



REAL ESTATE & FACILITIES SERVICE

OP/EUI/REFS/2019/002

**Special Tender Specifications for the provision of Surveillance,
Monitoring, Inspection, Portering and Shuttle Service for the
European University Institute premises**

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YEAR 2019

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CHAPTER I – GENERAL INFORMATION REGARDING THE TENDER

Article 1 – Presentation of the European University Institute

The European University Institute (EUI) is a postgraduate and post-doctoral research institute in the field of social sciences, established by a Convention dated 19 April 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 to provide advanced academic training to PhD researchers and to promote research at the highest levels. The Convention setting up the EUI includes the “Protocol on the Privileges and Immunities of the EUI”.

The EUI Community numbers about 1.300 members. Researchers, academic and administrative staff are for the most part – though not exclusively – citizens of Member States.

The EUI's headquarters are at the Badia Fiesolana, Via dei Roccettini 9, in San Domenico di Fiesole (near Florence, Italy).

For more information, please see the EUI's official website at www.eui.eu.

Article 2 – Definitions

“Company” and “Contractor” mean the company to which the tender has been awarded and to which the provision of the services object of these Tender Specifications (T.S.) is entrusted. “Tenderer” refers to the company that presents a bid.

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

Article 3 – Object of the tender

The Institute is organizing this open invitation to tender for the provision of surveillance, monitoring, inspection, portering, and welcome services and shuttle service for the European University Institute premises.

This invitation to tender has been divided into 2 Lots:

- **Lot no.1: Services of surveillance, monitoring and day and night inspections** with related management of hi-tech security installations and equipment such as intrusion detectors, video surveillance, access control and fire-fighting systems already present on the Institute’s premises and connected to the Institute’s own control panel at its Badia Fiesolana headquarters in San Domenico di Fiesole. These same systems should subsequently be connected to the Company’s operations centre.
- **Lot no.2: Ordinary portering and shuttle service.** The service mainly involves welcoming users, ensuring the presence of staff at the entrance to the buildings to check and identify persons entering and leaving, and the driving of vehicles to transport persons from one branch to another as described more fully in Articles 9 and 10 of these tender specifications.

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Each Tenderer may submit a bid for one or for both lots. Each bid must comply with the requirements of Article 23 of these tender specifications.

Article 4 – Duration of contract

The duration of the contract is established as 5 (five) years from the date 01/09/2019.

If, when the contract has automatically lapsed, the Contracting Authority has not yet awarded the provision for the following period, the Company will be obliged to continue their provision for a period of 6 (six) months at most, under the same contractual conditions in force when the contract expired.

The initial 6 (six) months of the service contract will be intended as a trial period in order to allow the Contracting authority to reach a broad and overall assessment of the partnership. At the end of this period, if the Company, in spite of repeated warnings, does not prove trustworthy and professional, the Contracting authority is entitled to recede from the contract with a 15 (fifteen) day notice that will be sent to the Company via registered letter with acknowledgement of receipt.

Article 5 – Estimated value of the contract

The presumed value of the contract for its entire duration (five years) is estimated at **€ 4.176.520,00**, excluding VAT, divided as follows:

- **€ 2.014.800,00 for Lot 1**
- **€ 2.161.720,00 for Lot 2**

This estimate is based on the services carried out in the three-year period from 2016-2018 and on the future development prospects of the services covered by this contract over the next 5 years. This applies solely for the purposes of determining the estimated total value of the contract and does not bind the Contracting Authority to reach the total amount referred to above since these needs may change over time in relation to variations in factors that are not accurately foreseeable. For this reason, the Company cannot expect anything more than payment for the services rendered at the agreed prices and conditions.

Article 6 – Premises and residences

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)

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- **Villa Paola**,
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
- **Convento di San Domenico**
Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)
- **Complesso di Villa la Fonte – Dependance – Limonaia - Serra**
Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)
- **Complesso di 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 – Ipogeo (Historical Archives)**
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

CHAPTER II - DESCRIPTION OF THE SERVICE

Article 7 – Control Room Security

The Institute's Control Room service serves to protect the safety and security of the property and personnel of the European University Institute.

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Similar to the service carried out to date, protection shall be ensured, outside the hours when the EUI is normally open to the public, by licensed security guards (GPG) who can monitor and manage the control systems of the security installations present in the various buildings which are all connected to the Control Room. The work shifts of the personnel employed in the service cannot be longer than 8 consecutive hours and between one work shift and the next there must be at least 16 hours of rest.

These staff members must be able to interact with users in English (both in person and via a system of video intercoms and phones) and competently use the computer programmes of the MS Office suite and email systems to successfully deal with any requests that may arrive during the hours when no officials of the Institute are present.

On special occasions, whose frequency is in no way predictable, Control Room staff may be required to register both internal and external visitors at events organized on the Institute’s premises.

As mentioned above, this service must be carried out by licensed security guards (GPG) as per Ministerial Decree 269/2010, who have been provided with a uniform, a badge, and a unique ID number. During the execution of the contract, the Institute may notify the Contractor of its desire to arm the staff on duty or to lock weapons in a suitable safe in the Institute’s Control Room, which must be provided and installed by the Contractor.

At the start of the contract, 2 operators must be present in the Control Room:

- One (1) guard to work from 8am - 7pm from Monday to Friday (except for the days when the EUI is closed as per the calendar Annex F).
- One (1) guard to work from 5:00pm - 8:00am on the days when the EUI is open to the public, and from midnight - midnight on the days when the EUI is closed to the public (as per the calendar Annex F).

Operators on duty at the Control Room should be in touch at all times with their own operations centre and must be able to use the existing technological security equipment and any to be installed in the future.

7.1 – Specific responsibilities of the Control Room operator

Operators must notify their own operations centre of any event or need requiring the intervention of a worker from the inspection department referred to in Article 8.

Operators are obliged to constantly staff the Control Room and only leave it to intervene in emergency situations, following the procedures indicated by the EUI, or after calling the competent authorities (fire service, public safety, health emergency centre) and doing everything within their power to protect the safety and security of persons and property in the Institute’s buildings.

The operators must also:

- 1) **Manage the phone lines (currently 2) and electronic mailboxes of the Control Room**, receiving reports, also from their colleagues in the day/night-time inspection services, forwarding them from time to time to the EUI staff according to the procedures indicated by the EUI, and conveying the initial information, if necessary, to international users, mainly in English.

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- 2) **Monitor and control the accesses** and communal spaces by means of surveillance systems, videophones, and access control systems installed in the Control Room;
- 3) **Monitor the operation of the installations** in general promptly notifying the competent EUI staff, or personnel they have indicated, of every fault alarm given by the systems, or reports that arrive via phone, email or directly from users within the premises concerning any faults they may become aware of in technical installations and equipment at all the EUI premises.
- 4) **Monitor the alarms:** the Company will be allotted a computerized system that allows it to monitor the operating status of the systems and any alarms triggered by fires, forced entries, intrusions, malfunctioning of installations, etc... The Company staff must monitor the control systems in the Control Room and must, specifically, immediately activate the procedures indicated by the EUI.
- 5) **Keep and manage at the Control Room all the keys** to the individual spaces, classrooms, offices, etc., handing them over to those who have the right to ask for them, and entering their return in the appropriate computer and/or paper register. Obviously, the operator is also responsible for then requesting the person to whom they have been entrusted to return them promptly;
- 6) **Write an end-of-shift report** (by compiling an appropriate computer log) and to send this, when complete, via email to the EUI representatives in order to keep them up to speed on everything that has happened (whether ordinary or extraordinary) during the last guard shift.
- 7) **Hand over** to his/her colleague on duty during the next shift to ensure continuity of service.

