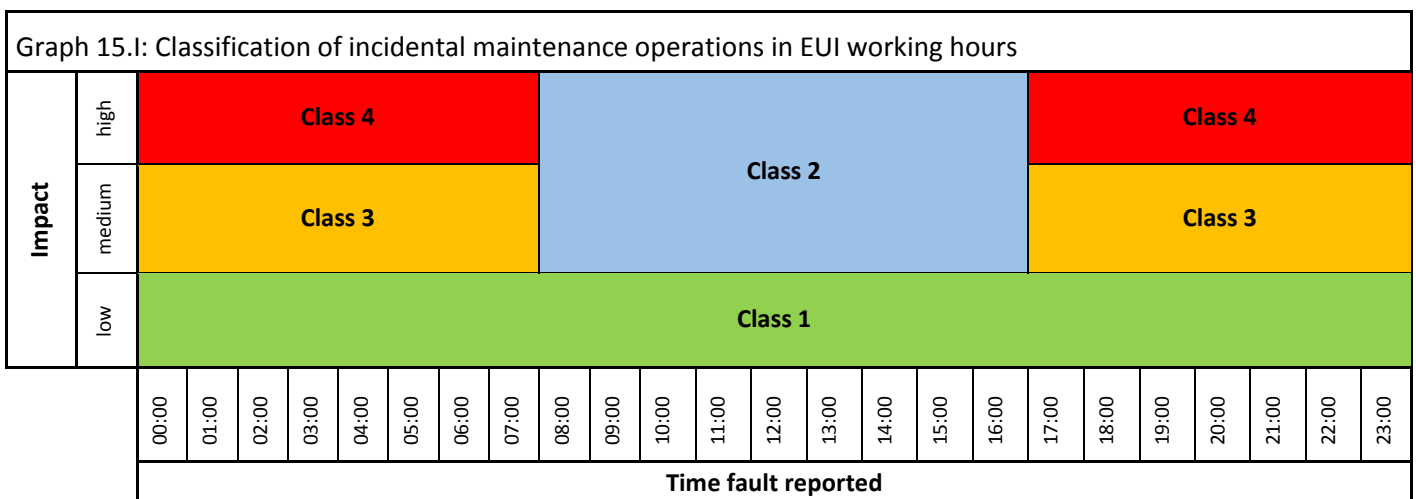
The extent of the impact of a possible fault and/or malfunction may differ according to the time when it shows up; for this reason, a first important classification is based on the time-slot, i.e., a distinction is made between events that occur during and outside working hours.

Disregarding the times when there will be general and specialized maintenance technicians on site (minimum working hours 8:00am - 5:00pm) for the purposes of classifying the faults we have considered the working hours of the EUI as being from 08:00am to 5:00pm from Monday to Friday; any episode that occurs on Saturday, Sunday or holidays and from Monday to Friday between 5:00pm and 08:00am, falls within the category outside working hours. By way of example, Annex II-F to these TS shows the official calendar of Institute holidays for the year 2019.

In order to properly manage incidental maintenance operations, it is fundamental to correctly classify them according to the impact they generate on the EUI's activities. For this reason, the following classes of intervention have been identified, listed below from "least urgent" to "most urgent":

- **Class 1** – AT ANY TIME: events with **low impact**: all faults and/or malfunctions which, regardless of when they occur, do not cause any impact on the activities of any EUI member, even if not repaired immediately.
- **Class 2** – WORKING HOURS: all events that occur from **8:00am - 5:00pm** on a working day and that generate an **impact** (of any degree) on the work of one or more EUI members.
- **Class 3** – OUTSIDE WORKING HOURS: events with **medium impact**: all faults and/or malfunctions that occur outside the 8:00am - 5:00pm daily working hours that affect less than fifty (50) users.
- **Class 4** – OUTSIDE WORKING HOURS: events with **high-impact**: all faults and/or malfunctions that occur outside the 8:00am - 5:00pm daily working hours which affect the network infrastructure and/or more than fifty (50) users.

Graphs 15.I and 15.II below show the classification of incidental maintenance operations based on when the fault was reported and its impact.



Graph 15.II: Classification of incidental maintenance operations on EUI non-working days

Impact	high	Class 4																							
	medium	Class 3																							
	low	Class 1																							
	Midnig	01:00a	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	Noon	1:00p	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	
	Time fault reported																								

It is taken for granted that all interventions must be managed in a way that restores the operation of the systems while avoiding disrupting the Institute's activities.

Article 16. Timeframes of incidental maintenance operations

To this end the intervention timeframes become important. It is possible to identify four principal times for intervention, each of which indicates the maximum waiting period accepted by the Institute, calculated from the moment when the on-site technicians receive the first report of the fault:

- **Time for intervention (T1):** maximum period elapsed between the report and the arrival of the technician at the site of the event, expressed in minutes.
- **Time for adjustment and minimizing the negative impact of the fault (T2):** maximum period elapsed between the report and the adjustment and minimization of the negative impact of the fault, expressed in minutes.
- **Time for temporary repair (T3):** maximum period elapsed between the report and a temporary repair (also carried out using additional equipment and/or replacements provided by the Company), expressed in hours and/or days.
- **Time for final repair (T4):** maximum period elapsed between the report and definitive repair carried out using new and original spare parts, understood as an optimal restoration of the original functionality of the system and/or machinery, overlooking the normal loss of efficiency when the system is operating in good repair, expressed in days.

Where "report" is taken to mean the forwarding by the EIC of the request/trouble ticket to one of the general or specialized maintenance technicians (including the MTM).

In view of the type of service required, the timeframes indicated are to be construed within 24 hours and not within the working day and are to be considered as starting from the reporting of the fault to the Contractor's personnel in the ways laid down by the contract.

Table 16.I: Operation timeframes				
TIME	CLASS 1 - AT ANY TIME LOW IMPACT EVENTS	CLASS 2 - WORKING HOURS EVENTS WITH ANY IMPACT	CLASS 3 - OUTSIDE WORKING HOURS MEDIUM IMPACT EVENTS	CLASS 4 - OUTSIDE WORKING HOURS HIGH IMPACT EVENTS
T1	T11= 240 MINUTES STARTING FROM 08:00AM ON THE FOLLOWING WORKING DAY.	T12= 45 MINUTES	T13= 30 MINUTES	T14= 30 MINUTES
T2	T21= 480 MINUTES STARTING FROM 08:00AM ON THE FOLLOWING WORKING DAY.	T22= 120 MINUTES	T23= 240 MINUTES	T24= 120 MINUTES
T3	T31= 2 DAYS STARTING FROM 08:00AM ON THE FOLLOWING WORKING DAY.	T32= 4 HOURS	T33= 8 HOURS	T34= 4 HOURS
T4	T41= 15 DAYS STARTING FROM 08:00AM ON THE FOLLOWING WORKING DAY.	T42= 15 DAYS	T43= 15 DAYS	T44= 15 DAYS

As regards the T4 timeframe, this may exceptionally be extended upon a proposal from the MTM and at the sole discretion of the EIC where it proves difficult to source the parts required for the definitive repair of a particular fault.

It should be noted that the T12 timeframe is longer than T13 and T14, and this is because outside the working hours the offices will certainly be less busy and the EUI technical staff may not be present on site. Therefore, in this situation, it is important that a technician of the Contractor can intervene promptly in order to assess the magnitude and impact of the fault and organize repairs.

Should the **T1** and/or **T2** timeframes of the "outside working hours" class overlap with those of the "working hours" class, the times to be respected are equal to the smaller value resulting from a correlation between those envisaged for the "working hours" class and the result of the following formula:

Value "outside working hours" - (8:00am - time fault reported)

For example: at 7:30am the Contractor's technicians on call receive a report of an event identifiable as "Class 3 - medium impact"; at 8:00am the "working hours" begin. As reported in Table 16.I, for "Class 3 - Medium Impact" an intervention must take place within **T13= 30 minutes** from the report and be repaired within 240 minutes, i.e. 4 hours. In our example, the repair must be completed by 11:30am during the working day. It is therefore necessary to recalculate **T2** to minimize interference with the Institute's daily activities. From Table 16.I it can be seen that, in the case of an event that occurs during working hours, **T22**

is equal to 120 minutes, i.e. 2 hours. By applying the above formula, **T2** is recalculated for a "Class 3 - Medium Impact" event: $4 - (8 - 7:30) = 1\ 3:30$ I. According to the formula, the repair should be completed within three hours and thirty minutes (3:30) from the report. From a comparison between this result and the **T2** provided for "Class 1 - working hours" events we have $3:30 > 2$, so that the timing defined by Table 16.I above will apply, and the repair must be completed by 9:30am.

The Company may decide to provide intervention timeframes that are an improvement on those listed in Table 16.I. Each improvement to the service offered must be sustainable by the proposed structure and will be carefully evaluated by the Institute. In the event that the contract is awarded, the improvements offered will become binding on the Company.

Article 17. Example of an incidental maintenance ticket procedure

Below is a short outline of the operating procedure which the Contractor must follow to carry out incidental maintenance.

During working hours from Monday to Friday, from 8:00am to 5:00pm (lunch breaks should be staggered to guarantee non-stop service), on the opening of a ticket (via a platform, e-mail or mobile app all linked to the Xperience system) by a user or the EIC, the resolution procedure will be as follows:

- 1) The ticket is managed, if possible categorized, and clarified from the 1st level of resolution, transferred to the telephone helpline provided by those running the Xperience system helpdesk.
- 2) If a solution to the problem cannot be found through this first level, the operator helpdesk will forward the ticket to the EIC who will assign it to the general maintenance technician competent for the geographical location of this particular ticket (or to another maintenance technician depending on the workload resulting from the backlogs of tickets not yet resolved by each resource).
- 3) Should the EIC consider the nature, location or severity of the problem reported by the ticket to be such that it cannot be resolved by one or more general maintenance technicians, he or she shall have the right to submit the ticket directly to one or more specialized maintenance technicians.
- 4) If the general maintenance technician realizes that the resolution of the problem reported by the ticket does not fall within his/her remit due to the complexity or duration of the intervention, the ticket can be forwarded to the specialized maintenance technician responsible for the sector, ensuring that the fault has been rectified first, however.
- 5) Should the type or extent of the fault at the origin of the ticket not lie within the scope of the maintenance team on site, the MTM shall promptly request the intervention of specialized technicians in order to resolve the fault according to the contractual timeframes and minimize its impact on the EUI's activities.

