



REAL ESTATE & FACILITIES SERVICE

OP/EUI/REFS/2019/003

Special Tender Specifications for the management of canteens, coffee bars and catering services for the European University Institute

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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

This contract relates to overall management of a food service, the running of canteens and coffee bars, and a catering service. All the services requested must be provided at the present and future premises within the remit of the Contracting Authority (the current premises are listed in Article 7), which are already equipped with the necessary installations, equipment, crockery, and furnishings.

The service governed by these specifications follows criteria of educational and social needs, the protection of health and the environment, the promotion of sustainable development, and defence of biodiversity.

The requested service must also be characterized by environmental sustainability and therefore designed to encourage reduction in impacts on the environment in line with the Institute’s “[Environmental Policy](#)”.

During the validity of the contract, the Institute reserves the right to request the Company to participate in the management of the recreational club at the Badia Fiesolana, currently run by the students. This club is used as a meeting place by the whole of the Institute’s community to become acquainted and to meet and socialize on weekdays. The club’s premises are used to organize debating evenings, film shows, concerts, and themed festivals. There is a room for showing videos, a billiard table, and a small dance floor.

The company shall deliver the services which are the subject of this procedure at their own risk and by means of their own organization, in relation to what is prescribed by these Special Tender Specifications and their annexes, by the letter of invitation and the documentation submitted by the Company during the tendering procedure.

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The food service shall include:

- preparation of meals, including the purchasing of foodstuffs and their storage, processing and cooking;
- dispensing of meals to users;
- preparation and serving of meals for pupils attending a crèche
- cleaning and sanitization of the kitchens, storerooms and premises used for the service;
- sorting of waste and transporting it to public containers present inside and/or outside the various branches of the Institute;
- ordinary maintenance of machinery, equipment and premises granted by the Institute to provide the service;
- management of the cash service, including software and hardware maintenance of the computerized equipment granted by the Institute to carry out the service and updates of the “PRISMA Moneta Elettronica” used for bar, canteen and catering services;
- presentation of a monthly report drawn up on the “PRISMA Moneta Elettronica” providing a summary of the coffee bar, canteen and catering services provided in the relevant month with a subdivision by branch and cost centre;
- updates of all the documents concerning the food service including those displayed at the various premises and the one published on the relevant web pages. The current documentation such as the menus and diagrams showing the menu and salad components annexed to these specifications is the property of the Institute and is made available purely by way of example.

It should be noted that the “Moneta” software as well as the data recorded in it and on the PRISMA server, are the property of the Institute and therefore cannot be used for purposes other than those for which their use has been granted.

The catering service shall include supply of the following:

- coffee breaks;
- cocktails;
- buffets;
- filled roll service;
- barbecue service;
- delivery and removal of drinks in the various meeting rooms;
- lunches and dinners served at table;
- welcome services for participants in the case of special events;
- supply of equipment necessary to carry out the service not already present on the premises and in the areas of the institute made available, including the purchase of flowers.

Should the premises granted by the Contracting Authority become unavailable or prove unable to ensure, at peak times, the simultaneous preparation of meals for the canteen and preparations for the catering services, the company must have a kitchen facilities available for the entire duration of the contract, located in a radius of kilometres that makes it possible to reach the Institute’s branches within 30 minutes at the most. The kitchen facilities must be legally authorized, conform to the applicable health and safety standards, and able to meet the Contracting Authority’s needs to prepare meals for the canteens and food for the catering services.

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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 amount of the base bid price is fixed at Euro **6,400,000.00** (six-million-four-hundred-thousand/00) excluding VAT, for the entire duration of the contract (five years).

The amount indicated has been determined based on the average annual volume of meals, refreshments taken at the coffee bars and the total catering services supplied over the five years from 2014-2018 as specified in more detail in Table II of Article 11 below.

This estimate is valid only for the purposes of determining the presumed total value of the contract, since it has been calculated based on variables whose future evolution is unpredictable. Consequently, it does not constitute any guarantee on the number of services that will actually be supplied during the execution of the contract.

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

CHAPTER II - DESCRIPTION OF SERVICES REQUESTED

Part I - General Information

Article 6 - Description of the services and minimum requirements

A - Canteen and coffee bar services

In keeping with the cosmopolitan nature of the Institute, the service must be carried out with the aid of trays, ceramic crockery, glassware, stainless steel cutlery with the fork and knife wrapped in a napkin for individual use, and napkins, tablecloths and tray covers that are all biodegradable.

At the Badia Fiesolana kitchen operations are carried out to prepare meals as well as some stages of the production of food for catering services including banquets and business lunches. The current production system involves the preparation and cooking of most of the dishes; also included is the preparation in advance of certain foodstuffs with blast chilling and subsequent revival (e.g. meat for slow cooking, etc.). Meals produced at the Badia Fiesolana kitchen are partially dispensed and consumed at the same complex

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and partially taken using a temperature-controlled system to the remaining branches for distribution and consumption.

Distribution takes place using traditional self-service and free-flow (multi-counter) service. The buildings of Villa Schifanoia and Villa La Fonte are organized as equipped facilities and have a pasta cooker and an electric griddle behind the self-service lines for the fast cooking of pasta and grilled dishes, as well as a coffee bar serving cafeteria items, sandwiches, and snacks.

The Villa Salviati premises have a recently-constructed kitchen with equipment for the cooking and revival of foods. Currently, the pasta cooker and an electric griddle are used exclusively for the fast cooking of pasta and grilled dishes. With the launch of the new contract (September 2019), the Institute requires the addition of a chef to take advantage of the potential of the aforesaid kitchen by preparing and cooking the dishes listed on the menu.

The distribution of drinks for users who take advantage of the canteen service is handled by “IoBevo” vending machines, with unrestricted availability, which deliver 7 types of drink (still water at room temperature, sparkling water, chilled still water, fair trade cola, apple juice, green tea, citrus fruits) whose cost is included in the price of the meals. The replenishment and management of these distributors, including the provision of beverages and ordinary and extraordinary maintenance shall be at the expense of the Company. At the end of the canteen service and during the days when the Institute is closed, the Company must keep these distributors running to allow the delivery of still water at room temperature and the chilled and sparkling waters.

In the event that it is necessary to use disposable products (plates, cups, glasses, etc.) these must be eco-sustainable, biodegradable and compostable. All the phases of transport, production, storage, disposal and the like must be carried out in accordance with procedures, which allow utmost minimization of environmental impact.

The Company shall ensure the provision of coffee bar and canteen services that cover the minimum timetable indicated in Article 8, below, ensuring a workforce that allows a flow rate of at least 3 users per minute, even at peak times in order to avoid creating queues at the self-service cash desks. In locations where there are double cash desks, the Company shall arrange to open the second cash desk at peak times, indicatively from 12:45pm-1:45pm. In order to make it easier to organize the service, Annex Q indicates the customer flow rates with related times for each facility.

The Institute reserves the right to verify the adequacy of the organizational structure prepared by the Company, introducing modifications it deems appropriate to ensure a more efficient execution of the services.

The Company shall ensure the serving of all the dishes listed on the menu up to 30 minutes before the end of the service. In the event of running out of some dishes, these shall be replaced by food prepared on the grill or by equivalent foodstuffs.

At all the facilities tables are cleared by the users who leave the trays on racks designed for the purpose, with the exception of meals served at table as part of the catering service. It shall be the Company’s responsibility to check and ensure that there are always empty tray racks to avoid obstructing the service and to prevent users from depositing the trays on the tables reserved for the consumption of meals.

In the case of handicapped users, the Company’s staff shall always provide table service.

The service shall also include the cleaning and sanitizing of storerooms, production areas, meal distribution lines, bars, all equipment, crockery, installations, and any furnishings present in them. For the Badia and Villa Salviati branches, in the canteens and coffee bars, cleaning shall also include the stone surfaces.