During the validity of the contract, the Contracting Authority reserves the right to assign additional duties to guards in addition to those listed above

7.2 - Carrying out the Control Room service

The Control Room service shall be carried out according to the procedures specified in Article 7 above and repeated here:

- One (1) guard to work from 8am - 7pm from Monday to Friday (except for the days when the EUI is closed as per the calendar Annex F);
- One (1) guard to work from 5:00pm - 8:00am on the days when the EUI is open to the public, and from midnight - midnight on the days when the EUI is closed to the public (as per the calendar Annex F).

An estimated and non-binding summary indicates a total of approximately 9,216 hours per year for the Control Room service. The hours of work, and consequently the number of hours of service referred to above, are to be considered indicative. In reality, the quantities relate to a presumed need and cannot be regarded as binding since these are operators whose remit may change over time in relation to variations in factors that are not accurately foreseeable.

The EUI shall have the right to vary the timetables, to increase or decrease the locations and hours of service described above, at its sole discretion and with minimum notice, as agreed by the Contractor in its technical offer under item T1 (with a maximum acceptable value of 8 hours), by notifying the Technical Manager of the Service via e-mail. The Company is required to adapt with no further claims, except for the

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hourly rate for the hours actually worked. On the occasion of events, conferences, seminars, etc., it may be necessary to extend the working hours of the service, even at hours considered night-time and/or during holidays.

No variations in the implementation of the service are permitted with respect to these Special Tender Specifications **unless previously and formally authorized by the EUI**. The onus shall be on the Company to adapt the service to the Institute’s specific internal organizational needs that may result in changes of hours, tasks, and/or others not expressly envisaged (e.g. transfer of services, opening/closing of accesses, acquisition/disposal of premises, etc.).

As part of a future expansion of the service, the Contractor is required to quote a price to provide a patrol car service for our headquarters at the Badia Fiesolana. This can then be used by the Control Room staff to carry out any emergency interventions at other locations of the Institute’s campus. This additional service will not be required at the start of the contract but may be required at a later stage.

Article 8 - Day/night-time inspection service for the premises

A day/night-time inspection service must be provided for all the Institute’s premises, as shown in Table 2.3 below, with frequency indicated by the Institute and within the following timeframes:

- From 8:00am to 8:00pm for the daytime inspections;
- From 10:00pm to 6:00am for the night-time inspections.

The service will include entering every building and carrying out a complete patrol of all the corridors and transit routes with visual verification of any technical problems (water leaks, active alarms, faulty locks or fixtures, etc.), detection of any suspicious or unauthorized persons inside the building and prompt notification of the type of problem found to both their own operations centre and the Control Room. Depending on the type of premises, the operator responsible for inspection may be asked to check that some spaces are securely closed. The work shifts of the personnel employed in the service cannot be longer than 8 consecutive hours and between one shift and the next there must be at least 16 hours of rest.

8.1 - Carrying out the service

The Contracting Authority will grant the use of its operations centre to day/night-time inspection staff so as to provide adequate coordination and bi-directionally transmit any information and reports to the operator on duty at the Badia Fiesolana Control Room.

During the day/night-time inspection service, the operator should provide all the information concerning the inspection carried out (start time, end time, anomalies found) to the Control Room operator so that the latter can accurately and comprehensively log whatever is necessary in the end-of-shift report which will then be sent to the Contracting Authority’s representatives.

By way of illustration, the table below shows a list of the EUI premises where the day/night-time inspection service is currently carried out.

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Premises		Address	Indicative service requested during EUI'S weekdays	Indicative service requested during EUI's holidays
1	Badia Fiesolana	Via dei Roccettini, 9 - 50014 San Domenico	n. 1 nighttime inspection	n. 1 nighttime inspection
2	Palestra Badia Fiesolana	Via dei Roccettini, 11 - 50014 San Domenico	n. 1 nighttime inspection	n. 1 nighttime inspection
3	Villa Sanfelice	Via dei Roccettini, 3 - 50014 San Domenico	n. 1 nighttime inspection	n. 1 nighttime inspection
4	Villa Paola	Via dei Roccettini, 3 - 50014 San Domenico	n. 1 nighttime inspection	n. 1 nighttime inspection
5	Villa Schifanoia e Cappella	Via Boccaccio, 121 - 50133 Firenze	n. 1 nighttime inspection	n. 1 nighttime inspection
6	Casale	Via Boccaccio, 121 - 50133 Firenze	n. 1 nighttime inspection	n. 1 nighttime inspection
7	Villino	Via Boccaccio, 121 - 50133 Firenze	n. 1 nighttime inspection	n. 1 nighttime inspection
8	Villa Salviati HAEU archivi ipogei	Via Bolognese, 156 – 50139 Firenze	n. 5 nighttime inspections	n. 5 nighttime inspections n. 2 daytime inspections
9	Manica Villa Salviati	Via Bolognese, 156 – 50139 Firenze	n. 1 nighttime inspection	n. 1 nighttime inspection
10	Castello Villa Salviati	Via Bolognese, 156 – 50139 Firenze	n. 1 nighttime inspection	n. 1 nighttime inspection
11	Villa Il Poggiolo	Piazza Edison, 11 – 50133 Firenze	n. 1 nighttime inspection	n. 1 nighttime inspection
12	Tipografia	Piazza Edison, 11 – 50133 Firenze	n. 1 nighttime inspection	n. 1 nighttime inspection
13	Convento di San Domenico	Via delle Fontanelle, 19 - 50014 San	n. 1 nighttime inspection	n. 1 nighttime inspection
14	Villa la Fonte	Via delle Fontanelle, 10 - 50014 San	n. 1 nighttime inspection	n. 1 nighttime inspection
15	Villa Raimondi	Via Boccaccio, 109A - 50133 – Firenze	n. 1 nighttime inspection	n. 1 nighttime inspection
16	Villa Pagliaiuola	Via delle Palazzine, 17/19 - 50014 San	n. 1 nighttime inspection	n. 1 nighttime inspection
17	Villa Malafrasca	Via Boccaccio, 151 - 50133 Firenze	n. 1 nighttime inspection	n. 1 nighttime inspection
18	EUI Flats - PAB	Via Faentina, 384A - 50133 Firenze	n. 3 nighttime inspections	n. 3 nighttime inspections
18	EUI Flats - PDM	Via Faentina, 94/B - 50014 Firenze	n. 3 nighttime inspections	n. 3 nighttime inspections
20	Palazzo Buontalenti	Via Cavour, 64 - 50121 Firenze	To be established during the course of the contract	To be established during the course of the contract

Table I – Institutional premises and indicative day/night-time inspection service requested

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The sequence and times with which the inspections will be carried out will vary from day to day and must never be repeated more than once a month.

The EUI shall have the right to vary the timetables, to increase or decrease the locations and hours of service described above, at its sole discretion and with minimum notice of 3 hours, by notifying it to the Technical Manager of the Service via email. The Company is required to adapt with no further claims, except for the hourly rate for the hours actually worked. On the occasion of events, conferences, seminars, etc., it may be necessary to extend the working hours of the service, even at hours considered night-time and/or during holidays.