Calculation of the timeframes referred to in Article 16 shall begin from the time of the ticket being submitted (via Xperience) to one of the Contractor's maintenance technicians. Any intervention carried out on the ticket will be registered by the Xperience system. The start of the operations to resolve a fault and the consequent actions for a given ticket may be conditioned by the presence or otherwise of a maintenance technician on the spot where the fault or malfunction was reported (a presence to be verified

using geolocation, recognition of an NFC tag or barcode/QR Code), as may other actions related to the registering of the T1, T2, T3 and T4 timeframes for the fault or malfunction which generated the ticket.

For the above reasons, the Contractor must provide every maintenance technician with a Smartphone with the following features:

- 1) operating system (minimum): Apple iOS 10 or Android 4.4
- 2) hardware functions of the device: GPS, rear camera (with auto-focus), NFC reader, Bluetooth, 4G connectivity/Wi-Fi.

The incidental maintenance procedure based on tickets as described above may be modified during the duration of the contract at the request of the Contractor or on instructions from the EUI, but in every case at the discretion of the latter.

In view of the contents of the previous paragraphs, it is vital to classify faults and malfunctions since this is what will determine the maximum acceptable timeframe for the intervention.

During the EUI working days, from 8:30am to 5:30pm, the EIC will directly classify maintenance tickets via the Xperience system helpdesk and forward them to the maintenance technician/s who are competent in terms of location or the type of fault (taking for granted that in classifying a ticket "working hours" shall mean 8:00am - 5:00pm on EUI weekdays).

Outside the working hours referred to above, any emergencies should be reported by one or more users directly (via phone and/or in person) to the security staff on site 24/7 in the EUI control room. The security staff will then contact the EUI technician on call and will assess the extent of the fault, if possible intervening on the spot and, if necessary, contacting in turn the Contractor's representative to request an intervention, assigning a classification (and relevant timeframe) the fault found, and registering the opening of the Call via the Xperience system. In the same way, using the Xperience system, the technician/s on call will be able to confirm the arrival on site, any adjustment, and the temporary or definitive resolution of the problem.

Article 18. Example of preventive maintenance ticket procedure

The Xperience system will automatically generate tickets for preventive maintenance operations which the Contractor must carry out for the entire duration of the contract. Each ticket will be categorized differently from the ticket for incidental maintenance and will be automatically assigned directly to the resource indicated by the Contractor when uploading the technical investigation to the platform.

Compliance with the terms of this agreement as regards the timeframes for carrying out preventive maintenance will be assessed only in relation to the closure of the preventive maintenance ticket (PMT) (with respect to the date of its generation by the Xperience system) which obviously must be less than or equal to the maximum delay in implementation as per Point (d) of Article 13.

Another element evaluated will be the reliability of the interventions (based on any corrective maintenance operations performed on components on which preventive maintenance had already been carried out). In view of the vast variety of cases that might arise, this aspect will not be automated but evaluated by the EIC.

Article 19. Global Performance Coefficient

As already indicated in the previous paragraphs, all incidental or scheduled maintenance will be managed using a software platform which for the moment is Xperience, although this may change during the execution of the contract.

Ticket flows, procedures to confirm the actions of maintenance technicians, verification of the precision and reliability of the data will be formulated by the Contracting Authority in order to have a reliable and transparent tool to manage the maintenance of the structures and installations on the EUI campus.

The software tool will also be entrusted with calculating the Global Performance Coefficient (GPC) of the Contractor. This GPC will have a value between 50% and 100% depending on the Contracting Authority's respect of the requirements concerning the timeframes and reliability of the actions detailed in these TS or in the Contractor's offer (if an improvement).

As regards incidental maintenance, the GPC will obviously be influenced by respect for the deadlines laid down by Table 16.I: Operation timeframes referred to in Article 16.

Instead, as regards preventive maintenance, the GPC will be influenced by respect for the various individual PMT timeframes generated automatically by the system for all the scheduled preventive maintenance operations.

At the beginning of each month, the GPC will be reset to its initial value of 100%. Every single failure to respect the T1, T2, T3, T4 and PMT timeframes will lead to a reduction of 0.05% in the value of the GPC, to an extension, with a value equal to the time not respected, of the deadline for the proposed action, and the deferral of all subsequent contractual timeframes, equal to the time of the extension.

Where there are obvious technical limitations (which may not be limitations of the Contractor's corporate structure) which might prevent respect for the contractual timeframes, the Contractor may immediately submit justified requests through the MTM to the EIC in order to suspend the registering of contractual timeframes for a given fault.

At month's end, the Xperience platform will provide the GPC value for that contractual month.

For example, supposing that following a Class 4 incidental maintenance ticket (i.e. outside working hours), the EUI representative notifies the Contractor's on-call plumber by phone, at 3:35am on a weekday, of a leak in a system which requires a prompt intervention.

Said plumber must:

- intervene by 4:05am (T14= 30 minutes);
- adjust and minimize the impact of the fault by 5:35am (T24= 2 hours);
- arrange for a temporary repair by 7:35am (T34= 4 hours);
- guarantee a final repair within 15 days or ask the EIC to extend T4 (T44= 15 days), with a valid proven excuse.

Failure to comply with each of the terms above shall lead to a reduction of 0.05% in the GPC and an extension with a value equal to the duration of the timeframe not respected, of the deadline for the execution of the intended action, the expiry of the time not respected, and all subsequent ones.

Supposing that in the above example the Contractor's on-call plumber fails to take action by 4:05am (T14= 30 minutes), this delay shall entail:

1. the prolongation of time T14 by a further 30 minutes (i.e. the technician must intervene by 4:35am);
2. a lowering by 0.05% of the monthly GPC;
3. the deferral, equal to the time of the extension referred to in Point 1, of all the subsequent contractual timeframes and therefore a need to adjust and minimize the impact of the fault by 6:05am (T24= 2 hours), to arrange for a temporary repair by 8:05am (T34= 4 hours), to arrange for a definitive repair within 15 days or to ask the EIC to extend T4 (T44= 15 days) with a valid proven excuse.

As a result of the failure to comply with the new timeframe for the intervention, this will entail the penalty described in paragraphs 1, 2 and 3.

The monthly GPC may not in any case drop below 50%.

The Xperience platform will allow access to all relevant information and data both for the representatives and managers of the Contracting Authority and the Contractor's personnel, at any time and from any device connected to the internet. This will enable:

- verification of the programme of preventive maintenance work;
- verification of incidental maintenance operations carried out;
- consultation of reports and results regarding maintenance operations, trials, and/or tests;
- control of the evolution of reliability indices of the installations;
- intervention statistics by type.

The Company must, in any event, provide evidence of the correct operation of installations and equipment in the way it considers most suitable.

Article 20. Further details

Merely to clarify the above: the cases below all form part of preventive or incidental maintenance, will generate tickets, and therefore must be carried out at the Contractor's expense:

- A. readings of the consumption given by the meters of all the appliances installed at the Institute's premises, including individual meters installed at the Historical Archives of the European Union and those to register the consumption of the kitchens, bar and self-service canteens at the various sites of the Institute, and the keeping of electronic registers (visible to the Contractor's managers) to record them on, taking care to update them in the first 3 (three) days of each month;
- B. replacement of faulty locks or duplication of lost keys (including the supply of such locks and copies of keys);
- C. fixing to walls of paintings, clothes hangers, shelves, brackets, etc. in offices and communal spaces (including supply of fixing systems);

- D. assistance by the Contractor's maintenance technicians, to be provided also outside working hours, for approximately 7 annual events including: Conferring Ceremony, End of Year Ball, 2 (two) Board Meetings, 2 (two) Budget Committee Meetings, Christmas Party;
- E. the management, handling and maintenance of all remote controls for heating and air conditioning (electric heaters and portable air conditioners) which may be used to compensate for failures of heating and cooling systems and the lack of these in some areas of the campus.

Repairs must be carried out using new materials, of the same brand and technical specifications as those which are damaged.

The Company must also ensure timely maintenance in the event of emergencies due to exceptional events (e.g. flooding, infiltrations of water, fires, and so forth).

The EUI is a centre for teaching, research and training which features a decentralized administrative structure and which manages, in addition to several internal projects, various activities financed externally by public and private partners.

In this context:

- The Contractor follows the analytical invoicing procedures required by the Institute, issuing upon request, specific invoices for each cost centre/activity mentioned.
- Without prejudice to the provisions of Articles 9, 21 and 22 of this TS, at the request of the Contracting Authority, the Contractor shall provide detailed summary reports of expenditure it has incurred for the completion of any ordinary and extraordinary maintenance operations (wherever possible in advance, without this requiring approval by the EUI and/or resulting in a delay in executing the activities set out in Article 16, and in any case within 5 days from the completion of the activities)¹.

Article 21. Bidding for preventive and incidental maintenance

The maximum amount that the Institute will pay for preventive and incidental maintenance operations will be determined thus:

Actual cost of maintenance (Articles 6 and 7 in line with any reduction in the service) x discount rate offered by the Company = maximum amount payable to the Company.

In proposing a percentage discount, the Company must bear in mind that the resulting amount must cover all the preventive and incidental maintenance in any setting.

Article 22. The real value of the maintenance fee (Lot A)

On a monthly basis, the maximum amount payable to the Company for the execution of maintenance (see Article 21) will be multiplied by the value achieved by the GPC of that month.

1. According to the contents of Article 9 of these TS, for the sake of clarity, it should be noted that this arrangement will allow the Contracting Authority to obtain reimbursement of those costs from accountable third parties. Since the lack of a report may generate costs for the Contracting Authority this is included among the sanctions listed in Article 46.