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The service required shall also include the carrying out of ordinary maintenance of machinery, equipment, areas for production, dispensing and consumption of meals and the furnishings they contain as described in more detail in Article 36 below.

The contractor shall also be liable for sorting waste and transporting it to the internal waste collection areas and/or to public dumpsters/skips in compliance with the regulations on public collection of urban waste, even if this might involve the use of equipment and/or vehicles.

Due to the nature of the services to be contracted, the Institute requires the company to have a kitchen facilities available for the entire duration of the contract, located in a radius of kilometres that makes it possible to reach the Institute's branches within 30 minutes at the most.

B - Catering service

At the request of the Contracting Authority, the Company shall arrange to provide the services listed in Article 20 below at premises provided by the Institute or in temporary premises chosen from time to time by the Institute. Should such premises not be suitable to accommodate the services, it shall be the Company's responsibility to furnish and equip them with anything necessary to carry out the services in a professional manner. In order to avoid contamination of the food, the transport of the food destined for catering services must be done using specific trays and dishes provided with special covers. In the case of table service, the Company is requested to use professional waiting staff only.

Requests for catering services are managed through an IT platform which the company will be able to access in real time to consult the weekly schedule of events and arrange for the services required at the times and using the methods indicated. At the end of each month, the company shall send a detailed report on the services delivered to the service manager and the relevant cost centres.

In the case of catering services for special events, and at the express wish of the Institute, the company must provide and use table linen in quality fabric (damask cotton, or linen) with optional colours, porcelain crockery, crystal glasses, silver cutlery and trays, and a centrepiece containing fresh flowers and/or candles.

The provision of table linen is taken to mean delivery, collection, washing, and ironing. The tablecloths must always be in excellent condition and show no marks, stains, or tears.

Article 7 - Location of premises for canteen and coffee bar services

The canteen and coffee bar services will be provided in the rooms already equipped at the following premises:

- **Badia Fiesolana**, Via dei Roccettini, 9 - 50016 San Domenico di Fiesole (FI)
- **Villa Schifanoia**, Via Boccaccio, 121 - 50133 Florence
- **Villa la Fonte**, Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)
- **Villa Salviati**, Via Bolognese 156, 50139 Florence (FI)
- **Palazzo Buontalenti**, Via Cavour 57, 50131 Florence (FI) *Seat currently undergoing restoration, which should be ready by September 2020*

The delivery of meals and snacks must also be guaranteed mid-afternoon for pupils attending the crèche at Villa Schifanoia, Via Boccaccio, 121 - 50133 Florence.

On delivering the meals, the Company shall distribute clean crockery and containers to allow pupils to eat the food, and on delivering the afternoon snacks the Company shall also arrange to pick up the dirty crockery and containers and subsequently wash them.

The Company must also be willing to provide their catering service at any future premises made available

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by the Contracting Authority.

Article 8 - Days and times to provide the coffee bar and canteen services

The following table (Table I) shows a flowchart of the current service which includes for each branch the minimum opening hours of the coffee bars and canteens. With the launch of the new contract (1 September 2019), the Institute has provided for a new arrangement, which, compared to the previous organization, includes the closure of the refreshment point at Villa il Poggiolo and an upgrading of the Villa Salviati kitchen with the inclusion of a cook for the preparation of dishes on site.

Table I – CURRENT CANTEEN AND BAR ORGANIZATION SERVICE						
Timetables/ Locations	Badia Fiesolana	Villa Schifanoia	Villa Il Poggiolo	Villa La Fonte	Villa Salviati	Crèche
Self-service	12.00 noon 2.30 pm	12:00 noon 2.30 pm	NA	12.30 pm 2.30 pm	12.30 pm 2.30 pm	NA
Bar	8:30 am 6.00 pm	8.30 am 4.00 pm	10.00 am 2.00 pm	8.30 am 5.00 pm	8.30 am 5.00 pm	NA
Crèche Food Delivery Service	NA	11:30		NA	NA	-Meals: by 11.30 am -Snacks: by 3.15 pm
Saturday Bar Service	11.30 am 3.00 pm with first Course service available	NA	NA	NA	NA	NA

The successful tenderer will therefore be required to guarantee the coffee bar and canteen services from Monday to Friday at all the branches of the Institute except for Villa il Poggiolo, and the coffee bar service on Saturday at the Badia Fiesolana at the times indicated in Table I which represent the minimum requirement (in the technical offer phase tenderers may extend these hours) for every month of the year, in accordance with the timetable set by the Contracting Authority, for a total of approximately 230 days/year.

The service may be suspended on the occasion of the main public holidays and on any dates pre-established by the Contracting Authority. In general, the suspension of services will follow the calendar of holidays for the year 2019 as per Annex F of these Special Tender Specifications.

The Institute reserves the right to reduce or to extend the coffee bar and canteen services to times and days other than those mentioned in Table I (e.g. on Saturday and/or during the evening).

Article 9 - Transport schedules and meal delivery methods

The catering service shall include delivery of meals to branches whose rooms for serving food and beverages are not equipped with a kitchen (Villa La Fonte, Villa Schifanoia). The delivery of meals shall be

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carried out by the Company before noon for the self-service canteens and by 11:30am for meals for the crèche pupils. The meals prepared daily at the Badia kitchen facilities shall be transported under controlled temperature conditions in suitable thermal containers using appropriate vehicles, in line with the regulations in force. These procedures must ensure maintenance of a temperature >70°C for hot meals and <10°C for cold ones.

Under normal circumstances, the time elapsed between the cooking and the consumption of the meals must not be greater than 60 minutes. The meals shall be delivered a maximum of 15 minutes before the expected time for serving. It is compulsory to strictly comply with the timetables; no justifications will be accepted for delays that do not depend on force majeure.

The vehicles used to transport the meals must possess a health & safety certificate, be used exclusively for the transport of foodstuffs, and be in conformity with the regulations in force. The Company shall be responsible for sanitizing the above vehicles, as well as the thermal containers and any other equipment used to transport the meals as envisaged by the regulations in force.

Article 10 - Type of user

A - Type

Users include:

- administrative staff, teachers, and researchers from countries of the European Union and outside Europe;
- crèche pupils;
- any guests authorized by the Institute.

Article 11 - Presumed number of users

➤ **Canteen and coffee bar services**

The annual number of users shown in Table II below is a purely indicative estimate and is valid only to determine the presumed amount of the contract. Consequently, it does not constitute any guarantee regarding the number of meals and drinks that will actually be supplied during the validity of the contract. This estimate is based on an average from the five-year period 2014-2018 considering the opening days of the Institute to be 230 working days. Meals taken by researchers have a 40% discount applied to the full price, a discount that is reimbursed by the Institute the following month upon presentation of a list summarizing the total number of discounted meals taken. This list is produced automatically by an IT platform (PRISMA) belonging to the Institute and available free of charge to the Company, which processes all the operations carried out by the institutional coffee bars and canteens.

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TABLE II – PRESUMED AMOUNT OF MEALS BASED ON BOTH CANTEEN AND BAR SERVICES							
Annual average amount of meals provided between 2014 - 2018							
	Badia Fiesolana	Villa Schifanoia	Villa San Paolo ¹	Villa La Fonte	Villa Il Poggiolo ²	Villa Salviati ³	Totale
Ordinary meals	21.085	6.601	1.126	3.172	929	6.839	39.752
Discounted meals	30.167	2.966	3.576	4.088	130	3.791	44.719
Nursery meals	4.479						4.429
Total	55.731	9.567	4.702	7.260	1.059	10.630	88.900
Annual average incomes between 2014 - 2018							
	Badia Fiesolana	Villa Schifanoia	Villa San Paolo	Villa La Fonte	Villa Il Poggiolo	Villa Salviati	Totale
Canteen incomes	€240.753	€49.702	€20.835	€33.835	€4.095	€52.560	€401.780
Bar incomes	€145.074	€31.884	€15.315	€24.431	€11.526	€37.020	€265.250
Crèche meals incomes	Crèche						
	€16.500						
Discounted meals incomes	EUI Buildings						
	€115.034						
Total	€798.560						

From September 2019, with the start of the new contract, the Institute intends to make a differentiation, based on the principle of solidarity, solely for the canteen prices, which will feature three different categories of customer with a hypothetical differential of approximately €0.30 between one category and another for the same type of menu. In order to make a projection of the new type of rates and quantify any deviations from the takings recorded over the course of the year 2018, we have prepared a summary table (Table IV) which indicates the number of meals for each category with the relevant maximum charge. These data are valid only for the purpose of determining an hypothetical scenario and it does not constitute any guarantee on the number and type of meals that will actually be supplied during the execution of the contract.