No variations in the implementation of the service are permitted with respect to these Special Tender Specifications **unless previously and formally authorized by the EUI**, and the onus shall be on the Company to adapt the service to the Institute’s specific internal organizational needs that may arise resulting in changes of hours, tasks, and/or others not expressly envisaged (e.g. transfer of services, opening/closing of accesses, etc.).

In addition to the inspections referred to in this Article, following the triggering of a fire or security system alarm (during the hours when the Contractor’s security guards are manning the Control Room) or a report from the Institute’s personnel, the Contractor must guarantee 24 hours a day, 365 days per year, an intervention by a patrol car at all the Institute’s premises within 10 minutes from the request/call.

Article 9 – Portering service

The portering service is required for the reception desks at some of the Institute’s premises and for the library at the Badia Fiesolana headquarters.

The main tasks of the porter shall consist of: providing assistance to the Institute’s administrative and academic personnel, welcoming visitors, ensuring the presence of staff at the entrance to monitor and identify persons entering and leaving, delivery and collection of correspondence, verifying the general maintenance status of the buildings, the management of keys, and ensuring compliance with environmental and health & safety procedures.

9.1 - Specific responsibilities of the porter

Without prejudice to the Institute’s right to increase or decrease the services required of the portering staff, below is a non-exhaustive list of the porter’s specific tasks.

Specifically, the porter at the Institute’s various reception desks must:

- ensure that the reception desk is always manned in order to check and identify the persons entering and leaving;
- welcome visitors and provide general information to international users, primarily in English;
- book taxis for staff and guests on request;
- whenever necessary, direct phone calls received at the reception to various extensions, and provide the public with initial information;
- offer support and be a point of reference for users of the site allocated to understand any needs and annoyances before they turn into problems to be resolved;

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- keep an eye on the building allocated, trying to be aware of problems with maintenance, cleaning, and security;
- carry out a quick daily check on the general state of the rooms, on the thoroughness of the cleaning carried out and on the functioning of all the installations at the premises allocated, check the compliance with the periodic cleaning schedule and promptly inform the Institute’s managers of any shortcomings;
- send reports to the competent maintenance service by opening Tickets on the Help Desk platform, if possible before users do so, and schedule by mutual agreement with the competent services, activities of ordinary and extraordinary maintenance in order to minimize the impact on the Institute’s activities;
- collaborate with the staff of maintenance and removal firms and verify correct performance of their activities and work;
- manage incoming and outgoing post in good time for the arrival of the internal mail transport service;
- prepare the rooms by retrieving the necessary information from the portal dedicated to the management of events and provide assistance for all the activities necessary for the successful holding of an event; particular attention must be paid when the same room is being used for several events, so that everything takes place correctly without hitches;
- in the event of necessity, act as a driver for the shuttle service and/or for the carrying out of specific services that may be requested during the validity of the contract;
- be available to provide support for events and dinners, according to the rosters established;
- update when necessary the porter’s diary of the premises allocated so as to simplify replacements;
- always wear during working hours the appropriate uniform required by the Institute both for ordinary and extraordinary services.

The Porter must also:

- carry out surveillance and monitoring of accesses and communal spaces also via video surveillance systems (if present);
- keep accesses free by ensuring that only authorized vehicles are parked in front of the entrance to the Institute’s offices;
- promptly notify the Institute’s managers of any picking up of materials, bulky packages or equipment by staff not assigned to the portering, maintenance or cleaning services;
- at the end of the working hours, carry out an inspection of the premises and communal areas ensuring that all the doors and windows are properly closed and if necessary switching off lights, audio-visual equipment and air conditioners;
- ensure that rooms containing equipment of significant value are securely locked whenever they are unattended or unused;
- promptly notify any accidents, damage to materials or furniture owned by the Institute or anomalous situations and/or hazards to the Contracting Authority’s managers;
- keep and manage at the porter’s office all the keys to the individual spaces, classrooms, offices, etc., handing them over to those who have the right to ask for them, and reporting their return in the

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- appropriate computer and/or paper register. The operator shall also be responsible for then requesting the person to whom they have been entrusted to return them promptly;
- delivery and collection of correspondence (letters, envelopes, parcels) within the rooms of the premises allocated as indicated by the Institute. This task also includes cooperation with the mail service and following a policy for the sorting and/or sending of information material;
- participation in the emergency team and the Institute’s first aid service. Staff must be in possession of the requisites and training required by the legislation in force and will intervene in the case of emergencies in accordance with the procedures set out in the emergency plans of the various premises.
- Staff changeover between shifts. This task involves conveying all the information regarding the status of the service, ongoing activities and any anomalous situations both inside and outside the premises concerned.

During the execution of the contract, the Contracting Authority reserves the right to allocate additional tasks and duties to the porters, in addition to those listed above, and to modify the opening and closing times. On the occasion of events, conferences, seminars, etc., it may be necessary to extend the working hours, even at hours considered night-time and/or during holidays. The Company is required to adapt with no further claims, except for the hourly rate for the hours actually worked at the rate offered during the tendering procedure.

For the type of work required, porters must possess good communication and relational skills, a good knowledge of English, a good attitude to team work, good organizational skills and be able to competently use the computer programmes of the MS Office suite and email systems to successfully deal with any requests that may arrive while they are on duty. The porter must possess a driving licence valid in Italy. The Company must make an offer for this service that includes an hourly rate depending on the day and time involved, which will produce a total annual cost (see Annex C – Economic Offer Lot 1).

The porter at the Library will be primarily responsible for the following tasks:

- Lights and accesses
For Saturday work, to open the entrances at 8.30am after turning on the lights on all floors.
- Anti-theft
On Saturday morning, upon opening, to turn on the anti-theft gate and turn it off every evening when closing the Library.
- General tasks
Control access to the library in accordance with the regulations in force. In no case may people without an EUI card enter the Library.

At the end of the shift, carry out a tour of inspection to verify that there are no users inside, close the windows, and turn off the lights on the various floors.

Periodically, the porter is required to check the operation of the table lamps and in case of need replace the bulbs with those kept as spares, check the status of the curtains, chairs and furnishings present in the public rooms and report any faults to the Contracting Authority’s managers.

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9.2 – Carrying out the service and working hours

The portering service will be provided for the days the Institute is open on the basis of the official calendar of holidays which may differ from the national holidays. By way of illustration, attached to these specifications Annex F is the official calendar of holidays observed by the Institute for the year 2019. The hours of service required and the premises at which there is a porter service are described in the following table.