For example, let us suppose that during the tendering procedure the Contractor has proposed a 10% discount on the presumed amount of the Contract. This will lead to an annual maintenance fee of € 900,000. As defined above, the amount of the monthly fee for maintenance (€75,000/month) must be multiplied by the GPC of that same month achieved by the Contractor (see Article 19 of this TS). Supposing that for the month of June 2019 the GPC were 99.75 %, this would result in a fee for the same month for maintenance as per Lot A of the present contract equal to € 74,812.50.

The indexing of the monthly fee as a function of the relative GPC is in no way to be considered a penalty or sanction, but merely a characteristic of the service.

Following communication of the GPC in the reference month, the Contractor shall send an invoice for an amount equal to the monthly fee for maintenance services multiplied by the corresponding GPC and shall have no further claim as regards the services referred to in LOT A of this TS.

Article 23. Addition and/or disposal of buildings, systems and/or components subject to preventive and incidental maintenance

During the period of validity of the contract, it may be necessary to decrease and/or increase the object of maintenance operations for reasons of acquisition and/or disposal of buildings, portions of them, installations and/or systems. It will therefore be necessary to calculate the resulting variations in the maintenance fee.

In order to carry out the above, the parameters **C1**, **C2** and **K** will be used.

The parameters **C1** and **C2** indicate the annual cost for maintenance expressed per square metre (m²). These must be applied to calculate variations in the case of acquisition and/or disposal of buildings and/or portions of them, including all installations and/or systems with which they are provided. Parameter **C1** is to be applied in the calculation of variations for the maintenance of indoor areas (offices, communal spaces, technical rooms, etc.); parameter **C2** serves to definition variations for the maintenance of outdoor areas (forecourts, car parks, loggias, gardens, sports facilities, etc.).

Given the magnitude of the EUI campus (see Table 8.I) the coefficient **C1** will be equal to the annual value offered by the Contractor divided by **48,740** (i.e. the approximate number of equivalent square metres covered by the EUI campus).

While the value **C2** will be equal to **5 %** of **C1**.

The parameter **K** used in the event of acquisition and/or disposal of individual systems and/or installations in a structure which is already the object of the contract (obviously done outside the installer's warranty period) is fixed at **6.5%**. This is to be applied to the value reported in the purchase invoice, net of VAT, sundry taxes, and installation costs.

For specific cases in which the invoice makes no distinction between the purchase price and the labour cost, or the installations and/or systems are so dated that it is not possible to determine the original purchase price, the value can be deduced:

- by using the 2019 Price List for the execution of public works and maintenance of the Tuscany Region and its annexes (<http://prezzariollpp.regione.toscana.it/#2019/2>);

- by referring to the tables of ANCE (Italian National Construction Association) for cases in which it is not possible to apply other criteria.

Article 24. Adding/disposing of property, systems and/or components subject to preventive and incidental maintenance

In the case of new buildings (or portions thereof), systems and/or components, the value of the variation for preventive and incidental maintenance will be determined by multiplying the specific coefficients obtained from the Company's offer (see Annex II CA LOTS A and B) at the value of the property to be serviced by applying the following formula:

24.1.A - ACQUISITION OF BUILDINGS AND/OR PORTIONS THEREOF

$$(\text{m}^2 \text{ of indoor areas} \times C1) + (\text{m}^2 \text{ of outdoor areas} \times C2) = \text{annual increase for maintenance}$$

24.1.B - ACQUISITION OF NEW SYSTEMS AND/OR INSTALLATIONS

$$\text{Purchase value} \times K = \text{annual increase for maintenance}$$

Disposal of buildings, systems and/or components subject to preventive and incidental maintenance

In the case of a restriction in the maintenance service for certain buildings and parts of buildings, systems and/or components, the value of the maintenance for each single asset shall be subtracted from the total value of the annual preventive and incidental maintenance, and the economic revaluation corrected (ISTAT index).

24.2.A - DECOMMISSIONING OF BUILDINGS AND/OR PORTIONS THEREOF

$$(\text{sqm of indoor areas} \times C1) + (\text{sqm of outdoor areas} \times C2) = \text{annual decrease for maintenance}$$

24.2.B - DECOMMISSIONING OF NEW SYSTEMS AND/OR INSTALLATIONS

$$(\text{Purchase value} \times K) \times (1 + \% \text{ economic revaluation}) = \text{annual decrease for maintenance}$$

Article 25. Products used

Only suitable products shall be used for preventive and incidental maintenance operations, prepared, employed, and disposed of in accordance with current regulations and the manufacturers' specifications. The technical and safety data and specifications of use for all the products and materials which the Company intends to use in executing the service must be made available. A key aspect is the organization of the storeroom for the execution of the operations covered by these TS.

Any other products not on the list provided must be authorized in advance by the Institute. In addition, no product should be used which lacks the necessary information and wording. In this respect, all materials/products stored on the premises of the Institute in bags, bottles and/or cans, must INDIVIDUALLY bear the details needed to identify the particular product.

It is only permitted to store products in an amount reasonably necessary to ensure continuity of the services covered by this TS. The Company shall be liable for the safekeeping of the products used, therefore the Contracting Authority shall not be held responsible in the event of theft. It is also severely forbidden to use spray products with propellants based on chlorofluorocarbons (CFC).

The Contracting Authority may prohibit the use of certain materials, pesticides, solvents, and anything else it deems unsuitable. In this case, if during the duration of the contract the Institute requests the replacement of one or more products for any reason, the Company undertakes to replace them promptly and to submit new datasheets without any additional cost for the Institute.

Article 26. Full-time on-site personnel

As already briefly indicated in Article 10, the Company must arrange for the presence of 10 (ten) employees based at various sites to be designated by the Institute:

at least 5 (five) general maintenance technicians on site for the various complexes of the campus for every working day of the EUI with minimum working hours from 8:00am to 5:00pm;

at least 5 (five) specialized maintenance technicians (plumber, electrician/special systems technician, painter/builder, carpenter/joiner, gardener) with a logistics central in the PAB apartments for every EUI working day with minimum working hours from 8:00am to 5:00pm.

The working hours shall be from 8am to 5:00pm (lunch breaks of 60 minutes maximum must be staggered in order to ensure a non-stop service), 8 hours a day, 5 days a week for all the days of the EUI calendar, including those that differ from the Italian calendar (for an example of the 2019 holiday calendar See Annex II-F). The Institute reserves the right to modify the working hours in the event of need without this entailing increased costs.

The on-site team shall be at the sole disposal of the Institute for any preventive maintenance activities as well as unplanned and emergency interventions in any area of the Institute's premises.

The full-time on-site employees shall be responsible for the management and resolution of faults reported by the users of the Institute by means of an electronic "trouble ticket" system (Xperience) already in use at the Institute (see Article 14).

So that it can become familiar with the structures and installations whose maintenance it will be responsible for, the Institute shall organize work shadowing of thirty (30) working days when it begins executing the contract.

The on-site personnel must be able to use the electronic devices (smartphones, tablets, PCs and related apps or software) necessary to accomplish the tasks covered by this contract.

It is essential that the on-site personnel have driving licences which are valid in Italy and that they have access to suitable vehicles to travel independently at any moment to the other Institute sites.

This personnel must be available and contactable by phone at any time during the working hours and therefore the Company must provide them with the necessary communication tools at its own expense. At least 2 (two) employees (compulsorily part of the full-time on-site team) must be available 24/7, also outside working hours. The total annual hours for the full-time on-site employees shall not be less than 18,640 (eighteen thousand six hundred and forty) hours, none excepted.

The persons designated by the Company must act professionally, be competent, have a good approach towards interpersonal relationships with colleagues and users, and a good capacity to understand and carry out the tasks assigned by the Institute's personnel dealing with the contract. They shall be obliged to maintain secrecy regarding any information and/or situation they may become aware of during their work.

It is forbidden to divulge to subjects other than representatives and managers of the Institute (Articles 58 and 59 of these TS) information relating to the operations carried out, any problems encountered, and the possible resolutions. In the event of leakage of information or a direct communication with an end-user, the Institute reserves the right to impose a specific penalty (Article 46).

During the execution of the tasks assigned and the stay inside the Institute's premises, personnel must not smoke and must also limit the use of their mobile phone exclusively to work needs.

Personnel must come to work wearing a presentable uniform suitable for the activities to be carried out, and accompanied each time by the necessary Personal Protective Equipment (PPE). It is compulsory to wear and show the company ID card featuring the employee's photograph and name.

The Company must ensure the replacement of workers (with personnel of equal qualifications, experience and knowledge of the EUI structure) during periods of scheduled absence (holidays, leave, etc.) and in cases of unexpected illness or non-appearance. A specific section of the technical offer shall cover the method used by the Company to ensure continuity of service with the highest quality and professionalism possible.

In cases of obvious incompetence, inexperience, or conduct detrimental to the interests of the Institute, the latter has the right to ask for immediate replacement for clear inappropriateness, any grounds for complaint, and/or inappropriate behaviour of the resources involved. Replacement must take place no later than 5 (five) days from receipt of the formal request.

Article 27. Minimum requirements for on-site personnel

The Company must provide at least 5 (five) general maintenance technicians with:

- a qualification as "skilled worker" with at least 5 (five) years' previous specific experience in the analysis and resolution of the most common problems related to the operation of electrical systems and equipment (lights, motors and special systems) and mechanical systems (plumbing, air-conditioning and heating), small-scale repairs of windows and doors, blinds, mosquito nets, shutters, building maintenance (restoration of masonry and painting) and in minor gardening work;
- a valid Type B driving licence;
- Certificate of basic PC knowledge in Microsoft Office.

The figures referred to above will be stationed at various locations of the campus and shall operate as described in Article 17 - "Example of an incidental maintenance ticket procedure".

In addition to the above described, the Company must provide **at least 5 (five) specialized maintenance technicians** (plumber, electrician/special systems technician, painter/builder, carpenter/joiner, gardener):

One (1) maintenance technician specializing in electrical/special installations with:

- a qualification as "skilled worker" and at least ten (10) years' previous specific experience in domestic electrical systems and special installations such as CCTV, access control, fire detection, intrusion, BMS monitoring and control systems;

- a valid Type B driving licence;
- Certificate of basic PC knowledge in Microsoft Office.