¹ The premises of Villa San Paolo were decommissioned in the summer of 2016.

² At this branch there was only a bar which also served a few meals.

³ The Villa Salviati facilities were enlarged and moved into the main part of the villa in the summer of 2016

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TABLE III – Consumers division based on category			
Category	Users without Discount rights	Users with discount rights	Total User number
A	235	787	1,022
B	293	33	326
C	314	0	314
Total	842	820	1,662

TABLE IV –Consumers Distribution based on the three meal categories consumed during 2018					
Users Category	Menu	Quantity of meals consumed:			hypothesized cost
		By users without Discount rights	By users with Discount rights	Total Meals	
A	Full	1,862	12,870	14,732	€ 7.60
	Reduced	4,975	21,321	26,296	€ 6.41
	Minimum	3,873	9,057	12,930	€ 3.67
B	Full	2,261	536	2,797	€ 7.90
	Reduced	6,041	888	6,929	€ 6.71
	Minimum	4,703	378	5,081	€ 3.97
C	Full	2,527	0	2,527	€ 8.20
	Reduced	6,752	0	6,752	€ 7.01
	Minimum	5,256	0	5,256	€ 4.27
TOTAL		38,250	45,050	83,300	

The aforementioned analysis, taking as a benchmark the consumptions disbursed in the year 2018, did not show appreciable inconsistencies with respect to the collections recorded in the same year. Therefore, any changes less than 20% more or less than the quantity and / or types of meals considered in the table above will not result in revisions to the price offered by the company during the tender, which in any case cannot be higher than the base bid price.

➤ **Catering service**

In order to provide tenderers with a maximum estimate of possible work volumes, in Table III the most noteworthy catering services requested in the five-year period 2014-2018 are highlighted.

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TAB V – PRESUMED SIZE AMOUNT OF CATERING SERVICES		
Annual average type and number of participants of the main catering services provided in the five–years period between 2014- 2018		
Type of Service	Number of Services requested	Number of participants
Water Service	978	15.110
Buffet Service	113	4.708
Meal Vouchers	175	2.690
Lunchs/dinners with table service	61	1.131
Cocktail Service	122	6.071
Work Breakfast	230	5.557
Coffee break	917	27.221
Barbecue Service	6	528
Various Services	56	1.406
Global incomes referred to the totality of services provided	€ 483.270	

Article 12 - Information for users

The Company is required to display in a clearly visible way in the locations for the consumption of meals: the menu of the day, the compositions of menus and salads, rates for the à la carte menu, and lists of ingredients in the food present on the summer and winter menus. All such information must be displayed in both Italian and English. It shall be the Company’s responsibility to update the above documentation in the event of changes and/or new entries.

If the menu of the day includes dishes prepared using products that are frozen or deep-frozen at the plant of origin, these must be marked with an asterisk and a relative footnote.

The Company is responsible for providing the competent Service with the necessary documentation to keep the Institute’s [web pages](#) dedicated to the canteens and coffee bars up to date.

Article 13 - Serving of meals to users

The staff engaged in serving shall cooperate fully with users.

The dispensing of meals to users shall be self-service or via a free-flow (multi-counter) service (the latter exclusively at the Badia Fiesolana premises). For users with disabilities and for special meals requested by the Contracting Authority, the Company shall provide table service by means of its own professional

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waiting staff.

The Company shall ensure a flow rate for the cash desks and self-service lines that avoids creating queues.

Tables shall be cleared by users who can leave the trays on racks in the canteen provided for the purpose by the Company . Should some users neglect to place their empty tray on a rack it shall be the responsibility of the Company staff to do so at the earliest opportunity.

At the end of the service, the Company shall arrange to empty the racks, wash the trays, crockery and anything else that has been used for the service, to clean the premises concerned, and to sort the waste and transport it to the designated areas.

Meals for the crèche pupils will be distributed by the crèche staff in the in-house canteen.

The Company undertakes to accept personal meal vouchers provided by the Institute to visitors in the case of groups participating in the various EUI events (courses, summer schools, conferences, etc.). Visitors with meal vouchers come into the canteen in a group and hand them to the person at the self-service cash desk when paying.

Meal vouchers are valid for the “Full Menu” (see Article 19) or the menu equivalent to the “Full Menu” one, where the Company offers different menus. Payment for these meals shall be made via a monthly invoice presented to the Institute.

Part II - Composition of the services

Article 14 - Foodstuffs

A - General Characteristics

All the food and beverages must meet the requirements of the laws in force referred to here in the “Technical Specifications on the Tables of Foodstuff Products” described in Annex I, as well as the “Technical Specifications relating to the critical limits of microbiological and physical-chemical values of food” listed in Annex L.

The packaging and labelling of foodstuffs must comply with the regulations.

The Institute requires that the company use fresh, seasonal agricultural products and foodstuffs, from a short supply chain privileging local production in the local market, with quality certification and respecting the principles of traceability.

It is not permitted to use 4th range vegetables, ready-made gravies and sauces (with the exception of pesto) ready meals or ones that are pre-cooked or freeze-dried, vacuum-packed confectionery and bakery products, or those preserved in a modified atmosphere and/or deep-frozen.

The company shall establish a system to source raw materials that includes careful selection, coding and classification of products and suppliers, making available to the Contracting Authority purchase invoices, datasheets and appropriate quality certifications and/or declarations of conformity of foodstuffs with the rules in force.

The system to supply and source foodstuffs must ensure their safety and wholesomeness.

It is strictly prohibited to acquire and introduce raw materials or products made from genetically modified raw materials or those derived from transgenic treatments.

Please note also that, if, in the opinion of the Contracting Authority, a product used for the preparation of

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meals does not cater to the users' tastes, the Company shall be obliged to replace the product disliked with another equivalent to be agreed between the parties.

Foodstuffs present in refrigerators, cells and in the storeroom should be exclusively those listed in the Technical Specifications on the Tables of Foodstuff Products.

B - Foodstuffs for the preparation of meals for crèche pupils

Foodstuffs intended for the preparation of meals for the pupils at the crèche must comply with what stated in Annex I "Technical specifications on the characteristics of the foodstuffs" and Annex L "Technical specifications relating to the critical limits of microbiological and physical-chemical values of food and environments".

For the preparation of meals for the children at the crèche, we ask that at least 60% of the total weight of each category of products used comes from organic production.

In the event that one or more of the products are not available on the market, they may be temporarily replaced by conventional products. In such a case, the Company has a mandatory requirement to immediately notify the Contracting Authority of any products they were unable to source on that particular day and reimburse the price difference between the product used and that originally expected.

C - Hygiene of the production and conservation of foodstuffs

The preparation of the food shall comply with the hygiene standards laid down by the laws in force and by the "Technical Specifications relating to the critical limits of microbiological and physical-chemical values of food" listed in Annex L.

All the operations of the various phases must observe "Good Manufacturing Practices" (GMP) and the procedures prescribed by the Company's self-monitoring checklist for hygiene.

The conservation and storage of foodstuffs must be carried out in compliance with the laws in force on the subject.

Meat, vegetables, cold meats, cheese and frozen products must be stored in an appropriate way to ensure that they do not come into contact with one another.