Premises	Address	Days	Hours	Number of external employees	Total hours
Badia Fiesolana	Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)	Mon.-Fri.	8:00 - 19:00	3 employees at 8h	24
Badia Fiesolana (BIBLIOTECA)	Via dei Roccettini, 9 – 50014 San Domenico di Fiesole (FI)	Mon.-Fri.	19.00 – 23.00	1 empolyees at 4h	4
		Sunday	8.30 – 23.00	2 employees at 7.15h	14.5
Villa Salviati	Via Bolognese, 156 – 50139 - Firenze	Mon.-Fri.	8:00 - 19:00	1 employee at 8h	8
Villa Schifanoia	Via Boccaccio, 121 - 50133 Firenze	Mon.-Fri.	8:00 - 19:00	1 employee at 8h	8
Villa La Fonte	Via delle Fontanelle, 18 – 50014 – San Domenico di Fiesole (FI)	Mon.-Fri.	8:00 - 19:00	1 employee at 8h 1 employee at 6h	14
Convento di San Domenico	Via delle Fontanelle, 19 – 50014 – San Domenico di Fiesole (FI)	Mon.-Fri.	8:30 – 13.00 14.00- 17.30	1 employee at 8h	8
Villa Il Poggiolo	Piazza Edison, 11 – 50133 Firenze	Mon.-Fri.	8:30 – 13.00 14.00- 17.30	1 employee at 8h	8
Total hours annual carried out at the reception (46 weeks)					16.100
Total hours annual carried out at the library (46 weeks)					1.587
Total hours					17.687

In virtue of its characteristics and peculiarities, the European University Institute may require additional staff for the portering service to be carried out at their premises or in other venues also on days and at times other than those listed in Table 2 above, upon request and with a minimum notice of 4 hours, or better, depending on what the company has offered during the tendering procedure. The Company undertakes to cover these services using trained staff, preferably the same staff already employed for the Contract.

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The Institute currently has 9 external employees available daily providing a regular portering service for a total of approximately 16,100 hours, plus 2 people on duty at the Library (afternoons and Saturday) for a total of approximately 1.587 hours.

The hours of work and consequently the number of service hours indicated above cannot be regarded as binding since these are operators with remits that may change over time in relation to variations in factors that are not accurately foreseeable, such as reductions in funding by EU Member States which would inevitably oblige the Institute to reduce the services contracted.

The Institute shall have the right to vary the timetables, to increase or decrease the locations and hours of service described above, at its sole discretion, and with a minimum notice of 8 hours, by notifying the Technical Manager of the Service via e-mail. The Company is required to adapt with no further claims, except for the hourly rate for the hours actually worked. No variations in the implementation of the service are permitted with respect to these Special Tender Specifications unless previously and formally authorized by the EUI. The Contractor shall bear the burden of adapting the service to the Institute’s specific internal organizational needs that may arise resulting in changes of hours, tasks, and/or others not expressly envisaged (e.g. transfer of services, opening/closing of premises, accesses, etc.) without any additional cost.

Article 10 - Shuttle Service with Driver

The European University Institute has a campus consisting of 14 branches within a radius of approximately two kilometres from its headquarters at the Badia Fiesolana where part of the teaching and/or administrative activities take place.

In detail, the premises are those referred to in the previous Article 6. Given the location of the various premises and the researchers’ residences, in order to facilitate the movement of persons between one branch and another as well as the delivery and collection of mail, it is necessary to provide a shuttle service with a means of transport that can carry 9 persons (including the driver). The service is currently being carried out using three vehicles belonging to the Institute, namely: a Ford Tourneo, a Nissan Evalia (electric) and a Mercedes Vito, the latter bearing diplomatic number plates.

To give a quotation for this service, the Company should fill in part X of **Annex C – Economic Offer Lot 1**.

10.1 - Carrying out the service

The transport of persons and the internal mail between the various EUI premises must be carried out promptly and regularly on the days the Institute is open, as per the attached calendar (Annex A) carefully following the instructions in the Driver’s Handbook (Annex G).

Currently, the shuttle service operates using 2 vehicles (A and B) from Monday to Friday; one that runs from 08.05am to 5.40pm (Shuttle A) and the other from 08.20am to 6.00pm (Shuttle B) for a total of 4,140 hours per annum inclusive of an evening run. The evening run of Shuttle A (19:05pm - 19:40pm) is carried out by one of the porters. In Annex H is a chart showing the current shuttle timetables.

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Shuttle Service	Service Hours	Daily Hours	Weekly Hours	Yearly Hours
Shuttle A	08:20 - 13:15	9.45	48.45	2242.30
	13:50 - 18:00			
	19:05 - 19:40			
Shuttle B	08:05 - 12:45	8.15	41.15	1897.30
	13:10 - 17:40			
Total		18	90	4.140

As for the portering service, the working hours and, consequently, the number of hours for the service referred to above are to be considered indicative. The quantities relate to presumed needs, since these may change over time in relation to variations in factors that are not accurately foreseeable.

The Contracting Authority shall have the right to vary the timetables, to increase or decrease the routes and the hours of the service described above, at its own discretion, by sending an e-mail or communicating directly with the driver. The Institute also reserves the right to modify, in whole or in part, the location of the premises of departure and/or arrival and the location and number of intermediate stops.

The company is obliged to adapt with no further claims, except for the hourly rate for the hours actually worked. On the occasion of events, conferences, seminars, etc., it may be necessary to extend the working hours of the service, even at hours considered night-time and/or during holidays. No variations in the implementation of the service are permitted with respect to these Special Tender Specifications unless previously and formally authorized by the EUI, and the onus shall be on the Company to adapt the service to the Institute’s specific internal organizational needs that may arise resulting in changes of hours, tasks, and/or others not expressly envisaged.

During the execution of the service, in the event of delays exceeding 15 minutes due to unforeseen reasons of various kinds (breakdowns, malfunctions, accidents, etc.), the operator shall promptly inform the Institute’s management of the reasons that have caused the delay. The Institute reserves the right to evaluate the reasons presented and should they not be deemed valid will apply the penalties described in Article 21 below.

In order to facilitate users in planning trips, the Institute has set up a system (www.quandopassa.it) which monitors shuttles and calculates waiting times for stops, providing users updated transit estimates in real time.

The EUI reserves the right to cancel entire days of service with a minimum notice of 24 hours and in this case the hourly fee for the whole day will not be paid; the Institute also reserves the right to request additional services to transport people (see Article 11) to be carried out with a minimum notice of 4 hours. These services will be paid according to the hourly rate offered by the Company. Should the Institute cancel one or more runs within the same day, the Company shall receive the agreed daily fee in full.

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In the case of particularly severe weather conditions or significant socio-political events (e.g. protests, unannounced strikes, roadblocks, etc.), the Institute will notify the driver of any changes to the route or the cancellation of one or more runs. In the absence of this kind of notification, the Company shall be obliged to carry out the service.

10.2 - Management of the vehicles used for the service

From the start of the service, scheduled for 1 September 2019, the people transport service will be carried out using vehicles provided by the Contracting Authority.

The Contracting Authority shall be responsible for the costs and management tasks related to these vehicles (maintenance, administrative duties, insurance, bodywork repairs, accident management, dealing with fines, etc.). In the event of a breakdown and/or accident, the Company must immediately inform the service manager who will organize the repairs.

At the end of the service, the vehicle must be returned to the premises where it was picked up and shall remain there until the following day.

The driver shall be responsible for the vehicle upon taking delivery of it until the end of the service which will take place with the return of the vehicle.

Please note that in the case of damage to the Institute's vehicle and/or to parts of it caused by Company staff due to improper conduct or negligence, the Institute will use its insurance coverage but shall charge the company for any damage not covered by the insurance and/or the exemptions envisaged by the policy including the cost of renting a replacement vehicle.

10.3 - Fuel and washing

Inside each vehicle is a fuel card which must be consigned each month to the service manager accompanied by receipts from the authorized service station. The vehicles used for the shuttle service must undergo periodic cleaning (fortnightly) both inside and outside by an authorized car wash. Normally, the vehicles are picked up and returned by the car-wash staff but where this is not possible, the Company staff who carry out the shuttle service shall deliver and/or pick up the vehicle.