One (1) maintenance technician specializing in plumbing/mechanical systems with:

- a qualification as "skilled worker" and at least ten (10) years' previous specific experience in plants for heating, air-conditioning, civil and industrial plumbing, BMS monitoring and control systems;
- a valid Type B driving licence;
- Certificate of basic PC knowledge in Microsoft Office.

One (1) maintenance technician specializing in painting/building work with:

- a qualification as "skilled worker" and at least ten (10) years' previous specific experience in restoring masonry, flooring and plasterwork as well as painting, preferably in historical buildings;
- a valid Type B driving licence;
- Certificate of basic PC knowledge in Microsoft Office.

One (1) maintenance technician specializing in carpentry/joinery with:

- a qualification as "skilled worker" and at least ten (10) years' previous specific experience in maintenance of doors, windows, shutters (fixtures in general) and woodworking, preferably in historical buildings;
- a valid Type B driving licence;
- Certificate of basic PC knowledge in Microsoft Office.

One (1) maintenance technician specializing in gardening with:

- a qualification as "skilled worker" and at least ten (10) years' previous specific experience in the care and maintenance of parks, gardens, and irrigation systems, preferably in historical parks;
- a valid Type B driving licence;
- Certificate of basic PC knowledge in Microsoft Office.

Please remember that before the beginning of the contract the Contractor must designate from among the figures referred to above or by assigning a further figure (without this constituting a cost increase for the Contracting Authority) who nevertheless must be part of the maintenance team and therefore up to speed on the contract, a Maintenance Team Manager (MTM) who will be the main operational interface and a reference figure for the EUI Coordinator (EIC), this figure (MTM) must necessarily have A2-level knowledge of English to be proved by an English Language Certificate which may be corroborated by the EIC during the start-up phase of the contract.

Article 28. Access and key management

The successful Company shall receive magnetic cards, keys (upon request) and passes to access each structure of the Institute, which are indispensable to execute the services contracted. The Company is

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therefore liable in respect of the Institute for the behaviour of its personnel and must take care to instruct them to always ensure that the premises are kept secure.

The Company undertakes to keep a register of the keys, magnetic cards, passes and anything else it is given subdivided by structure and sub-area, keeping track of the names and personal data of its personnel who received them, and of any subsequent variations which must be submitted for prior approval by the Institute.

Article 29. Continuity of service

The Company undertakes to carry out the services referred to in these specifications without interruption.

Should the Company suspend or interrupt the service, it will face the sanctions envisaged in Article 46 below, without prejudice to compensation for possible greater damage suffered in the event that the Contracting Authority needs to arrange for the services itself.

If, in the course of the contract, strikes are called, or cases of *force majeure* arise which prevent the execution of the service, the Contracting Authority may proceed to deduct the sums corresponding to the services not performed from the relevant invoices.

In relation to impediments of various kinds which may affect the normal execution of the service, the Contracting Authority and the successful bidder agree to mutual, immediate and, if possible, prior communications to find a joint solution to the problems that have arisen.

Lot B – Building works, civil and mechanical engineering concerning the repair, restructuring and maintenance of civil and industrial buildings and additional infrastructure.

Article 30. Implementation of the service

The works and labour services that are the object of LOT B of this tender procedure may concern all the sectors encompassed by a property (building, mechanical, electrical, special systems, carpentry, painting, gardening and so forth).

For a definition of the procedures and the quality of service required please refer to the 2019 Price List for the execution of public works and maintenance of the Tuscany Region and its annexes (<http://prezzariolpp.regione.toscana.it/#2019/2>).

The firm must comply with the Italian regulations in force concerning safety and prevention of accidents at work; it must also comply with the requirements of the contract, plus any written instructions from the Institute and its procedures already in force.

All work must be carried out in accordance with principles of best practice, taking care to organize the work to minimize any interference with the Institute's normal activities as much as possible. Where it is not possible to reconcile maintenance with the daily office work (due to noise, dust, material handling, etc.), it must be scheduled outside working hours, i.e. from 5pm to 8pm Monday to Friday or all day Saturday, Sunday and/or public holidays (Annex II-F) without involving any increased charges or costs for the Institute. In the case of interventions whose interference with the activities of the office is evident upon

beginning the work, the Institute reserves the right to request immediate interruption and a rescheduling to a more suitable time, without any increase in costs.

Should the services not satisfy the requirements of the Institute in terms of quality, quantity and/or procedure, they will not be remunerated. In addition, the Company shall be required to demolish and realize again at its own risk and expense those works which the Institute deems to have been carried out without the necessary diligence and/or with different materials from the current requirements in terms of quality, technical characteristics and/or extent. The Institute reserves the right to request compensation for any damage suffered.

During the execution of the work, the Company shall sample the materials used and keep the relevant documentation and certification to allow verification of the nature and extent of the work performed in the final testing phase.

In the event of justified doubts on the regular execution of the works, the Institute may require corroborative investigations and consequent repairs, at the expense of the Company.

The Company shall not make any variations to the work undertaken. Any changes must be requested in writing and formally approved by the Institute.

The Company is not authorized to carry out, for any reason, on their own account and/or for third parties, different works with respect to those in these TS, except where the Institute has previously granted explicit and formal authorization.

Article 31. Assigning a task

As per the activities referred to LOT A of these TS, the EUI will rely on the Xperience platform also for the operations envisaged for LOT B.

The EUI will use this system to send the Company a quote request or a Work Order (WO) in which the required activity is described in detail with a clear indication of conditions, characteristics and expected timeframes.

The Company must respond, again through the digital platform, with a specific technical/economic offer, sent within and no later than ten (10) working days. This time is termed "Preparation Time" (**PT**). In its offer the Company must include:

- A technical report with a description of the work.
- The type and amount of items to realize it.
- Partial costs of individual items (with incidence of labour included) and total cost of the work;
- A price analysis and comparative quotes for New Prices (NP) and for these items the same discount offered in the Contractor's economic offer for the items on the price list at the base of LOT B of these TS.
- The "work start time" (**ST**) expressed in working days: **ST** indicates the days intervening between the signing of the Order Form by the Institute and the actual start of the work; the Company shall indicate for each performance the shortest ST it can guarantee, bearing in mind that this can never exceed that offered by the Company during the tendering procedure (maximum **ST** applicable to any type of work required);

- The "work completion time" (**CT**) expressed in working days: **CT** indicates the intervening days from the signing of the Order Form by the Institute to the handover of the works; this shall be specific for each single task, and shall become binding upon the signing of the specific Order Form;
- The "work programme" (**WP**) for works costing more than €60,000.00 or a description of the steps for amounts less than €60,000.00;
- An "Operational Safety Plan" (**OSP**), when necessary, and in any case all the necessary documentation according to the regulations for the execution of the works that are the object of a specific offer.

The technical/economic offer shall be evaluated by the Institute and ultimately accepted via the digital platform which shall instantaneously send a communication to the Company.

The Company, in turn, by and no later than the "acceptance time" (**AT**) of five (5) business days from the Institute's approval (and in a manner consistent with the requirements of its urgency) shall include in the WO an Order Form based on the technical/economical offer already signed in original (annex in PDF format). It is understood that the Order Form is a mere administrative completion of the procedure of entrusting the works whose technical features shall be explained in the technical/economic offer which is a part of the relevant Order Form.

Order Forms should be created using software for calculations and accounting work of the PriMus type or equivalent. After completing their internal procedures, the Institute shall send a hard countersigned copy of the Order Form to the Company, mailed previously in an electronic format. Only upon receipt of the order signed by the Institute can the works be considered officially ordered.

The operations must commence by and no later than the **ST** indicated on the Order Form.

Should the Company need reasonable clarification regarding the evaluation of the request for an offer and/or the acceptance of the Order Form, the **PT**, **ST** and **AT** shall be deferred until the Institute has seen to this.

The above procedure based may be modified during the duration of the contract at the request of the Contractor or on instructions from the EUI, but in every case at the discretion of the latter.

Article 32. The work programme (WP)

The **WP** describes in detail the steps planned and the relevant timeframes. It is subject to prior approval by the Institute.

The Company is obliged to full compliance with the requirements of the framework contract, the Order Form and the approved **WP**. In order to ensure conformity with the deadlines and the carrying out of activities in full autonomy, the Company must use all of the necessary equipment and a team of professionals of a suitable number for the needs of the specific task.

The Contractor is expressly forbidden from using, in any form or manner, personnel from the full-time on-site team for the execution of the operations referred to in LOT A for the execution of the tasks referred to in LOT B of this TS.

In the event of delays attributable to third companies, the **WP** will undergo the necessary changes and the Company shall be responsible for the implementation of the measures needed to cope with the changed needs, including an increase in the human resources employed, without this resulting in additional charges and/or costs for the Institute.

Any interference that may arise during the works because of the concomitant activities of Institute employees and/or third-party companies operating on site, cannot be used as a justification for interruption, suspension and/or slowing of the works, since these are understood as included in the physical setting of the worksite. Nor does this allow the firm to request additional charges.

At the end of each task, as laid down by the existing European legislation guaranteeing products and works (Presidential Decree 207/2010), the Company should compile a specific "Final Report" which, countersigned by the Institute, documents the quality and compliance of the work carried out.

The "Final Report" must be delivered to the service reference person for validation. This validation is prior and preparatory to the sending of the invoice and the subsequent authorization for payment.

Article 33. Operational Safety Plan (OSP)

As prescribed by the relevant Italian legislation (Art. 39 of Presidential Decree 207/2010), for each site an "Operational Safety Plan" (OSP) must be drawn up containing a ground plan with the boundaries clearly highlighted.

The drafting of the OSP is the sole responsibility of the Company; the ground plan shall be subject to approval by the Institute before becoming definitive.

Article 34. Traceability of the works

The Company must possess a "Log Book" in which to record:

- The statuses of each task as prescribed by the specific Order Form;
- Notes relating to the day-to-day progress of the operations;
- A detailed description of events and/or conditions which might influence proper implementation of the operations.

The Institute shall have the right to inspect this Log Book and request changes both during the execution of the works and afterwards.

Article 35. Continuity of service

The Company undertakes to carry out the services referred to in these specifications without interruption.