Chilled and cooked products ready for consumption should be stored in a dedicated refrigerator.

Whenever a tin is opened, if the contents are not immediately consumed, they must be poured into another container of glass or stainless steel or another material not subject to oxidation, with a label bearing a description and the expiry date of the product.

Foodstuffs must be protected only by the use of food-grade aluminium foil or plastic film or with other materials that comply with Presidential Decree No. 777 of 23 August 1982.

Cooked products should be stored only in containers of glass or stainless steel.

Long-life products must be stored in tightly-sealed packs.

Staff should not perform several operations at the same time in order to avoid the risk of cross-contamination.

D - Handling and cooking

All operations of handling and cooking of food shall be carried out in full respect of the rules and regulations in force on the subject.

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The company shall ensure that all operations for the preparation cooking and preservation of food are targeted to achieve high standards of hygiene, nutritional and food quality.

The preparation of cold dishes must take place with the use of masks and disposable gloves.

E - Preliminary operations for cooking

The operations which precede cooking must be performed with strict observation of the following indications:

- all frozen and/or deep-frozen products, before being cooked, must be allowed to thaw in the refrigerator or in refrigerated cells at a temperature between 0°C and 4°C;
- the processing of raw meat must be carried out the same day in which it will be consumed;
- minced meat must be prepared the same day;
- grated cheese must be prepared the same day;
- the washing and cutting of vegetables must be carried out in the hours immediately preceding consumption;
- breading operations should be carried out in the hours immediately preceding the cooking;
- fried food must be cooked in deep fryers;
- all food must be cooked the same day with the exception of the preparation in advance of certain foodstuffs with blast chilling and subsequent revival (e.g. meat for slow cooking, etc.);
- portions of meat and cheese must be prepared in the hours immediately preceding dispensing;
- dried vegetables: must be soaked for 24 hours with two parts of water; in the case of beans, the water should be changed when first brought to the boil.

Article 15 - Rules governing the possibilities of using leftover foodstuffs

All the dishes and the food supplied must be “fresh that day”. It is prohibited to carry out any form of recycling that does not comply with the requirements described below.

A Semi-finished products

Any surplus from the processing and products in opened packages can be reused if stored in a cell or fridge:

- within a maximum of 24 hours: highly perishable and perishable products, fresh dairy products (fresh cheese, mozzarella and ricotta, milk, etc.), salmon, salami and pre-sliced cheese or cold meats;
- within a maximum of 72 hours: highly perishable and perishable products (see above), if kept under vacuum;
- within a maximum of 5 days: other products (fruit salad, jams, mayonnaise, cold meats – whole or in pieces, semi-mature and mature cheeses, canned food, etc.);
- within the expiry date indicated on the label: dried products, non-perishable items (cocoa, flour, spices, etc.).

Products not put under vacuum immediately after opening can no longer be further handled (e.g. it is not possible to vacuum pack them later).

Vacuum packs must always carry suitable labelling.

B Uncooked food line

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Products not distributed, if still in their refrigerated cells, can be reused for subsequent services within and not beyond 24 hours from their preparation, after which they must be eliminated.

Unsold products stored in refrigerated display cases, can instead be managed in 2 different ways:

- within a maximum of 12 hours: redisplayed at the bar, as they are or as an ingredient in other preparations (e.g. salmon for sandwiches).
- within a maximum of 30 hours from cutting: applies only to cakes and desserts with no cream.

Reused for the preparation of cooked products:

- within a maximum of 24 hours: if stored in the cell or fridge;
- within a maximum of 72 hours: if kept under vacuum and in the cell or fridge.

The types of product indicated above can never be redisplayed on the self-service line or reused in production cycles more than once.

C Cooked food line

After preparing, cooking and assembling, foods are arranged along the self-service lines or in cabinets heated to present temperatures for correct conservation.

Conserved products may be refreshed and put back on the self-service line.

Products not dispensed and kept in a hot tray can be subjected to rapid chilling and reused to prepare cooked products:

- within a maximum of 24 hours: if stored in a cell or fridge;
- within a maximum of 72 hours: if kept under vacuum and in a cell or fridge.

Products not sold and kept in a hot tray must be eliminated at the end of the service.

Article 16 - Condiments

First courses shall be dressed at the time of serving and grated cheese, if required, added to the dish by the person serving.

To dress first courses only Parmesan cheese may be used.

It is strictly forbidden to use cheeses not covered by designation of origin (DOC), with the exception of local cheeses expressly requested by the Contracting Authority.

To dress raw vegetables, sauces, grilled foods and for the preparation of sauces, only extra virgin olive oil may be used.

Where the Company intends to use individual condiment portions for the canteen service, these should be available to be picked up by users or handed over to them by the staff in charge of dispensing.

In every canteen the Company shall ensure the availability of extra virgin olive oil, salt, wine vinegar, balsamic vinegar, lemon juice, spices and individually packaged toothpicks, and ensure that the accessories for dressings are always clean and refilled during the service. Given the size of the canteen at the Badia, each table must be provided with a condiment set complete with a small half-litre bottle of E.V.O. oil that is not refillable.

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Article 17 - Menus

A - Kinds of menu

As a minimum, the menus should be divided into:

- Winter: from 1st October to 30th April;
- Summer: from 1st May to 30th September.

Tenderers may include even more varieties.

These dates may undergo variations due to particular climatic conditions.

The menus proposed must be such as to guarantee at least the choice presented in Article 19 below. Whatever the formula offered, the criterion of the “equivalent meal” must be met: i.e. the meals served at the various canteens must have an equal economic value. The users can freely choose between the proposed formulas corresponding to the same amount.

The dishes proposed daily must comply with the indications contained in the menus with the relevant dietary tables and weights submitted by the Company during the tendering procedure and possibly revised in accordance with the Contracting Authority.

The Contracting Authority reserves the right to replace the preparations mentioned in the menu with other dishes of equivalent economic and nutritional value.

At the request of the Contracting Authority and/or the users, the Company shall prepare special diets for proven pathological conditions or personalized schemes for ethical-religious reasons without any additional charge.

Special diets should be served in single portion containers with a lid, with an indication of the recipient user and the food and/or preparation inside. In the case of meals to be transported, these containers should be put inside thermal containers suitable to maintain the temperature envisaged by law until the moment of consumption.

The Company shall not accept medical certificates and/or self-certifications, nor provide special diets in the absence of a formal request by the Contracting Authority.

B - Quantity of ingredients and food

The quantity of the ingredients to be used and the food to be served are those listed in the “Table of weights and measures for self-service” described in Annex M, which show all the weights of the ingredients included to make each single portion on the menu. These weights refer to raw materials and are net of production leftovers and any weight losses due to thawing.

C - Variations in menus

It is permitted to temporarily vary a menu only in the following cases:

- breakdown of one or more pieces of equipment to be used to realize the meal provided;
- temporary interruption of production due to causes such as strikes, accidents, or power cuts;
- failure of the equipment to preserve perishable products.

Such variations must have the prior authorisation of the Contracting Authority to which a request must be made in writing.

Variation of a menu may also occur in the case of users’ constant dislike of the dishes. In this case, the Company shall submit the weights of the ingredients of the new dishes to the Contracting Authority. These weights must be identical to those laid down in the dietary tables and equivalent from a nutritional and

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economic point of view to those of the meal replaced.

D - Introduction of new recipes

Where the Company intends to introduce new recipes during the execution of the service, it shall make a written request to the Contracting Authority and submit the weights of all the ingredients of the suggested dishes. These recipes may be introduced only and exclusively following a favourable opinion from the Contracting Authority.

Article 18 - Items on the menus

The following is a non-exhaustive summary of the raw materials to be used to make up the seasonal menus.