10.4 - Persons authorized to use the service

Those authorized to use the shuttle service are all members of the Institute who possess an EUI Card, after being identified via the aforementioned badge.

10.5 - Requirements and obligations of staff engaged in carrying out the service.

The staff who carry out the shuttle service must:

- a. be identifiable by an appropriate ID card.
- b. follow rules of behaviour marked by criteria of courtesy and good manners and wear the uniform provided by the Institute or, at the request of the latter, sober smart clothes;
- c. maintain absolute confidentiality with regard to any information they may learn while carrying out the service;
- d. drive safely and smoothly respecting the contents of the "Driver's Handbook" (Annex G);

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- e. store and firmly secure the travellers' luggage, if any;
- f. transport internal correspondence and/or small parcels with delivery/collection at the Institute's porters' offices; the company shall be responsible for any loss and/or damage of the material transported until it is consigned to the portering staff;
- g. demonstrate that they do not make use of alcohol, narcotic drugs or psychotropic substances;

It is forbidden for the driver of the vehicle on duty to:

- a. stop the vehicle and interrupt the service unless in definite cases of *force majeure* or danger;
- b. carry unauthorized persons;
- c. smoke or eat during the run;
- d. use a mobile phone without earphones;
- e. harass and/or ask for payment from the passengers;
- f. remove and/or conceal the vehicle's distinguishing signs;
- g. hamper the work of cleaning staff and gardeners engaged in work inside the Institution's premises;
- h. behave incorrectly in a way that is inappropriate for the service carried out;
- i. transport animals;
- j. let the vehicle be driven by unauthorized persons even if they have a valid licence.

At the sole discretion of the Institute, should the staff employed for the service behave in a way that is contrary to the obligations and requirements referred to above, the Company undertakes to quickly replace the operator within a maximum of 5 days from the request.

Article 11 - Additional services upon request

In relation to the services described in Articles 7, 8, 9 and 10 of these Special Tender Specifications, as already described in each individual article, the European University Institute reserves the right to ask the Contractor for additional services which must be provided under the same contractual conditions.

In principle, the additional services that most frequently became necessary in the past were:

- An armed surveillance service, day or night, at one or more premises of the Institute;
- An unarmed surveillance service, day or night, at one or more premises of the Institute (also temporarily);
- A security service with unarmed personnel for parties organized by the Institute's community of researchers;
- A portering service at one or more premises of the Institute (also temporarily);
- Additional patrols, day and night, at one or more premises of the Institute (also temporarily);
- Additional shuttle services for one or more premises of the Institute.

The notice with which the Institute will notify the Contractor of any additional requirements will be at least 4 hours.

Article 12 - Staff and their training - Mandatory Requirements

To carry out the activities referred to in these conditions please note that:

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- The organization of work, coordination and control of the staff employed (also as regards holidays, leave, and absences and consequent replacement of absent staff) shall be the responsibility of the Company;
- To carry out the activities referred to in these specifications the Company shall avail itself of its own human resources.

The staff used for carrying out the service, under penalty of exclusion, must be trained to cope with emergencies as per Legislative Decree 81/08 as amended and integrated, and in possession of certificates of attendance at an **Entry-Level “Fire Officer”** course as per Ministerial Decree 10/03/1998 of the Ministry of the Interior, as well as a **Level B “First-Aid Course”** as per Ministerial Decree 388/2003 of the Ministry of Health.

The staff who will carry out the service at the Institute (except for the security guards) must be employed under the Multiservice Collective Bargaining Agreement. In view of the tasks required, the minimum classification must be at least Level III.

It should be noted that at the moment staff employed in the portering and shuttle services, following the previous tender, are employed under the National Collective Bargaining Agreement for employees of Institutions and Enterprises of Surveillance and Trust Services under the Trust Services section, with 8 employees in Level D and 1 in Level C who works as a coordinator as illustrated in the table below.

Operatore	% part-time	Scadenza Contratto	Mansione	Orario	Data Assunzione	Scatti Anzianità	Prossimo Scatto	Liv.
Operatore 1	100%	Tempo Ind.	Addetto portineria	40 ORE SETTIMANALI	01/05/2017	0	01/05/2020	C
Operatore 2	100%	Tempo Ind.	Addetto portineria	40 ORE SETTIMANALI	01/05/2017	0	01/05/2020	D
Operatore 3	100%	Tempo Ind.	Addetto portineria	40 ORE SETTIMANALI	01/05/2017	0	01/05/2020	D
Operatore 4	100%	Tempo Ind.	Addetto portineria	40 ORE SETTIMANALI	01/05/2017	0	01/05/2020	D
Operatore 5	100%	Tempo Ind.	Addetto portineria	40 ORE SETTIMANALI	01/05/2017	0	01/05/2020	D
Operatore 6	100%	Tempo Ind.	Addetto portineria/Navettista	40 ORE SETTIMANALI	01/05/2017	0	01/05/2020	D
Operatore 7	60%	Tempo Ind.	Addetto portineria/Navettista	24 ORE SETTIMANALI	01/05/2017	0	01/05/2020	D
Operatore 8	100%	Tempo Ind.	Addetto portineria/Navettista	40 ORE SETTIMANALI	01/05/2017	0	01/05/2020	D
Operatore 9	67,50%	Tempo Ind.	Addetto portineria	27 ORE SETTIMANALI	17/11/2017	0	01/12/2020	D
Operatore 10	75%	31/08/2019	Addetto portineria/Navettista	30 ORE SETTIMANALI	08/05/2018	0	01/06/2021	D
Operatore 11	100%	19/08/2019	Addetto portineria	40 ORE SETTIMANALI	20/08/2018	0	01/09/2021	D
Operatore 12	100%	31/08/2019	Addetto portineria	40 ORE SETTIMANALI	07/01/2019	0	01/02/2022	D

We hereby confirm that the base bid price of the present contract for the portering and shuttle services was drawn up by multiplying the number of annual hours by the hourly rate of the Multiservice Collective Bargaining Agreement Level III.

For the type of work required, porters must possess good communication and relational skills, a good knowledge of Italian and English equal to or higher than the B2 level (according to the Common European Framework of Reference for Languages, QCER/CEFR), a good attitude to team work, good organizational skills and be able to competently use the computer programmes of the MS Office suite and email systems to successfully deal with any requests that may arrive while they are on duty. The porter must possess a Type B driving licence valid in Italy.

Such requirements should already be possessed on beginning the service. All the staff proposed will be interviewed and/or take written tests in order to evaluate the linguistic skills necessary for the proper

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performance of the duties required. These tests will be run by a special internal committee of the Institute and the exact dates of the candidates' interviews will be agreed with the Tenderers after the opening of the offers.

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

- a full list with the names of each employee showing the date and place of birth, qualifications, and details of their insurance and social security status as well as the times and divisions of the working week;
- a copy of the extract from the register for personnel employed under the contract (LUL Employment Ledger);
- a copy of the employment cards of the above staff (notification of employment);
- an extract from the criminal records for all personnel employed under the contract;
- a copy of the D.M. 10 form UNIEMENS receipt (monthly N.I. declaration form);

The same documents must be presented whenever the staff employed are changed or replaced, or new staff are hired, within three days from the variation.

Service personnel must be employed and under the sole responsibility of the Company, which shall answer directly for the behaviour of its employees, for any shortcomings in relation to these Special Tender Specifications, and any damage to the EUI and third parties caused by the employees themselves.