Should the Company suspend or interrupt the service, which must always be insured, it will face the penalties envisaged in Article 46 below, without prejudice to compensation for possible greater damage suffered in the event that the Contracting Authority needs to arrange for the services itself.

If, in the course of the contract, strikes are called, or cases of *force majeure* arise which prevent the execution of the service, the Contracting Authority may proceed to deduct the sums corresponding to the services not performed from the relevant invoices.

In relation to cases of *force majeure* which may affect the normal execution of the service, the Contracting Authority and the successful bidder agree to mutual, immediate and, if possible, prior communications to find a joint solution to the problems that have arisen

LOTS A and B - General Characteristics in common

Article 36. Machinery and Equipment

LOTS A and B

In carrying out the services the Company shall use machinery and equipment that are certified and comply with the accident-prevention regulations and requirements in force.

All tools, machines and equipment used must be of good quality, fit for the specific purposes of use, technically efficient, maintained in perfect working condition and equipped with accessories to protect and safeguard the operators and third parties from any injury.

It is only permitted to store products in an amount reasonably necessary to ensure continuity of the services.

The Company shall be liable for the safekeeping of the products used, therefore the Contracting Authority shall not be held responsible in the event of theft.

LOT A: After use, all the material must be cleaned and stored tidily inside the premises allocated for the purpose by the Contracting Authority. All the equipment and machines used to provide the services requested must be labelled with the name of the Company.

Periodically, the Contracting Authority will carry out inspections on the premises assigned to the Company in order to verify that they are being used correctly. In the event that inside the aforementioned premises materials have been left that are not related to the contract or are to be disposed of, the Company must make provision at its own expense to remove them as quickly as possible.

Article 37. Provisions concerning personnel

LOTS A and B

The Company must employ for the service a team of workers with characteristics satisfying the Institute's requirements in terms of professionalism, numbers, experience, training, and competence in order to allow the execution of services in full respect of the provisions of these TS, the Letter of Invitation, and the documents annexed.

The personnel assigned to the service must be aware of the executive procedures and should be aware of the setting where they have been called to operate in such a way that the activities covered by this contract are carried out in accordance with principles of best practice.

The team must consist of persons of proven ability, honesty and morality and capable of maintaining a decent and irreproachable demeanour; they must be reserved, correct, willing to collaborate with the personnel of the Contracting Authority and with any external users who may access the premises. All

personnel are obliged to maintain secrecy regarding any information and/or situation they may become aware of during their work.

It is forbidden to divulge to subjects other than representatives and managers of the Institute (Articles 58 and 59 of this TS) information relating to the operations carried out, any problems encountered, and the possible resolutions. In the event of leakage of information or a direct communication with an end-user, the Institute reserves the right to impose a specific penalty (Article 46).

Personnel must come to work wearing a presentable uniform suitable for the activities to be carried out, and accompanied from time to time by the necessary PPE. It is compulsory to wear and display the company ID card showing a photograph and a name.

In executing the service, the Company's personnel shall use diligence and take care to avoid damaging the floors, walls, furnishings and equipment of the interiors. In the event of damage or the need to clean property and areas belonging to the Institute or third parties ascribable to carelessness or lack of attention on the part of the Company's staff, the Contracting Authority is authorized to make a direct claim on the deposit (which must be immediately returned).

During the execution of the tasks assigned and the stay inside the Institute's premises, personnel must not smoke and must also limit the use of their mobile phone exclusively to work needs.

In respect of its employees and, if constituted in the form of a cooperative society, also in respect of the worker-members employed in the effectuation of the services covered by the contract, the company must observe all the laws, regulations, and legislative provisions in the fields of employment, social security, social care, and health and safety at work.

In respect of their employees and any working partners employed in the execution of the services contracted, an economic and regulatory treatment must be applied which is no lower than that of the relevant National Collective Bargaining Agreement (2018 Metalworkers NCBA plus all the possible loadings envisaged for the Tuscany Region and the Province of Florence).

At least five days prior to the start of effecting the contract, the Company must provide the Contracting Authority with the following documentation relating to the staff it will employ for the service:

- ✓ A full list of names of all the staff with the addition for each employee of details on the date and place of birth; Tax ID; qualification, and details of their insurance and social security positions;
- ✓ An extract from the judicial record.

Upon request of the Contracting Authority, every month the Contractor shall provide:

- ✓ A copy of the monthly LUL employment ledger entries for personnel working under the contract;
- ✓ A copy of the receipt that the UNIMNS (monthly National Insurance report) has been sent;
- ✓ Receipt of monthly payment of INPS contributions (F24);
- ✓ A copy of the INAIL premium payment.

All personnel must be supplied with a presentable uniform suitable for the activities to be carried out, featuring a company ID card complete with name and photograph.

In executing the service, the Company's personnel shall use diligence and take care to avoid damaging the floors, walls, furnishings and equipment of the interiors. In any case whereby damage is caused to the

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property of the Institute or third parties due to negligence or carelessness on the part of the Contractor's staff, the Contracting Authority is authorised to claim recourse directly from the deposit provided (which must then be immediately replenished).

The Contracting Authority reserves the right to request the replacement of staff used to fulfil the obligations set out above. In this case, the Contractor will need to provide for the replacement of the staff that does not perform well no later than five days after receipt of a formal request.

Personnel employed under the contract, to certify the hours of service actually worked, must use a special magnetic card provided by the Contracting Authority to record their presence by means of special time clocks located at the entrance to all the premises. The methods of data processing will be regulated in an agreement to be made with the Contractor.

The Contracting Authority shall have the right to use the summary clocking list mentioned above to verify the conformity of hours billed in the previous month by the Company with the number of contractual hours. In the event of a number of hours lower than those laid down, the Contracting Authority reserves the right to deduct these from the following month's invoice or request the Company to effectuate compensatory work.

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

Article 38. Service Supervisor

LOTS A and B

At least fifteen (15) days before the signing of the contract, the Company must communicate to the Contracting Authority the name of a representative, to be known as the Service Supervisor, whom Institute representatives may contact for any request, objection, and/or clarification concerning all activities.

The Service Supervisor must be available 24/7 via a mobile phone provided at the expense of the Company and be able, at the request of the Contracting Authority to intervene personally on site within a maximum time of 2 (two) hours.

The Company's Service Supervisor must fully satisfy the Contracting Authority and possess perfect knowledge: of the personnel, of the characteristics of the products, machinery and/or equipment to be used and their correct employment, and of all the problems pertaining to the managing of the service.

This person must be of proven professionalism, ability, honesty and morality and capable of maintaining a decent and irreproachable demeanour; he/she must be reserved, correct, willing to collaborate with the personnel of the Contracting Authority and with any external users who may access the premises.

The Supervisor is required to report on the activities carried out, the problems encountered and the possible resolutions only and exclusively to the representatives and managers of the Institute (Articles 58 and 59 of this TS). In the event of leakage of information, the Institute reserves the right to impose a specific sanction (Article 46).

He/she must intervene, take decisions and respond directly to any issues concerning the regular execution of the services contracted as well as damage assessment.

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He/she shall organize monthly meetings to verify the results achieved and shall have the task of convening emergency meetings for urgent needs of either party.

He/she shall be responsible for signing Order Forms.

The figure of the Service Supervisor responsible for the contract shall not represent an additional burden for the Contracting Authority.

In the case of presenting an offer for both lots of the tender, the Company must indicate two (2) different names for the Service Supervisor role.

38.a Minimum requisites of the Service Supervisor

The Service Supervisor must be:

- an expert or industrial consultant with at least five (5) years of previous specific work experience:
- a surveyor with at least five (5) years of previous specific work experience
- an engineer who has taken a bachelor's degree as a minimum (or an equivalent qualification taken abroad) and at least 3 years of previous specific work experience post-graduate.

Article 39. Minimum Requisites of the Service

LOTS A and B

The minimum requirements for the service shall tally with the basic demands of the Institute to measure the quality of the services provided.

The Company undertakes to provide services of a level equal to or higher than the minimum required and accepted by the Institute.

Any offer proposed during the tendering procedure that features service quality levels lower than the minimum levels required under these TS will be automatically excluded from the procedure.

In the case of repeated non-compliance with the minimum requirements of the service, the Institute will proceed to the application of the penalties referred to in Article 46, without prejudice to the right to apply a cascade mechanism and/or invoke the resolution clause of the contract (Articles 46 and 50).

In the execution of the service, the Company shall ensure respect for the service requirements of an administrative nature:

- Appointing a Service Supervisor in compliance with the minimum requirements set out in these TS.
- Organizing monthly meetings, which shall be a task of the Service Supervisor.

In addition, in relation to the individual lots, compliance must be ensured with the minimum service requirements of a technical nature.

LOT A

- Drafting, uploading onto the digital platform of an activity plan and continuous updating of the "Technical investigation of the structures, all their parts, and the components of the installations" (Article 13);

- Compliance with the operation timeframes envisaged for the events of Class 1, Class 2, Class 3 and Class 4 ([Article 16](#));
- Supply and management of products, equipment, machinery and spare parts, consumables and everything else necessary for the carrying out of activities in autonomy and in full compliance with the regulations in force concerning safety and the environment ([Articles 11 and 14](#));
- Ensuring the daily presence of 10 (ten) employees at the exclusive disposal of the Institute ([Article 10](#));
- Management and resolution of issues altering the normal usability of the structures and/or the correct functioning of the equipment and systems ([Article 13](#)).

LOT B

- Respect for the parameters of the "preparation time" (**PT**), "acceptance time" (**AT**), "Start Time" (**ST**) and "work completion time" (**CT**) ([Article 31](#));
- Drafting of a "Work Programme" (**WP**), if expected ([Article 32](#));
- Development of an "Operational Safety Plan" (**OSP**) for each task ([Article 33](#));
- Compiling and continuous updating of the "Log Book" ([Article 34](#));
- Supply and management of products, equipment necessary for the carrying out of activities in autonomy and in full compliance with the regulations in force concerning safety and the environment ([Article 36](#)).

Article 40. Additional services and improvements

During the tendering procedure, the Company may propose additional services and improvements with respect to the indications in the invitation to tender documents without this entailing higher costs and/or charges for the Contracting Authority.