- First courses: possibility of a choice between two hot first courses: pasta, wholemeal pasta, white rice, brown rice, broth, soup, barley, or spelt. White rice with a tomato sauce must always be present.
- Second courses: every day there must be a second course of meat and a vegetarian/vegan one. With the obligation to serve fish once a week.
- Side dishes: a hot side dish always available with the addition of pulses for vegetarians/vegans where the side dish of the day is not flour-based. As a fixed item, French fries must always be present.
- Grilled food: slices of prime beef always present (topside), chicken breast, slices of pork loin, cheese for grilling, protein for vegans to be grilled, soy bean burgers, in addition to two different types of grilled vegetables. With the obligation to serve fish once a week.
- Salads: must consist of a minimum of 5 fixed elements and 3 variable elements including one protein, pulses, plus one free choice. Two sauces for dressing must always be present.
- Bread: there must always be: white bread, wholemeal bread, crackers, breadsticks, and a gluten-free option (e.g. rice cakes).

Article 19 - Composition of the menus

Users must be guaranteed the opportunity to choose between various set menus which allow alternative combinations of dishes (see Annex O). The availability of white rice with pomarola sauce must always be guaranteed.

The Company shall also be available to provide special menus that meet specific user needs, e.g., menus for vegans, coeliacs and the diabetic without any additional charge.

The menus illustrated in the Annex H and described below are those available at the present time. This framework will be taken as a point of reference for the economic assessment: tenderers shall then submit their economic offer with reference to the present frameworks as described in Annex C “Economic offer”.

Tenderers are not bound to offer the same menus. In the Technical Offer, alternative solutions may be proposed on condition that respect the percentage of international dishes as well as that of vegetarian and vegan dishes. These proposals will be evaluated by the Institute.

Below is the minimum composition of the three types of menus that the Company must be able to guarantee.

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A – Composition of the "Full Menu": freely picked by users based on the choices shown in Table VI below.

TABLE VI - FULL MENU	
First Course	A hot dish chosen from among: pasta or rice with a sauce; white rice with tomato sauce (fixed item); broth and/or soup
Second Course	One chosen from among: meat, fish, eggs, grilled preparations, or vegetarian option
Side dish	One chosen from among: cooked vegetables, grilled vegetables, French fries, or mixed salad

B – Composition of the "Light Menu": freely picked by users based on the choices shown in Table VII below.

TABLE VII - LIGHT MENU	
OPTION I - First course with two side dishes or a plate of sliced fresh fruit	
First Course	A hot dish chosen from among: pasta or rice with a sauce; white rice with tomato sauce (fixed item); broth and/or soup
Side dish	One chosen from among: cooked vegetables, grilled vegetables, French fries, or mixed salad
OPTION II - Second Course with side dish or plate of sliced fresh fruits	
Second Course	One chosen from among: meat, fish, eggs, grilled preparations, or vegetarian option
Side dish	One chosen from among: cooked vegetables, grilled vegetables, French fries, or mixed salad
OPTION III - Large mixed salad composed at the counter	
Large mixed salad composed at the counter	Mixed salad made up by choosing from among the ingredients in the refrigerated display

C – Composition of the "Minimum Menu": freely picked by users based on the choices shown in Table VIII below.

TABLE VIII – EXTRA LIGHT MENU	
OPTION I - First course	
First Course	A hot dish chosen from among: pasta or rice with a sauce; white rice with tomato sauce (fixed item); broth and/or soup
OPTION II - Side Dish	
Side dish	One chosen from among: cooked vegetables, grilled vegetables, French fries, or mixed salad

All options listed in Tables VI, VII and VIII above necessarily include:

1. A portion of fruit or dessert or a yoghurt (the Company must ensure a minimum choice of three options for every kind);
2. White or brown bread, or crackers, breadsticks or rice cakes (a portion of approximately 90g per person);
3. Water or a soft drink to choose from among 7 options (still water at room temperature, sparkling water, chilled still water, fair trade cola, apple juice, green tea, citrus fruits) dispensed by "IoBevo" vending machines present at each canteen.

D - Composition of menus for the crèche pupils

The menus provided for the crèche pupils (6 months - 3 years), shall be composed following indications by

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an expert in paediatric nutrition consulted by the Institute and listed in Annex H so as to ensure a diet that is attractive to the children and at the same time complete and balanced from a nutritional point of view.

Orders with an exact indication of the number of meals to be delivered daily to the crèche will be communicated to the Company by the Institution’s staff every morning after 9:30.

Article 20 – Catering services

The organization and coordination of catering services is the responsibility of the Real Estate and Facilities Service. Orders for these types of service are sent to the Company weekly by a manager of the Institute tasked with collecting, rationalizing and sorting all the requests from the users of the various offices of the Institute.

In order to simplify and standardize the system to request catering services and make it more efficient, the Institute has commissioned its colleagues in the IT department to create a computing platform that will also allow the new Company to check the various requests in real time as well as the rooms which will house the activities that have requested the catering service.

Any requests for changes and/or corrections are possible up to 24 hours before the delivery of the single service required, without such changes entailing additional costs. In the event of requests for change received with a shorter notice than that mentioned before, the Institute shall evaluate any additional costs.

Each service request shows all the details of use for invoicing purposes: the premises and delivery time, the number of the Unit making the request, the number of the financial commitment, the name of the applicant, the Finance Manager to send the invoice to, the type of service required, any menu agreed previously.

In the following paragraphs are described the catering services that the present contractor supplies at the request of the Institute. This structure not included the third-level operator that deals with managing the catering services 8 hours per day. This organization will be taken as a point of reference for the economic assessment: candidates shall then submit their own economic offer based on the types described herein. Please quote only for the most representative kinds, as referred to in Annex C “Economic offer”.

Tenderers are not bound to offer the same catering service scheme. Their technical offer may propose alternative schemes that will be evaluated by the Institute. Any alternative services offered shall ensure a wide choice and the same quality standards as those described subsequently.

For some types of event where wine will be served, the Institute reserves the right to label the bottles with custom labels or to use wine bottled and labelled specifically for that particular event. In the latter case, the Company must separate the cost of the wine from that of the meal but run the service as if the wine had been supplied by the Company.

A - Composition of special meals, buffets and sandwich services

The Company undertakes to supply, at the request of the Contracting Authority, special restaurant and catering services (lunches, dinners, business lunches, official buffets, coffee breaks, cocktails, etc.) which may include table service.

The Company shall ensure prompt cleaning of its equipment and the removal of food and any leftovers at the end of each service.

The menu for these types of service will be agreed between the parties as the occasion arises.

At present, the services offered at the Institute are organized as follows:

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1. Lunch or dinner with table service (2.30' standard length): use of table linen in quality fabric (damask cotton, or linen) with optional colours, porcelain crockery, crystal glasses, a floral arrangement and a menu consisting of an aperitif (a flute of Prosecco Valdobbiadene Superior DOCG, salted almonds, chunks of Parmesan, fresh fried vegetables (in season), appetizer, first course, second course, side dishes, dessert, water (type San Pellegrino and Panna), Chianti Classico DOCG wine or another equivalent to be agreed upon, a white wine of a quality equal to Chianti Classico DOCG, coffee. For each lunch or dinner, the company must submit various proposal for menu (meat and fish) which will then be evaluated and chosen by the service manager. Currently, the standard length of this type of service is two hours and 30 '(2.30 h). In the economic offer form (Annex C), the Company must specify possible additional cost for the waiter in case the event continues beyond the set time.
2. Working lunch (or dinner) with buffet service (1.30' standard length): use of table linen in quality fabric (damask cotton, or linen) with optional colours, porcelain crockery, glasses (two), steel cutlery, floral arrangement or centrepiece with candles, menu consisting of two first courses, second course, side dishes, dessert, water (type San Pellegrino and Panna), Chianti Classico DOCG wine or another equivalent to be agreed upon, coffee. Menus for this type of service should be simpler than those for lunch or dinner served at table. Currently, the standard length of this type of service is one hour and 30 '(1.30 h). In the economic offer form (Annex C), the Company must specify possible additional cost for the waiter in case the event continues beyond the set time.
3. Full Buffet: based on daily self-service menu (1.30' standard length): first course, second course, side dish, salad, dessert, water (type San Pellegrino e Panna), wine (Chianti Classico DOC or equivalent) and coffee.
4. Sandwich Service: served directly in the rooms arranged respecting the programme of activities; menu consisting of two sandwich, fruit, and water (type San Pellegrino and Panna). Everything must be delivered in platters.
5. Packed lunch (box lunch): two rolls, seasonal fruit, a half-litre of mineral water, 1 dessert, 1 napkin. All delivered sealed in a special bag for food.
6. Water service: supply and placing on the tables of the rooms used of bottles of water (type San Pellegrino and Panna) and glasses for conferences and/or various events with subsequent removal at the end of the service.
7. Fruit juice: various flavours, presented in a jug.
8. Drinks for toasts (especially for graduations): A bottle of Prosecco Valdobbiadene Superior DOCG with 6 flutes (for each bottle), served on stainless steel trays.
9. Barbecue service (standing, with tables for use by guests; 2.00 hours standard length): Consisting of a mixed grill (chicken, Tuscan spare ribs, sausages), French fries, beans in oil, grilled vegetables, grilled Tomini cheese, with dessert, water (type San Pellegrino and Panna), and red wine Chianti Classico DOCG or equivalent.. In the economic offer form (Annex C), the Company must specify possible additional cost for the waiter in case the event continues beyond the set time.

For each catering service, upon request, alternative foods should be provided for vegetarians and vegans, coeliacs, and those with allergies or special diets, e.g. a kosher menu or a halal menu (for religious restrictions) without any price increase.

The company must submit various proposals for menus (meat and fish) for the lunches/dinners served and

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for working buffets, which will then be evaluated and chosen by the service manager.

B - Composition of cocktail services

The Company shall ensure at least four different cocktail formulae.

At present, the cocktail services are organized as follows:

1. Small (1.30' standard length): fruit juice, red and white wine DOCG, water (type San Pellegrino and Panna), hot savoury snacks, assorted savouries, crisps, and nuts;
2. Medium (1.30' standard length): fruit juice, red and white wine DOCG, water (type San Pellegrino and Panna), sparkling wine, assorted savouries, crisps, peanuts, small hot pizzas, capers and olives, assorted canapés, assorted toasts;
3. Large (1.30' standard length): assorted savouries, salted almonds, vol-au-vents, salmon canapés, tuna mousse tarts, small pizzas, puff pastry appetizers in three flavours, cups of fruit salad, a Bellini cocktail, fruit juice, red and white wine DOC, water (type San Pellegrino and Panna), Aperol, and Valdobbiadene Prosecco Superior.
4. Extra Large (1.30' standard length): reinforced with first course standard or Tuscan style, assorted savouries, salted almonds, vol-au-vents with truffle, small pizzas, assorted canapés, tuna mousse tarts, puff pastry appetizers in three flavours, cups of fruit salad, cream and cocoa horns, fresh fruit, Martini cocktails, fruit juices, red and white wine DOC, water (type San Pellegrino and Panna) and Valdobbiadene Prosecco Superior.

C - Composition of coffee break services

The Company shall ensure at least three different formulae for coffee breaks.

At present, the coffee break services are organized as follows:

1. Small (30' standard length): coffee, tea, and milk, water (type San Pellegrino and Panna);
2. Medium (30' standard length): coffee, tea, milk, water (type San Pellegrino and Panna) and pastries (around 50g per participant).
3. Large (30' standard length): coffee, tea, milk, water (type San Pellegrino and Panna), fresh (mini croissant) and salty pastry (mini savouries).

Every coffee break must include mineral water + glasses should these be requested by the participants.

Article 21 - Coffee bar service

The Company shall ensure at least the following assortment of products at the areas used as coffee bars:

- Coffee (normal and decaffeinated)
- Cappuccino (normal and decaffeinated or with soya milk)
- Milk by the glass included soya option
- Orzo, Ginseng coffee
- Tea, infusions and herbal teas
- Hot chocolate
- Pastries for breakfast (including wholemeal)
- Pizza and Focaccia
- Canapés, sandwiches, and toast

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- Sandwiches, with several varieties of bread (e.g.: white, wholemeal, multi-cereal, etc.).
- Fresh fruit
- Fruit juice
- Freshly squeezed orange juice
- Various beverages in cans
- Bottled mineral water 0,5 Lt. and 1,5 Lt.
- Desserts
- Yoghurt
- Ice Cream (Algida, Sammontana, Motta)
- Over the counter products such as chocolate, chewing-gum and sweets

The above list is the minimum list of products that must always be present at the coffee bar, the Company is encouraged to extend its range of products with the exception of spirits. Each additional product must be previously approved by the Institute.

The counter of each bar must feature containers of cocoa, white and brown sugar, sweeteners, fresh milk, and honey for users to help themselves.

The products used must be of prime quality, in an excellent state of conservation, and in compliance with the hygiene and safety requirements prescribed by Law and with all other rules in force on the topic.

It is forbidden to serve GMO products or their derivatives.

Part III – Prices of Services for Users

Article 22 – Price of meals

The unit prices of the various types of meal are those resulting from the outcome of the tender and specified in the contract signed by the Company as a result of winning the tender.

With reference to the contents of these specifications, the price of the meal, which shall vary according to the different formulae as described in Article 19, shall include all services, personnel costs, sundry expenses, and any other charges incurred by the Company to deliver the services in question.

The cash desks shall be manned by Company staff who shall collect the takings using tills and a computer system prepared and provided by the Contracting Authority, consequently, the Company should not install or use any software and/or hardware other than that delivered and used by the Institute without the express authorisation of the latter.

Article 23 – Price reduction for eligible users

Certain categories of users (researchers, Max Weber and trainees) are entitled to a discount of 40% on the price of a meal to be eaten by themselves.

In the face of such a reduction, the Contracting Authority shall pay the Company the entire amount discounted on a monthly basis, after delivery of a specific report showing the amount of food consumed by each category. This report can be extracted from the PRISMA management system granted free of charge by the Contracting Authority to manage accounting operations related to the food service (excluding catering services).

This discount is applied directly by the PRISMA management programme based on the status of the person, and should this status vary, the programme, being interfaced in real time with that of the Institute, will automatically change this condition.

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Part IV - Staff involved in providing the services

Article 24 - Service Supervisor

The company shall appoint a full-time supervisor entrusted with managing the requested services at all times. The person chosen must possess suitable professional qualifications to perform this role, have previous experience in similar roles, and a good knowledge of English.

The Supervisor shall check that the services are carried out in accordance with these STS, and that the staff involved fulfil the functions and duties laid down.

The Supervisor shall be the single contact person for the whole of the contract and must ensure constant communication with the offices of the Contracting Authority to check on the proper performance of the service.

Any communications and complaints of noncompliance made by the Contracting Authority to the Supervisor shall be understood as made directly to the Company itself.

In the event of the Supervisor being absent or prevented from performing his/her role (holidays, sickness, etc.), the Company shall arrange for a replacement with a person acceptable to the Contracting Authority, communicating his/her full name, mobile phone number, and period of replacement.

The Supervisor is required to report on the activities carried out, any problems encountered and the possible resolutions only and exclusively to the representatives and managers of the Institute.

Article 25 Staffing

The services covered by this contract shall be carried out by the Company under its sole responsibility and with the aid of its own staff.

The company is obliged to recruit staff from the outgoing management provided they are hired at least three months before the expiry of the previous contract. The staff referred to in Table IX below corresponds to the current team.