The company should avail itself of specialized personnel who can access the Institute's premises with full respect for all the relevant safety precautions and the Institute's Rules of Procedure which can be consulted at the following address: <http://www.eui.eu/About/SafetyandSecurityPolicy.aspx>

The Company undertakes to check these procedures in advance.

The European University Institute reiterates the need that all personnel employed by the Contractor be informed, coached and trained in the following matters in particular:

- the prevention of risks arising from the work environment;
- implementation of the service;
- management of emergencies and firefighting.

Company employees are obliged to maintain behaviour characterized by the greatest education and correctness in respect of the personnel and users of the EUI, and to always act professionally in a way that ensures the correct and effective performance of the services they have been assigned. They must therefore observe the following rules:

- be equipped with any personal protective equipment in compliance with the Ministry of Health Decree of 28/09/1990 and Leg. Dec. 81/2008 as amended and integrated (where necessary);
- wear suitable clothing/uniforms kept perfectly clean and tidy;

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- wear an ID card showing the operator’s name and surname, the company they belong to, and the type of service performed;
- always carry a personal ID document,
- carry out the operations assigned to them according to the rules of procedure laid down;
- in carrying out the service, never take orders from anyone other than their own manager;

All personnel are obliged to maintain secrecy regarding any information and/or circumstances they may become aware of during their work in accordance with the laws in force as well as the internal regulations of the Institute which can be consulted at the following address: <http://www.eui.eu/About/DataProtection>
It is prohibited to use telephones, photocopiers, computers and equipment in general installed at the buildings object of the contract for personal use. During the execution of their duties and while inside the Institute’s premises, the Company’s personnel must not smoke and must also limit the use of their mobile phone exclusively to work needs.

Article 13 – Continuation of service

The Contractor is obligated to carry out the services referred to in this tender without interruption. Under no circumstances therefore may there be a suspension or discontinuation to service, which is to be assured at all times, under threat of penalties outlined in the below Article 27, with the exception of major damage whereby the Contracting Authority would be compelled to organise the service directly.

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

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

CHAPTER III - OBLIGATIONS AND COSTS RELATIVE TO EXECUTION OF SERVICE

Article 14 – Obligations and costs 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, in the service contract and in the invitation Letter.

The Company shall be held directly accountable for any bodily injury and/or property damage and any damage to the Contracting Authority; any compensation shall be borne completely and exclusively by the Company.

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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 as a partial result or consequence of the entrusted services.

The Company undertakes to respect and enforce among its employees, worker members, operators and/or collaborators in various capacities, its Data Protection policy, as mentioned in the Decision of the President no. 10 of 18 February 2019, accessible at: <https://www.eui.eu/About/DataProtection>

Article 15 – 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 16 - Insurance Policies

With regard to the obligations entered into with the presentation of its offer, the Company expressly releases the Contracting Authority from any and all liability in cases of injuries or damage that may be incurred by persons or property, belonging to the Contracting Authority, to the Company, to third parties, and having occurred in relation to activities performed in fulfilling contractual obligations.

In order to participate in this tender, each competitor must demonstrate that they have taken out, with a leading insurance company, one or more policies that cover the Company's civil liability, also as regards its employees, contractors or subcontractors, towards the Contracting Authority, other third parties (TPL), employees or associates (LTB) and the contract itself (CCL).

The guarantee ceiling should be appropriate to the activities covered by this contract, including all of the operations and activities necessary, additional and complementary, none excluded or excepted, and cannot in any case be less than Euro 2,000,000.00 per damage, per person and per object.

Each Company is asked to submit a copy of these policies in their tender offer along with the administrative documentation.

The Company shall also be responsible for any damage caused to the property that the Institute lends it to carry out the service, and therefore in the case of accident it must bear any costs not covered by the Institute's insurance policies.

Article 17 - Technical Manager of the service

The company must nominate, notifying the Institute, its own Technical Manager to organize and run the service, as well as a replacement should he/she be unavailable, to oversee the organization and overall

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running of the service and with the legal capacity to fulfil all the requirements expected by the contract. In addition to a telephone number and email address for each time-sensitive communication that proves necessary, the manager and his/her replacement must be equipped with a mobile phone and be contactable 24/7.

The Technical Manager, as well as his/her replacement, identified by the Company's legal representative, must possess the legal capacity to arrange all the formalities required for the proper execution of the contract and be able to supervise the personnel employed in the carrying out of the service in order to observe the tasks, functions and whatever has been contractually agreed for the timely operation of the service; moreover he/she should arrange operational measures that allow the timely resolution of any unforeseen problems related to the smooth running of the service.

In particular, the Technical Manager of the service must:

- a. possess full knowledge of the rules and conditions of the contract;
- b. coordinate the carrying out of contractual activities according to criteria agreed upon with the Contracting Authority representative;
- c. ensure a constant link between the activities covered by the contract and the Contractor's offices responsible for running the Institute's services;
- d. draw up service provisions in accordance with the directives issued by the Contracting Authority representative;
- e. ensure continuity of service even on the occasion of sudden staff absences;
- f. ensure that the staff normally employed under the contract form part of the list supplied to the Contracting Authority representative on starting the service;
- g. notify the Contracting Authority representative of any *force majeure* and/or anomalies that prevent the regular carrying out of the services or might represent a critical element for the security of the EUI sites;
- h. propose to the Contracting Authority representative the justified replacement of any employees of the Contractor, providing at the same time a list of the replacements' names.

The Technical Manager of the service shall appoint an "on-site" Service Coordinator tasked with coordinating the various services contracted.

Article 18 - Conditions for carrying out the service

The organization of the service is wholly the responsibility of the Company, which must use its own materials and staff in order to ensure the smooth running of the service. The Company, understood as remunerated by the contractual fees, shall be responsible for all charges, expenses and risks relating to the provision of the services covered by the tender and any activity necessary for the performance of the same or, however, appropriate for a correct and complete fulfilment of the obligations expected.

Should specific security conditions so require, the access of Company staff to areas where they are to provide the services object of this contract may be subject to obtaining special authorization from the Institute. To this end, the Institute will advise the Company, according to its requirements, that it intends to exercise the present clause, without any obligation to specify the reasons for their choice. In this case, the

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Company undertakes to submit to the Institute a list of the staff responsible for that specific service, accompanied by copies of a valid ID document.

The Contracting Authority has the right to ask the Company to replace any staff who, during the execution of the service, have generated grounds for complaint or have adopted a behaviour that is not consonant with the work environment.

The Company shall ensure that all the services are performed in accordance with principles of best practice, in compliance with the rules in force and according to the conditions, procedures, terms and requirements contained in the tender documentation, on penalty of the contract being declared null and void. The company is obliged to ensure absolute continuity in the performance of the service contract agreeing the procedure to be followed in the presence of situations which might affect regularity with the Contracting Authority's representative.

In its execution of the contract, the Company undertakes to observe all the rules and technical and safety requirements in force, as well as any that may be adopted after the contract has been signed. Any additional costs arising from the need to observe the rules and regulations referred to above, even if they enter into force after the signing of the contract, shall remain the exclusive responsibility of the Company, understood in any case as remunerated by the contractual fees, and the Company cannot, therefore, advance any claim for compensation from the European University Institute in any form or manner.