Purely by way of example, below is a non-exhaustive list of improvements and additional services that might be offered.

LOT A

- Indicating a shorter time that the Company might take with regard to the action parameters of the events in Class 1, Class 2, Class 3 and Class 4 as per the description in [Article 16](#);
- Increasing the number of on-site personnel and/or their total working hours (Article 12 of the TS);
- Other additional services and/or improvements on the initiative of the Company.

LOT B

- Indicating a shorter time expressed in days that the Company might take with regard to the parameters **PT** and **AT** as per [Article 31](#);
- Other additional services and/or improvements on the initiative of the Company.

LOTS A and B

In its evaluation, the Institute will take account of any proposed improvements with respect to the minimum level required. For detailed rules on the allocation of scores please refer to Article 49 below.

TITLE III

QUALITY CONTROL AND CONFORMITY OF THE SERVICE

Article 41. Self-check system

LOTS A and B

In the presentation of its technical offer, the Company shall propose its own self-check system for the correct application of procedures, timeframes and working methods to the service contracted.

Before beginning the service, this self-check system will need to be validated by the Contracting Authority which may make modifications and/or additions to optimize the service.

The self-check system must indicate as a minimum:

- a description of operational procedures;
- the methods to verify the proper application of operational procedures;
- the methods to detect discrepancies during the work;
- the corrective actions taken.

The results of the self-check system must be in writing, clear and unambiguous and viewable at any moment by the representatives of the Contracting Authority.

Article 42. Checks and Inspections

LOTS A and B

In addition to Company's self-check plan on quality, the services envisaged by these general conditions shall be subject to constant verification on the part of the Contracting Authority.

The verifications of conformity aim to certify that the services contracted have been carried out properly in technical and functional terms, in accordance and compliance with the rules, conditions, terms and requirements described in these TS and/or offered during the tendering procedure, if improved.

The verifications shall have, where applicable, the purpose of ascertaining that the data resulting from the audits and supporting documents provided by the Company match and are consistent with the factual results.

For any non-compliance found in the execution of the service, the Contracting Authority will apply the sanctions referred to in Article 46, except where the company immediately rectifies the breach.

By way of example and not of limitation, we list the operational tools and procedures that will be used to check on conformity.

LOT A

- The Institute will record via the Xperience platform the date and time of sending the request for each intervention, cataloguing them by class (see Article 15); the time when the technician arrives

at the site of the fault will be assumed as the time recorded by the system itself to be validated via one of the systems referred to in Article 17; the times when the installation has been adjusted and the impact minimized, the temporary repair has been carried out, and the date of the final repair will also be recorded.

- Should the checks reveal that the times recorded by the Xperience platform are not consistent with what actually happened, the Institute shall notify the Company and apply the sanctions envisaged by Article 46.
- the actual hours worked out of the minimum annual total hours for the daily presence of 10 (ten) on-site personnel at the EUI premises, plus any increases offered during the tendering procedure by the Company, shall be verified by the reading of the data recorded by the time clocks, access control and CCTV systems where present or, alternatively, the visitors' books; verification may be made at any time and at any rate on a monthly basis;
- inspections by the contract contacts and the Service Supervisor following the execution of specific incidental maintenance and/or reports by users (in cases where a joint inspection is impossible, suitable photographic documentation will be acquired);
- constant consultation of the data and information provided by the Institute's own networks (access control and CCTV systems) and by the Xperience platform for the traceability of maintenance interventions and their results, and statistics on the operation of installations and systems;
- verification that each trouble ticket received is correctly processed and resolved.

LOT B

- Inspections by the contract contacts and the Service Supervisor following the execution of specific works and/or reports by users (in cases where a joint inspection is impossible, suitable photographic documentation will be acquired);
- consultations without prior notice of the "Log Book";
- the Institute will automatically record via its digital platform:
 1. the date and time of sending a request for a technical/economic offer;
 2. the date and time of receiving the technical/economic offer;
 3. the date and time of receiving the Order Form.

TITLE IV

OBLIGATIONS AND LIABILITIES IN THE EXECUTION OF THE SERVICE

Article 43. Obligations and charges to be borne by the Contractor

The company shall bear all the obligations and charges relating to the service covered by this procedure, in compliance with the existing laws on health, safety and hygiene in the workplace. The Company is also bound by the provisions included in these Tender Specifications, in the Annexes enclosed to its tender and in the invitation Letter.

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The Company shall be held directly accountable for any bodily injury and/or property damage and any damage caused directly or indirectly to the EUI, members of the EUI-community, itself or third parties; any compensation shall be borne completely and exclusively by the Company.

The Company agrees to hold harmless and indemnify the Contracting Authority against any damage as well as criminal and civil liability towards third parties and/or property, directly and indirectly, also as a partial result or consequence of the services covered by the execution of the service.

For all its employees, worker members, representatives and/or collaborators in various capacities, the Company undertakes to respect and ensure compliance with its Personal Data Protection Policy as per the Decision of the President no. 10 of 18 February 2019, which can be consulted on the following page: <https://www.eui.eu/About/DataProtection>

Article 44. Safety provisions

In order to ensure safety in the workplace, the Company is required to adhere strictly to the legislation on the protection of the health and safety of workers referred to the current legislation on this matter.

All the activities relating to the services covered by these Tender Specifications must be carried out in such an orderly manner, and including all necessary precautions, as to prevent any damage or injury to working staff and third parties, and not to cause damage to floors, furniture, doors and jambs, walls and paintwork, etc.). In the Annex II I is described the EUI Emergency Plan.

The Company shall also provide any and all Individual Protection Devices (DPI) needed to ensure that all work can be performed in safety.

Article 45. Insurance Policy

Regarding the obligations entered into with the presentation of its tender, the Company expressly relieves the Contracting Authority from any and all liability in the case of accidents or damage suffered by persons, things, vehicles and valuables whether of the Institute, the Company or third parties and occurring due to the activities performed in the effectuation of their service.

To participate in this tender, each tenderer must demonstrate that they have taken out one or more policies with a leading insurance company to cover the Company's civil liability, including its employees, contractors, or subcontractors, towards the Contracting Authority, other third parties, and towards employees or associates.

The guarantee ceiling should be appropriate to the activities covered by this contract, including all the additional and complementary operations and activities necessary, with no exclusions or exceptions, and shall not in any case be less than Euro 1.000.000,00 per claim, for persons and things.

Each tenderer is asked to present a copy of these policies in their bid in support of administrative documentation.

TITLE V

NON-COMPLIANCE AND PENALTIES

Article 46. Sanction and penalty mechanism

The Company has an obligation to set up a structure which can ensure that every ordinary or on-request service is carried out in accordance with the timeframes and procedures envisaged by this TS.

The Contracting Authority may, at any moment, carry out checks and inspections on the proper fulfilment of the services contracted.

Without prejudice to other penalties prescribed by statutory provisions, the Contracting Authority reserves the right to apply the following sanctions to the Company, if for any reason the service has not been executed in its entirety or does not conform to the contents of these TS:

LOT A

- In the event that the number of hours of service carried out is less than those offered by Contractor in the tender offer, the Contractor will be liable to pay a penalty of 100,00 (one hundred/00) euro for each hour not provided, except where provided for in Article II.1.9 of the contract.
- In the case of absence without prior notice of the on-site personnel and where they have not been replaced within two (2) hours, the Company shall be subject to a sanction of € 200.00 (two hundred/00) for every day not covered, to be added to a possible penalty for the hours not worked (if not recovered), without prejudice to the right to invoke the early termination clause of the contract.
- For non-respect of the working hours listed in Article 10, without the change being previously authorized by the Contracting Authority, the Company shall be subject to a sanction of € 100.00 (one hundred/00) for each offence.
- Failure to comply with the documentary and storage constraints for the products used envisaged by the laws in force in Italy and/or in the EU, or the use of toxic and/or harmful products in violation of the provisions of Article 25 of this TS, shall involve the application of a sanction of € 100.00 (one hundred/00) for any product that does not comply with the aforementioned obligations. The application of the sanction shall not relieve the Company from civil and/or criminal liability towards the EUI, members of the EUI-community and third parties for any use of improper substances or products.
- Loss of keys shall incur a sanction of € 60.00 (sixty/00) for each episode duly ascertained.
- The intervention of personnel lacking the minimum equipment envisaged by the contract shall incur a sanction of €100.00 (one hundred/00) for each episode duly ascertained.
- Interventions on a fault by staff of the Contractor with expertise and roles different from the categorization defined by the EIC (e.g. an intervention by an electrician on a leaking radiator), if not previously approved by the EIC, will incur a sanction of € 100.00 (one hundred/00) for each episode duly ascertained.

- Failure on the part of the Contractor's employees to lock technical rooms, switchboards, or meter rooms using existing mechanisms shall incur a sanction of € 100.00 (one hundred/00) for each episode duly ascertained.
- Failure on the part of a Contractor's maintenance technician to respond to a call by the EUI contact person, the EIC him/herself, or EUI control room staff will incur a sanction of € 1,000.00 (thousand/00) for each episode duly ascertained.
- For falsification of T1, T2, T3, T4 and PMT times (activities declared as having been carried out, but in reality not executed or executed at times not matching those recorded by the Xperience platform) € 500,00 (five hundred/00) for each episode duly ascertained.
- For falsification of clocking-in/out times by an employee of the Contractor € 1,000.00 (thousand/00) for each episode duly ascertained and immediate withdrawal from the contract of the employee involved.