Tabella IX – ORGANICO IMPIEGATO ATTUALMENTE NEL SERVIZIO RISTORAZIONE			
STRUTTURA	QUALIFICA	LIVELLO	MONTE ORE GIORNALIERO
BADIA FIESOLANA	ADDETTO CUCINA	TERZO	8
	ADDETTO CUCINA	TERZO	8
	ADDETTO CUCINA	QUARTO	7
	ADDETTO SELF	QUINTO	4
	ADDETTO SELF	QUINTO	6
	ADDETTO CASSA	QUARTO	6
	ADDETTO BAR	QUARTO	7
	*ADDETTO BAR	QUARTO	3,5
	ADDETTO BAR	QUINTO	6
	*ADDETTO BAR	QUINTO	3
	ADDET TRASPORTO	QUINTO	8

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	ADDET LAVAGGIO	SETTIMO	7
	*ADDETTO SELF BAR	QUINTO	2,5
	ADDET PULIZIE	SETTIMO	5
	RESPONSABILE	SECONDO	8
	*ADDETTO SELF	QUINTO	4
VILLA SCHIFANOIA			
	ADDETTO SELF-BAR	QUINTO	6
	ADDETTO SELF-BAR	QUINTO	5
VILLA LA FONTE			
	ADDETTO SELF-BAR	QUARTO	6,5
	ADDETTO SELF-BAR	QUINTO	6,5
VILLA IL POGGIOLO			
	*ADDET BAR CASSA	QUARTO	4,5
VILLA SALVIATI			
	ADDETTO SELF BAR	QUARTO	8
	*ADDETTO SELF BAR	QUINTO	3
	ADDETTO SELF BAR	QUINTO	6
TOTALE ORE			138,5

*Staff members indicated with an asterisk correspond to three natural persons whose total number of daily hours is shared between several branches and workplaces. Not included in this table is the third-level operator that deals with managing the catering services 8 hours per day.

Service personnel must be of a sufficient number to ensure adequate procedures and execution times in order to guarantee timely and orderly execution of the service. Should the execution of the service not match these STS nor the contract, the Contracting Authority shall require the company to strengthen its workforce without additional charges.

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, and always willing to collaborate with the personnel of the Contracting Authority and any external users of the food and beverage services. During the execution of the tasks assigned and the stay inside the Institute's premises, personnel must not smoke and shall also limit the use of their mobile phone exclusively to work needs.

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 of names of all the staff with the addition for each employee of details of the date and place of birth; tax code; qualification, and details of their insurance and social security positions; which branch of the institute they have been assigned to, their timetable and weekly hours;
- ✓ Extract from the judicial record.

The obligations listed above do not apply to personnel tasked with providing the services in question during the previous contract and re-employed among the personnel of the successful tenderer.

In the first week after the start of effectuating the contract, the Company must provide the Contracting

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Authority with:

- ✓ A copy of the declaration of employment (UNILAV form) of the staff who will effectuate the service as per the list provided.

Upon request of the Contracting Authority the company every month, is obliged to provide:

- ✓ A copy of the monthly LUL register for staff employed in the contract;
- ✓ A copy of the receipt that the UNIEMNS has been sent (monthly INPS report);
- ✓ Receipt of monthly payment of INPS contributions (F24);
- ✓ A copy of the INAIL premium payment.

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

Article 26 - Staff training

In order to maintain and upgrade the service to the quality standards required by the Contracting Authority, the company will need to schedule training and refresher courses for all the staff who will be involved in executing the contract.

Along with its technical offer, the Company must submit an annual training programme in addition to those already laid down by law. Considered of particular merit are training measures on food safety, management of the service based on a low environmental impact, and the ways of relating to the Institute's type of user.

The Contracting Authority must be informed of and agree to the type of course and its timetable.

Article 27 - Clothing and cleanliness of staff

The company must provide all the staff involved in the execution of the food, canteen and bar services with a work uniform to wear during the service hours as prescribed by current regulations on hygiene, as well as any special safety clothing as laid down by the legislation in force.

All clothing must be printed with the name of the Company and feature an ID card for each operator. Different garments must be provided for the staff involved in the preparation and dispensing of meals and for those who perform the cleaning.

All personnel must be supplied with clogs closed at the front; cooks, assistant cooks and those working on preparation must also be provided with hygienic headwear.

Staff assigned to the handling, preparation, dispensing and transport of meals must scrupulously ensure personal hygiene in accordance with the regulations. In particular, they must not wear nail varnish, nor rings and bracelets during the service, in order to avoid contaminating the dishes.

Article 28 - General provisions relating to staff

All service personnel must be qualified and kept constantly up to date on the techniques of handling food, the hygiene of production, safety, and the prevention of accidents at work and must be aware of the environment in which he/she is asked to operate.

The Contracting Authority reserves the right to request the Company to replace any staff deemed unsuitable for the service for proven reasons. In such a case, the Company shall arrange to replace them

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within three working days after the request without this constituting an extra charge for the Contracting Authority.

The company shall apply regulatory conditions and a salary that is not lower than those provided for by the collective labour agreements in force on the date of signing the contract, as well as those resulting from subsequent modifications and integrations and, in general, by every other collective agreement subsequently signed for the category and applicable in the Province of Florence (Pubblici Servizi/Ristorazione Collettiva/Turismo January 2019).

The company shall also continue to apply the above collective agreements also after their expiry, until their replacement or renewal.

The above obligations bind the Company even in the case where it is not a member of the relevant trade associations or has withdrawn from them.

At the request of the Contracting Authority, the Company shall produce all documentation to prove proper payment of the salaries, pension and social security contributions for its employees performing the services contracted and provide, on request of the same, a copy of the bank transfer made to pay the workers' wages.

The Contracting Authority shall notify the Company of any 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.

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>

Article 29 - Replacement of missing personnel

The Company shall ensure regular delivery of services in every circumstance observing the prescriptions contained in these specifications and, if improvements, applying those offered during the tendering procedure, without prejudice to the circumstances of force majeure (see Article II.10, Annex I- Draft Contract).

For the entire duration of the contract, all personnel employed in the service must be the one declared in the offer, such as number, tasks, level and total hours, which must be explicit in the table attached to the offer. In any case, the Company must always ensure the constant presence of the minimum number of staff as declared in the offer.

Any variations in the number of staff, their qualifications and name must be properly justified and agreed with the Contracting Authority.

Part V - Quality controls and service compliance

Article 30 - Right of inspection by the Contracting Authority

The Contracting Authority has the right to perform inspections at any time, without notice, and with the possibility of using specialized third parties, in order to verify the compliance of the service provided by the Company with the requirements of these specifications and, if improvements, applying those offered during the tendering procedure.

Wherever, as a result of these inspections, it emerges that the products and/or processes used by the Company do not comply with the quality standards laid down by the regulations in force and by these STS,

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the cost incurred for the inspections shall be charged to the Company itself. The Institute also reserves the right to impose the penalties provided for in Article 47.

The Company shall guarantee access to staff assigned by the Institute to check on the correct preparation, cooking and dispensing of meals in any working hour and in every area of the catering facilities. Inspections shall be carried out with both parties present.

Should the service manager or one of his/her representatives not be present for the inspection, the Contracting Authority shall carry out the checks in any case and the Company shall not be able to challenge any resulting evidence.

Article 31 - Right of inspection by the Restaurant Committee

In order to involve representatives of the users in the management of the catering service, the Institute has set up a Restaurant Committee whose tasks include the carrying out of checks to verify correct compliance with the contractual provisions.

The **Restaurant Committee** shall have the right to check on the service in order to detect: lack of respect for the menus and weights (at least 10 samples to be taken), the expiry dates of the products, the cleanliness of the rooms and the temperature of the meals at the time of distribution. The Restaurant Committee is absolutely forbidden from taking direct action against the staff employed by the Company in any way.

Article 32 - Inspection methodology

Officials from the Contracting Authority shall perform the checks in accordance with the methodology they deem most appropriate, also with the aid of still and video cameras, and the taking of samples to be submitted for laboratory analyses.

The amount of food taken from time to time will be kept to a minimum while still being representative of the batch under investigation. The Company shall not be entitled to request any sums from the Contracting Authority for the quantities of samples collected.