The Company specifically undertakes to indemnify the European University Institute from all consequences arising from any failure to comply with the rules and technical and safety requirements in force.

The Company undertakes to apply the existing National Collective Bargaining Agreement relating to the multiservice categories for the portering and shuttle services, and Institutions and Enterprises of Surveillance and Trust Services for staff employed in the services of surveillance, monitoring and inspections, and to observe the consequent provincial and local labour agreements as regards regulations and pay, even if they have expired, until their replacement for the entire duration of the contract – on penalty of the contract being declared null and void – indemnifying the Institute from any responsibility in this regard.

The Contractor must guarantee their employees respect for statutory minimum wage agreements. The aforementioned obligation is binding on the company even if it does not belong to signatory associations or has withdrawn from them, and irrespective of its nature, structure, and size and any other juridical, economic or trade-unionist qualification.

In the event of breaches of the obligations referred to above, the Contracting Authority shall notify the company of the irregularities found and report these to the competent Labour Inspectorate, reserving the right to confiscate the entire performance bond which the Company must replace immediately. The sum forfeited shall be returned only when the aforesaid Inspectorate has stated that the company has rectified the problem.

The non-fulfilment of fiscal, social security and insurance obligations established by the European University Institute reported to it by the Labour Inspectorate will constitute a breach by the Contractor which may result in termination of the contract.

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Article 19 - Responsibilities of the Company

The Company shall assume all responsibility in the event of accidents or damage to persons and things that may occur deriving from the contract, whatever their nature or cause.

The Company shall be entirely responsible for risks of loss, theft and damage during the transport of domestic mail, small parcels, or any kind of object belonging to the Institute entrusted to the Company for the execution of the service, except for cases of risks, losses and damages due to acts attributable to the Institute itself.

The Company shall also be responsible for:

- all the charges and risks related to the performance of the activities and services covered by this contract, as well as any activity necessary to carry them out or, in any case, appropriate for proper compliance with the obligations expected, including those relating to any transport, travel and mission costs for the staff involved in carrying out the contract;
- fees relating to the insurance of its staff employed in carrying out the services covered by these Special Tender Specifications;
- observance of the rules deriving from existing laws and agreements relating to the recruitment of labour and safety at work, involuntary unemployment, invalidity and old-age pensions, and all other current regulations governing the executive phase of the contract;
- the adoption, in the carrying out of the services, of the procedures and all the precautions that apply to prevent the possibility of damage to public and private property and especially injuries to persons working there and to third parties, in compliance with the provisions of the laws in force. All responsibility in the case of accidents or damage during the carrying out of the service or caused by its staff, will therefore fall on the Company with the Contracting Authority being indemnified;

The amount of all the charges and obligations specified above is understood as included in the prices offered by the Company during the tendering procedure.

CHAPTER IV - EVALUATION OF THE SERVICE LEVEL AND PENALTIES

Article 20 - Evaluation of the service level

The service provided must match the contents of these Special Tender Specifications, the letter of invitation, and if an improvement, whatever was submitted by the Company during the tendering procedure.

The Contracting Authority shall have the right to perform checks, at any time and without notice, by means of its own representative or through third party agents, in order to verify the compliance of the service provided with the requirements laid down, with particular reference to:

- the suitability and appropriateness of the staff training programmes;
- organizational arrangements for the supply of the service.

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To this end, the Contracting Authority representative will also carry out visual inspections on how the service is being carried out. By way of example:

1. correct use of the installations and monitoring systems;
2. compliance with all the guidelines and procedures in use at the Institute;
3. courtesy, professionalism, and competent use of English when dealing with the public.

Article 21 - Breaches and penalties

Without prejudice to other penalties prescribed by statutory provisions, the Contracting Authority, in compliance with the rules contained in these Special Tender Specifications, reserves the right to apply a penalty system as described below, in addition to any extraordinary expenditure it has had to bear to ensure the smooth running of its activities:

Should any delays or inefficiencies be found, the Contracting Authority representative shall apply the penalty of € 500.00 in the following cases:

- a) for each unjustified abandonment (even if momentary) of the Control Room or the porter's office;
- b) for each failure to act within the time laid down in Article 8.1, on request, or after an alarm signal from the technological security systems installed in the Institute's premises (CCTV, intrusion, fire, etc.);
- c) for each delay, beyond fifteen minutes, in manning the stations agreed with the Institute; a delay greater than one hour shall be considered an absence and will incur an additional penalty of € 1,000.00;
- d) for each failure to notify the Contracting Authority representative within 24 hours of the occurrence of the report expected in the case of events and/or abnormal situations related to the service and security of the Institute's premises;
- e) for each failure to replace Company staff considered unsuitable to carry out the service within two hours after a request from the Contracting Authority representative, by fax or mail;
- f) for any dereliction of duty of the service staff, found in the opinion of the Contracting Authority representative, such as: failure to comply with the operational provisions, attitudes that are rude and disrespectful towards the EUI personnel and third parties, lack of or incomplete uniforms and equipment for the service;
- g) for each missing tour of inspection, where expected and agreed with the Contracting Authority representative or his/her delegate, also in the absence of electronic control systems;
- h) for each repetition of the sequence of inspections within 30 days as referred to in Article 8.1;
- i) for each failure to replace unacceptable employees;
- j) for each shuttle service run missing in an unjustified manner (applicable only Lot 2) ;
- k) in the event that more people are transported on the shuttle than the vehicle should carry (applicable only Lot 2);

Failure to comply with the terms of delivery, testing and commissioning of security installations offered during the tendering procedure as improving elements, bearing a certification of conformity within the meaning of the law, will result in the application of a daily penalty of € 500.00, up to a maximum of thirty

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(30) consecutive calendar days, after which the EUI reserves the right to terminate the contract. Application of the penalties will be preceded by a justified written objection sent by the Contracting Authority representative by registered letter with acknowledgement of receipt, preceded by a fax, which the Company shall have the right to oppose, presenting its observations within 5 working days of receipt.

However, in the event of three (3) penalties being applied within one calendar year, the Institute reserves the right to terminate the contract pursuant to the meaning of Art. 1456 of the Civil Code via a simple administrative measure, with consequent execution of the service to the detriment of the Company concerned and forfeiture of its performance bond by way of penalty and compensation, without prejudice for higher damage suffered.

The amount of the penalty will be charged to the Company's receivables under the contract they relate to. In the absence of receivables or where these are insufficient, the amount of the penalty shall be taken from the performance bond. In the case of partial or total confiscation of the performance bond, the Company must replace the original amount within thirty (30) days from receipt of the request by the Institute.

CHAPTER V - EXCLUSION, SELECTION AND AWARING CRITERIA

Article 22 – Exclusion criteria

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;

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- 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.

Article 23 – Selection criteria

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 requirements

- 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 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 for 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 one-hundred-and-eighty (180) days, starting from the deadline for submission of its bid;

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- f) Proof of having carried out the inspection as per point 10 of the invitation letter.
- g) Having a number of employees employed in contracts and service in Tuscany Region not less than 30 units for Lot 1 and 20 units for Lot 2.