LOT B

- In the event of non-compliance of **PT** and **AT**, the Institute shall apply the cascade mechanism (Article 39).
- Should the company accumulate a delay of more than 50% (fifty percent) of the total time for executing works in relation to one of the parameters between the **ST** (as defined during the tendering procedure or on the specific Order Form, if an improvement) and the **CT** (as defined by the specific Order Form), the Institute reserves the right to apply the cascade mechanism and/or invoke the early termination clause of the contract (see Article 39).
- In the event that in 3 (three) months, 3 (three) or more delays of more than 25% of at least one of the **ST** parameters occur (as defined during the tendering procedure or on the specific Order Form, if an improvement) and the **CT** (as defined by the specific Order Form), the Institute reserves the right to apply the cascade mechanism and/or invoke the early termination clause of the contract.
- Any delay in a **ST** greater than one (1) day with respect to the offer made during the tendering procedure (or on the specific Order Form, if an improvement) attributable to negligence by the Company, shall result in the application of a sanction of € 100.00 (one hundred/00) for each day of delay; the Institute also reserves the right to apply the cascade mechanism.
- Any delay in a **CT** greater than one (1) day with respect to that agreed on a specific Order Form attributable to negligence by the Company, shall result in the application of a sanction of € 300,00 (three hundred/00) for each day of delay; the Institute also reserves the right to apply the cascade mechanism.
- Should the "Log Book" not be kept up to date, the Institute's contact person shall notify the Company, which must carry out the necessary corrective actions; in the case of 5 (five) such notifications accumulated over a period of 3 (three) months, the Institute shall apply a sanction of € 100.00 (one hundred/00).
- In the event of a failure to report any maintenance activities (included in the fee paid for the services referred to LOT A) or to provide the documentation necessary for the EUI to prepare its claims against legally accountable third parties or the insurance at the request of the EUI, a sanction will be

applied of an amount equal to an estimate (which the EUI will have performed by trusted technicians) of the activities not reported (see Article 20); the Institute also reserves the right to apply the cascade mechanism (see Article 55 below).

LOTS A and B

- Failure to deliver or update the list of employees will result in a sanction of € 50.00 (fifty/00) for each breach.
- Failure to replace not welcome employees or a delay in doing so shall lead to a penalty of € 100.00 (one hundred/00) for each day of delay in relation to the term of 5 (five) days from the formal request.
- Disclosure of sensitive information relating to the activities carried out, any problems encountered and the possible resolutions to individuals other than representatives and managers of the Institute (Articles 58 and 59 of these TS) shall incur a sanction of € 200.00 (two hundred/00) for each episode discovered.
- Failure on the part of the Company's employees to use a uniform, company ID card and/or the cardkey supplied by the Institute will result in the imposition of a sanction of € 50.00 (fifty/00) for each infringement discovered.
- The use of products, tools, equipment and/or machinery which do not comply with applicable regulations, or are dangerous due to a state of obsolescence, shall incur a sanction of € 200.00 (two hundred/00) for each infringement discovered. The application of a sanction shall not relieve the contractor from civil and/or criminal liability towards the EUI, members of the EUI- community or third parties for any use of improper substances.
- Generic violations as described in the contract provided by the Institute, in these TS (Annex I), in its offer (Annex II) and in the Letter of Invitation, shall incur a sanction of € 100.00 (one hundred/00) for each episode duly ascertained.

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

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

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

The application of the penalties provided for in this Article does not preclude the Contracting Authority from claiming compensation for any damages suffered either by itself, by members of the EUI-community or by third parties in the context of the present contract. Nor does it preclude the EUI from claiming reimbursement from the Contractor in cases of joint and several liability for damages suffered by third parties.

TITLE VI

EXCLUSION, SELECTION AND AWARD CRITERIA

Article 47. Exclusion criteria

LOTS A and B

Shall be excluded from participating in the present call for tenders, any Tenderer that:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning grave professional conduct by a final judgment of a competent judicial authority or administrative decision or decisions of international organizations;
- c) is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of Italy being the country of establishment of the Institute or those of the country where the contract is to be performed. This breach needs to have been established by a judgement or administrative decision having final and binding effect in accordance with the legal provisions of the country in which the economic operator is established or of Italy being the country of establishment of the Institute;
- d) has been the subject of a final judgment for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour or other forms of trafficking in human beings or any other illegal activity, where such illegal activity is detrimental to the Institute's financial interests;
- e) has been in serious breach of a contract financed by the Institute or has been the subject of an offense of serious irregularity established by a final judgment of a competent judicial authority or administrative decision;
- f) is subject to an administrative penalty for being guilty for grave professional misconduct, or for having made substantial errors or committed irregularities or fraud, or have been declared to be in breach of their obligations under contracts covered by the Institute's budget (Article 41 of the EUI's Public Procurement Regulation (President's Decision No. 19/2018 of 16 May 2018));
- g) has a conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest, including conflicting professional interests; at present or occurred over the past 5 years;

Tenderers must prove that they are not in any of the above situations.

Documents proving eligibility in relation to the grounds for exclusion listed above:

The Contracting Authority will accept, as satisfactory proof that the Tenderer is not in any of the situations described above, a formal signed Declaration on Honour concerning exclusion criteria, as in Annex II - B.

The Institute reserves the right to verify the accuracy of this information and to request documents providing further evidence before the contract is signed.

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Article 48. Selection Criteria

LOTS A and B

To participate in the tender, bidders must be in possession of every one of the below-outlined requisites. Bidders in default of any single requirement will be excluded from the tender.

General requisites

- a) Enrolment in the C.C.I.A.A. (Chamber of Commerce, Industry and Arts and Artisans register of companies), with foreign companies to be enrolled in a professional or trade registry of the State of residence, together with possession of 'anti-mafia' certification (or equivalent for foreign companies) and with a company focus including or at least consistent with that of the tender.
- b) A copy of a general extract from the judicial record of the Company's legal representative. In the case of the award of the contract to a Company which has its registered office in Italy, the Institute shall require the competent Prefecture to issue the appropriate anti-mafia certificate;
- c) To comply with all obligations relating to the payment of social security and insurance contributions in favour of its employees, in full observance of existing legislation; and to apply the employment conditions envisaged in the sector's national collective labour agreement;
- d) To undertake, in the event it is awarded the tender, to provide any and all required documentation in order to prove that it is fully up-to-date in its payment of social security and insurance contributions (e.g., through a DURC certificate), in compliance with existing legislation;
- e) Declaration confirming that it has taken note of all general, particular and local circumstances, barring none, and of all other elements which may directly or indirectly influence the performance of the service, or the calculation that has led to the Offer submitted with its bid; and that this Offer is profitable, and that the Company undertakes to hold said Offer valid and binding for at least one-hundred-and-eighty (180) days, starting from the deadline for submission of its bid;
- f) Proof of having carried out the inspection as per point 10 of the invitation letter.
- g) Having a number of employees not inferior to 40 persons for Lot A and 40 person for Lot B.
- h) To have registered office in the Tuscany Region or, alternatively, to undertake to establish one, in the case of the award, within thirty days of the contract being awarded.

Requisites of economic-financial capability

- i) Be in possession of two bank references issued by primary banking institutions or intermediaries enrolled in regular registers at a later date to send and the publication of this TS, from which it is clear that the company has always done fulfil its commitments with regularity and punctuality and that is in the possession of the economic and financial capacity to carry out the service covered by the contract; in the case in which the Company maintains business relations with a single bank, it is necessary to provide a declaration on the part of a legal representative certifying this circumstance.

Requisites of technical capability

- j) A list of the main services like the one that is the subject of the tender, carried out over the past three years (2016 - 2017 - 2018) with a description of the subject, of the respective amount, dates and public

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or private recipients, and the express declaration of regular effectuation of the same. The Annex to this statement should include the certificates issued and endorsed by the administrations of the contracting entities for which the services were carried out.

- k) Average total turnover for the previous three fiscal years (2016 - 2017 - 2018) equal to at least Euro 2,000,000.00 (two millions/00) net of VAT for both lots.
- l) Possession of the following quality certifications, still valid: UNI EN ISO 9001; UNI EN ISO 14001. In the case of RTI certification this must be possessed by all the RTI members, or in the event of a consortium, by all the firms belonging to the consortium for the effectuation of the service.

In the case of a TGC and/or consortium, the requirements listed under points (a) to (f) must be possessed by each one of the companies making up the grouping and/or consortium. On the contrary, the verification of requirements listed under points (g) to (m) will be performed considering the TGC and/or consortium as a single entity. Therefore, these requirements may be possessed either by a single company or by the individual companies that make up a consortium or are members of a temporary grouping of companies. The Institute reserves the right to carry out spot checks to verify the accuracy of the statements made by the participants.

Article 49. Awarding Criteria

LOTS A and B

Only the Offers that respect the criteria and meet all the requirements listed in Article 48 above shall be eligible for the next stage of the procedure, the technical and qualitative evaluation. The Offers that are awarded at least the minimum technical score of 40/70 will be eligible for the economic evaluation.

The contract will be awarded according to the principle of the “best value for money”, based on the evaluation that will be carried at the unquestionable discretion of the competent Institute's internal committee entrusted with this task (Evaluation Committee), which will attribute a score to each bid, out of a maximum score of 100, according to the following parameters:

MAXIMUM SCORE	
Technical and quality evaluation	70/100
Economic evaluation	30/100

The total score (Points) assigned to the offer is made up of the sum of its economic evaluation points plus its technical evaluation points:

$$\mathbf{P. \ OFFER = P \ economic \ evaluation + P \ technical \ evaluation}$$

The Tenderer whose offer obtains the highest final score is the Tenderer who will be awarded with the contract.

Article 50. Attribution of points relative to methodological, technical e qualitative aspects of service

The technical score will be awarded following a comparative analysis of the received offers. The best offer will be given the maximum score (**70 points**) and the others a directly proportional score. For each item will be given the weight factors, the sum of which is equal to 70, which multiplied by the coefficient of quality assigned at the discretion of the Evaluation Committee (between 0 and 1), will determine the score to assign to each individual component as indicated in the following Table 50.I (lot A) and table 50.II (Lot B).

A minimum limit of technical suitability of not less than **40/70** is hereby established. Those who fail to achieve this level will not proceed to evaluation of the tendered bid.

The Technical Offer, in the case of an award, incorporates the provisions of the annexed Special Tender Specifications and will be part of the contract.