Requisites of economic-financial capability

- h) Possession of two bank references issued by primary Italian banks or authorised intermediaries as per Legislative Decree 385/1993 issued as of the date of this Letter of Invitation, stating that the bidding company has always paid its debts regularly and punctually and that it has the economic and financial capability to perform the services pursuant to this tender.
- i) 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 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 800,000.00 (eight hundred thousand/00) net of VAT for Lot 1 and Euro 870,000.00 (eight seven hundred thousand/00) net of VAT for Lot 2.
- l) Possession of a prefectural licence pursuant to Article 134 of the TULPS (“Consolidated Text of Laws on Public Security”) ONLY for Lot 1.
- m) Entered on the Prefecture’s “whitelist”.
- n) Possession (or prove to have activated the procedure for obtaining) of the following quality certifications, still valid: UNI EN ISO 9001; OHSAS 18001; SA 8000. This certification are requests for both Lots.

In the case of a TGC and/or consortium, the requirements listed under points (a) to (f) and the letter (m) 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 (n) 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 perform sample checks in order to verify the accuracy of the statements submitted by tenderers.

The Institute reserves the right to carry out spot checks to verify the accuracy of the statements made by the participants.

Article 24 - Awarding criteria Lot 1 and Lot 2

The technical offers must be separate and distinct for each lot.

Only the Offers that respect the criteria indicated at Article 22 and meet all the requirements listed in Article 23 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 (the minimum threshold of technical suitability is **35/60**) will be eligible for the economic evaluation.

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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	60/100
Economic evaluation	40/100

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

P. OFFER = P economic evaluation + P technical evaluation
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The Tenderer whose offer obtains the highest final score is the Tenderer who will be awarded with the contract.

A - Attribution of points relative to methodological, technical e qualitative aspects of service

Each element will be assigned weighting factors whose sum is equal to **60**, and which multiplied by the quality factor allocated at the discretion of the Board of Examiners (between 0 and 1), to determine the score attributed to each component below.

A minimum limit of technical suitability of not less than **35/60** is hereby established. Those who fail to achieve this level will not proceed to evaluation of the tendered bid.

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

Technical parameters valid for both Lots

	<u>DESCRIPTION</u>	<u>Maximum points</u>
A1	ORGANIZATIONAL SYSTEM OF SERVICE	<u>50</u>
	<u>The maximum score of 40 points will be allocated as follows:</u>	
	Organization of service: <i>Point 1 of the Technical Offer</i>	25
	Overall organizational structure of the tenderer: <i>Point 2 of the Technical Offer</i>	5

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	Personnel available to carry out the service <i>Point 3 of the Technical Offer</i>	10
	Management of personnel absences and emergencies: <i>Point 4 of the Technical Offer</i>	5
	Personnel training: <i>Point 5 of the Technical Offer</i>	5
A2	METHODOLOGY OF SERVICE QUALITY AUTONOMY	<u>5</u>
	Self-assessment methods: <i>Point 6 of the Technical Offer</i>	
A3	IMPROVEMENT OF SERVICE	<u>5</u>
	Improvements offered: <i>Point 7 of the Technical Offer</i>	

It should be noted that the coefficients of quality will be awarded according to the following table:

Valuation	Judgement	Coefficient of quality
Optimum	<i>Well-structured scheme that develops the project at hand in a clear, precise and in-depth way, whilst adding extra value with respect to the expectations of the Client.</i>	1.00
Good	<i>Adequate project that develops the topic with no particular added insight.</i>	0.80
Adequate	<i>Well-organized project in line with the Client's expectations</i>	0.60
Sufficient	<i>Acceptable project but poorly structured with limited application to the provisions of the Special Tender Specifications.</i>	0.40
Poor	<i>Mediocre project that is not sufficiently developed.</i>	0.20
Insufficient	<i>A deficient, generic and inadequate project.</i>	0.00

B - Attribution of points relative to price

The maximum number of points available for the price (**40 points**) will be assigned to the agency who proposes the best amount as better specified in the Economic Offer (Annex II C) . To the other agencies, 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.

Minimum price
$P = 40 \times \frac{\text{Price offered}}{\text{Minimum price}}$
Price offered
$P =$ points to assign to the bid

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Parameters valid for Lot 2 - Portering and shuttle services

The maximum score of 40 points will be distributed among the following items:

- Ordinary portering and shuttle services - Max. **30** points
- Additional labour - Max. **10** points

With regard to the quotes for ordinary portering and shuttle services, ineligible and therefore excluded from the proceedings, are tenders in which:

1. The total number of hours actually worked per annum is less than 21.827.
2. The cost of the work offered is less than that established by the Multiservice Collective Bargaining Agreement which can be found in the Ministerial Tables relating to the Province of Florence in force at the time of submitting the tender (July 2013), and in the conditions resulting from subsequent amendments and additions, and more generally from any other CBA subsequently entered into for the category, and applicable in the Province of Florence.

For this reason, only labour costs matching those in the Ministerial Tables and referred to in the NCBA category regarding costs established for the Province of Florence in July 2013 will be allowed. Tenders whose service cost is lower than the figure resulting from a multiplication of the hourly cost indicated above by the hours of minimum service requested will not be considered valid.

Article 25 - Formalities required for award

In order to formalise 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 tender amount equal to € 201.480,00 for Lot 1 and € 216.172,00 for Lot 2, 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;
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 26 of the STS;
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

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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 26 – 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 will 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 **10/04/2019 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 possible changes to the date will promptly be posted on the Institute's website <http://www.eui.eu/About/Tenders>

To this end interested companies are invited to send the Heritage and Logistics Service, using the email address inforefs@eui.eu, **by 12:00pm (CET) on the 09/04/2019**, 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.

CHAPTER VI – ADMINISTRATIVE INFORMATION

Article 27 – Subcontracting and outsourcing

The contract shall not be reassigned, at risk of nullity.

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

In particular, the request for subcontracting must be specified in the offer submitted by the Tenderer, accompanied by a clear indication of the activities that will be subcontracted and must necessarily satisfy the requirements of the current contract and any applicable regulations.

The Contractor shall not subcontract without prior written authorisation from the Contracting Authority nor cause the contract to be *de facto* performed by third parties.

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Article 28 – Payment arrangements

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 29 – 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.

CHAPTER VII – FINAL PROVISIONS

Article 30 – 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. 19/2018 on Public Procurement, all of which are available on the EUI's website: <http://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 31 – Person responsible for the contract

The Contracting Authority appoints 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 32 – Reference person for the contract

To ensure that the contract is performed satisfactorily and to guarantee a correct contractual relationship with the Company that is 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 person shall:

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- act as contact person for all operational and practical exchanges with the Contractor;
- follow up and act on requests for interventions in cases when it becomes necessary to introduce changes and/or new provisions, during the implementation of the contract;
- oversee the correct performance of the service and verify the results;
- where necessary, and on the basis of serious and proven motives, demand that a member of the Contractor's staff be removed from the premises and replaced, providing justification for the request;
- propose to the Director of Real Estate and Facilities Service the application of penalties and, if necessary, the termination of the contract;

Article 33 – Final provisions and annexes

The tender documents are composed of the Draft Service Contract provided by the Institute, this Tender Specification – Annex I and the Contractor's tender – Annex II including the following annexes:

- II – A Self-certification form
- II – B Declaration on honour on exclusion criteria and absence of conflict of interests
- II – C Economic Offer (Lot 1 – Lot 2)
- II – D Technical Offer (Lot 1 – Lot 2)
- II – E Request of inspection
- II – F EUI Vacation Days 2019
- II – G Vademecum of shuttle service
- II – H Shuttle timetable

Signature of Legal Representative

Company Stamp

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Signature of the Legal Representative

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