Table 50.I: LOT A – Preventive and incidental maintenance						
DESCRIPTION				MAXIMUM POINTS		
A1	Organizational system of the service and technical-operational methodologies				50	
	A1.1	Organization of the service		25		
		A1.1A	Proposal for a Preventive Maintenance Manual		12.5	
		A1.1B	Procedures to carry out the operations described in the Proposal for a Preventive Maintenance Manual		12.5	
	A1.2	Curricula of the 10 technicians who will constitute the on-site team			10	
	A1.3	The methodology adopted by the Company to guarantee continuity of the service with the highest quality and professionalism possible in normal conditions, in the case of absences, and in the event of emergencies			5	
	A1.4	Organization of the storeroom for the execution of preventive and incidental maintenance operations			5	
A1.5	Equipment and machinery for the on-site team			5		
A2	Training and refresher courses for personnel				5	
A3	Methods for self-checking service quality				5	
A4	Measures adopted to reduce environmental impact				5	
A5	Improvements and/or additional services offered				5	

TABLE 50.II: Lot B - Construction, civil and mechanical engineering concerning the building, restructuring and maintenance of civil and industrial buildings and additional infrastructure.

DESCRIPTION				MAXIMUM POINTS
B1	Organizational system of the service			30
	B1.1	Organization of the service – Competitor's organisational structure single order management process	10	
	B1.2	Organization of the service – Single order management process	10	
	B1.3	Management of absences and emergencies	10	
B2	Training and refresher courses for personnel			10
B3	Technical-operational methodologies			10
	B3.1	Managing work orders of a significant amount	5	
	B3.2	Simultaneously managing multiple work orders of an insignificant amount	5	
B4	Methods of self-checking and auditing service quality			10
B5	Measures adopted to reduce environmental impact			5
B6	Improvements and/or additional services			5

N.B. Quality coefficients will be awarded on the basis of the following table:

Evaluation	Judgement	Quality coefficient
Excellent	<i>A well-structured project which develops the requested object in a way that is clear, precise and insightful, providing added value in relation to the Client's expectations.</i>	1.00
Good	<i>An appropriate project which develops the object in a refined manner without particular insights.</i>	0.80
Satisfactory	<i>A project which is well organized and responsive to the Client's expectations</i>	0.60
Sufficient	<i>A project which is acceptable but poorly structured, limiting itself to an application of the TS.</i>	0.40
Poor	<i>A project which is mediocre and not sufficiently developed.</i>	0.20
Insufficient	<i>A project which is deficient, generic, and inadequate.</i>	0.00

Article 51. Allocation of scores relating to price

LOT A

The maximum number of points available for the price (**30 points**) will be assigned to the company who proposes the best amount as better specified in the Economic Offer (Annex II C). To the other companies,

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points will be assigned (rounded to the second decimal where applicable), proportional to the relationship between the best price and the price that each has offered.

$$P = 30 \times \frac{\text{Minimum price}}{\text{Price offered}}$$

P = score assignable to the offer

LOT B

The maximum score available for the price (**30 points**) will be assigned to the company which has proposed the largest discount (covering all the items in the 2019 Price List for the execution of public works and maintenance of the Tuscany Region and its annexes).

To the other companies, points will be assigned (rounded to the second decimal where applicable), proportional to the relationship between the best price and the price that each has offered.

$$P = 30 \times \frac{\text{Discount offered}}{\text{Maximum discount}}$$

P = score assignable to the offer

Deals will be deemed inadmissible and will therefore be excluded from the procedure, in which:

1. LOT A: the annual number of hours effectively executed is less than 18.640 hours.
2. LOTS A and B: the cost of the work involved is less than that determined by the National Collective Bargaining Agreement (NCBA) and social security and welfare laws in force at the date of submission of tender, as well as conditions resulting from subsequent amendments and additions and, in general, by any other collective agreement subsequently entered into for the category, applicable in the Province of Florence.

In order to avoid altering the playing field of competitors, no tax concessions or social contributions that can be claimed by law or by any other title will be taken into consideration, regardless of the legal nature and the objectives pursued.

For this reason, only labour costs coincident with the costs indicated in Ministerial Tables will be allowed, with reference given to the national labour contract body (CCNL) in regard to the rates established for the province of Florence on year 2018.

Article 52. Formalities required for awarding

In order to formalize the contract, the bidding company which is awarded the tender must provide, on the date established by the Contracting Authority:

1. a performance bond of 10% of the adjudicated tender amount for Lot A and 2% for Lot B (only for Lot B the big bond should be provided upon receipt the first order) as a guarantee of performing the obligations inherent and consequent to the contract, to be provided with the same procedure indicated in Article I.4.3 of the annexed Service contract (for Lot A) and Article I.4.4 of the annexed Multiple Framework contract (for Lot B)
2. a copy of the original conformance certifications, stipulating all the requirements and technical specifications of the products offered and any eventual items referenced to throughout the tender;
3. the appropriate insurance policy covering all risks associated with the contractual activities as regulated in Article 45 of these TS;
4. in the case of a TAC, a constitutive act of the TAC with a mandate conferred by the legal representative of the parent company appointees, arising from a private written deed authenticated by a notary.
5. a copy of the Court records of the legal representative of the contractor

It is hereby advised that in the event in which the successful tendering Contractor does not promptly execute the fulfilment of the requirements outlined above, fails to present all documentation requested, does not provide evidence of the self-declared requirements in the tender, or upon testing is found to not be in compliance with the declarations submitted in the tender, the Contracting Authority administration reserves the right to declare null and void the contract and to award the contract to the following bidder in the list, or to even call for a new tender, with any costs incurred by the Contracting Authority to be borne by the Contractor in breach. In regard to the Contractor considered to be in breach, the deposit will be forfeited and provisional applications for penalties will be made in accordance with those provided by the law.

In the event of a positive outcome of the aforementioned verification activities, the award will become effective in favour of the competitor who will be formally invited to sign the contract.

Article 53. Site inspection

Under penalty of exclusion from the call for tenders, the interested companies must appoint a Legal Representative, or a proxy appointed by said Operator, who shall conduct an inspection to visit the premises involved in the removal services to be provided by the Contractor.

In accordance with the principle of fair and equal treatment and information, the inspection will be carried out on **02/04/2019 during a meeting scheduled at 10.00 (CET) at Badia Fiesolana, Via dei Roccettini, 9 – 50014 San Domenico (FI), Italy**. For the reasons mentioned above no other visit will be allowed after this date and time. Any changes to the date that may prove necessary will be promptly posted on the Institute's website: <https://www.eui.eu/About/Tenders>

To this end interested companies are invited to send the Real Estate and Facilities Service, using the email address inforefs@eui.eu, **by 12:00pm (CET) on the 01/04/2019**, the form "Request for inspection" (Annex II - E) filled out and signed by the legal representative together with a copy of his/her valid identity document and any delegation thereof in favour of third parties. The paper version of the "Request for Inspection" (Annex II - E) must be delivered by the representative of the interested company to the manager of the Institute who will accompany him/her on the day of the inspection.

TITLE VII – ADMINISTRATIVE INFORMATION

Article 54. Subcontracting and outsourcing

The contract may not be reassigned, on pain of annulment.

Subcontracting is allowed in accordance with the provisions of art.II.7 of the Service Contract provided by the Institute and specified in detail in the tender documents.

In particular, subcontracting must be declared in the offer, with clear indication of the activities which will be the subject and must necessarily possess the requirements prescribed by applicable regulations and be authorised beforehand by the contracting authority.

Subcontracting does not involve any modification of the obligations and the burden of the undertaking that remains solely responsible with regard to the Contracting Authority.

In the event of a breach of the rules indicated above, without prejudice to the right of the Contracting Authority to compensation for any damage and expenditure, the Institute reserves the right of resolving the contract by law.

Article 55. Payment method

The Contracting authority will make payment within 60 (sixty) days of receipt of invoice, in accordance with the arrangements specified in Articles I.4 and II.15 of the Service Contract provided by the Institute and included in the tender documents.

In case of subcontracting the payment of invoices shall be subordinated to the submission of the receipt of payment from the subcontractor.

Article 56. Regular price revision

The amount due by contract for the services to be provided may be reassessed on the basis of Article I.3.2 of the annexed Service Contract

Title VIII - FINAL PROVISIONS

Article 57. General information

All aspects of the tender procedure shall be performed in compliance with the Institute's internal regulations, and especially in accordance with High Council's Decision No.6/2015 laying down the EUI's regulatory and financial provisions, and with the President's Decision No.16/2018 on Public Procurement, all of which are available on the EUI's website: <https://www.eui.eu/About/Tenders>

Participation in this tender procedure implies full acceptance of the above-mentioned regulations.

The rules governing the future relationship between the Contracting Authority and the Contractor that is awarded the tender, including payment terms, processing of personal data, dispute settlement methods, both in the tender procedure and in the implementation and performance of the contract, are all contained in the Draft Service Contract provided by the Institute and included in the tender documents.

Article 58. Person responsible for the contract

The Contracting Authority nominates the Director of Real Estate and Facilities Service as Person responsible for this tender procedure and contract.

The Person responsible shall be in charge of all exchanges and communications with the Company that is awarded the contract, on all issues relating to the performance of the services in question and shall be responsible for ensuring that contractual obligations are observed, enacting coercive provisions and applying penalties whenever necessary.

Article 59. Contract contacts

To ensure that the contract is executed satisfactorily and to guarantee a correct contractual relationship with the Company awarded the contract, the Director of Real Estate and Facilities Service shall appoint a member of his staff as Reference person for the contract. Among other tasks, the Reference persons shall:

- look after operational relations with the Company ;
- request interventions for any variations and/or new provisions which may prove necessary in the course of validity of the contract;
- monitor proper execution of the service and verifying the results;
- request the removal and consequent replacement of unacceptable employees of the Company , after appropriate justification;
- propose to the person responsible for the contract the application of sanction and the possible termination of the contract;

Article 60. Final provisions and annexes

The tender documents consist of the Service Contract provided by the Institute, this Annex I Tender Specification (TS) –and the Contractor’s offer – Annex II including the following documents:

- II – A Self-certification form
- II – B Declaration on honour
- II – C Economic Offer Lot A
- II – C Economic Offer Lot B
- II – D Technical Offer Lot A
- II – D Technical Offer Lot B
- II – E Request for inspection
- II – F EUI Non-working days 2019
- II – G Ground plans
- II – H Inspection of installations 2014
- II – I EUI Emergency Plan

Signature of Legal Representative

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Company Stamp

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