The inspection shall not involve interference with the carrying out of production, and the personnel responsible for the checks shall make no comments to staff employed by the Company. The Company's staff must not interfere with the inspection procedures.

The Company must make their Self-Monitoring Plan, recordings of procedures, results of the checks carried out and the related documentation available to the Institute's officials for checks on conformity.

Article 33 - Content of the inspections

The Contracting Authority must be able to complete all the conformity checks it deems appropriate and necessary to check the conformity of the service to the standards established contractually. Checks may be carried out both directly and using samples of foods from the various stages of processing, detergents, and anything else necessary to verify correspondence with what is prescribed by these STS, the Technical Specifications submitted by the Company during the tendering procedure, and the rules of law.

By way of example and not of limitation, inspections will be made of:

- the adequacy of the organization of work in relation to the proposal for the organization and execution of the service made by the Company during the tendering procedure;
- the storage and handling of foodstuffs;
- respect for the menu and the weights and measures as stated by these STS and, if improvements, applying those offered during the tendering procedure by the Company;

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- proper implementation and updating of the Self-Monitoring Plan;
- the conformity of foodstuffs and non-food products to all the parameters (category, microbiological, chemical-physical) throughout the production cycle as defined by the Technical Specifications contained in the Company's bid;
- the presentation of the dishes;
- the conditions of the premises used for the service;
- the state of maintenance of the premises, machinery and equipment, in relation to the provisions of these STS and and, if improvements, applying those offered during the tendering procedure by the Company;
- observance of obligations relating to the safety of workers in the workplace (Leg. Dec. 81/2008 as amended and integrated);
- the behaviour of staff towards users;
- the degree of satisfaction of users' expectations by means of objective measures (canteen leftovers), interviews, and/or questionnaires.

Article 34 - Disputes and comments to the successful tenderer

The results of the inspections shall be communicated to the Company by the Contracting Authority.

Should any comments and objections found by the inspectors be presented, the Company may submit its observations in writing within 8 (eight) days; after that time and in the absence of convincing arguments, the Institute shall proceed to apply the penalties as per Article 13 of these STS.

Part VI - Premises provided by the Contracting Authority: Description, management and maintenance

Article 35 - Facilities for the production and consumption of meals

The Institute shall loan the Company, free of charge and for the entire duration of the contract, premises for the production and consumption of meals for a total of around 1,000m² (Annex G), in compliance with the regulations in force, equipped with everything necessary for the execution of the services contracted.

For this use, the Company shall pay an annual fee equivalent to € 60 per square metre which shall include, in addition to expenditure for extraordinary maintenance, heating and air-conditioning, also that for utilities (gas, electricity, water, and telephone).

For the entire duration of the contract, the Company undertakes to maintain the premises, facilities, and anything else handed over by the Institute in good repair. It also undertakes not to make modifications, innovations and/or transformations to the premises including the installations, machines and furnishings, without the prior authorization of the Contracting Authority.

In the case of the PRISMA management programme malfunctioning, independently of the IT infrastructure, the Company shall be responsible for ensuring normal functioning of the service with provisional solutions agreed with the managers of the Contracting Authority and to independently arrange to contact technical support in order to restore its functionality as quickly as possible.

Consequently, the Contracting Authority shall not be liable for any expenditure for ordinary maintenance necessary for the maintenance of the aforementioned.

The Company shall also be responsible for replacing any utensils or tableware because of wear, damage or loss that may occur in the course of the contract.

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On expiry of the contract, the Company undertakes to hand over to the Contracting Authority the premises with their installations, machinery and equipment in a number equal to that referred to in the inventory. Everything handed back must be in a perfect state of cleanliness, operation and maintenance, taking into account normal wear and tear due to normal use.

Should any damage be noticed to structures, machines, installations and equipment due to inexperience, neglect or lack of maintenance, this shall be estimated and charged in its entirety to the Company. In such a case, the Contracting Authority shall confiscate the performance bond referred to in Article I.4.3 of the Service Contract.

The Company, for itself and its assignees, undertakes irrevocably as of now and for the entire duration of the contract, never to change, for any reason or grounds, the destination of use of the premises entrusted to it, except by a different arrangement of the Institute and within the limits indicated by the same, under penalty of termination of the contract.

Article 36 - Maintenance

The Company shall be responsible for performing routine maintenance of equipment, machinery, installations, rooms, furnishings and everything else granted by the Contracting Authority to execute the service, including the hardware and software to manage the cash desks, based on the plan presented by the Company during the tendering procedure, which must include the minimum operations indicated in this Article. In the event of breakdowns, of whatever nature, the company undertakes to immediately call a reliable technician who must carry out the repairs within 24 hours of the occurrence of the breakdown; for each maintenance operation performed, the Company must record the intervention in the register provided, noting the date, the type of intervention, and the equipment concerned. A copy of the document issued by the technician who intervened showing data on the operation carried out must be submitted to the Institute. In the case of replacing a piece of equipment due to improper use or lack of maintenance, the Contracting Authority shall charge the Company the entire value of the equipment replaced.

Particular attention must be paid in carrying out scheduled interventions not done in a timely enough manner which might lead to a reduction in the quality and efficiency of equipment and machinery, even if only temporarily.

The Contracting Authority reserves the right to check the current condition of the premises, equipment, machinery and installations at any time.

The Institute shall still be responsible for the extraordinary maintenance of equipment, installations and furnishings and everything provided for the execution of the service, after verification of the correct execution of the ordinary maintenance by the Company.

Should any damage be noticed to the structure, installations, machines or furnishings belonging to the Contracting Authority, due to inexperience, negligence or lack of maintenance, this shall be estimated and charged in its entirety to the company. In such a case, the Institute reserves the right to confiscate the performance bond referred to in the Article I.4.3 of the Draft Contract.

The company must be in possession of a "Waste Oil Register" and have a contract with an authorized body to collect any waste oils. This document should be always kept at the production premises and be available for any checks by official hygiene and health inspectors or by technicians from the Contracting Authority to verify conformity of the service.

The Company shall also bear the costs of any maintenance interventions required to maintain the hygiene and safety requirements prescribed by the regulations in force and any others that may be issued during the validity of the contract.

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Minimal ordinary maintenance

An integral part of the Technical Offer that must be presented by each tenderer is the ordinary maintenance plan for all the equipment and machinery owned by the Institute and granted for use by the Company to supply the services, the areas for production, storage, consumption of meals and whatever else has been entrusted to the management of the Company.

The plan submitted must be suitable to ensure all machinery and equipment is kept in good working order. For this reason, it is necessary that the staff assigned by the Company carry out daily cleaning of all the equipment and machinery used and at set times systematically carry out the minimum checks listed below. Every maintenance intervention must be recorded on forms provided by the Institute.

Please note that these lists include the minimum checks required which must be guaranteed by tenderers, under penalty of exclusion from the tender, without prejudice to the possibility of extending the types and number of checks. The Institute shall analyse each extension proposed and assess the compliance with the management requirements as well as the improvement that would ensue.

- A. Equipment to keep meals warm (e.g.: bain-marie, heated display cases, hot cupboards and similar equipment).
- Temperature check.
 - Fan check (if applicable).
 - Water level check (if applicable).
 - Drainage check (if applicable).
 - Electrical components check.
- B. Extraction hoods: cleaning of filters, checking of control panel and wiring.
- C. Water softeners and purifiers: control and adjustment of the salt level.
- D. Equipment to keep food cool and/or fresh (example: refrigerators, refrigerated cells, blast chiller, refrigerated units, refrigerated counter, freezers, refrigerated display case, ice maker, refrigerated surfaces and similar equipment).
- Calibration of settings (temperatures, number and duration of defrosting cycles, etc.).
 - Cleaning of evaporators (if applicable).
 - Checking of defrosting evaporator elements (if applicable).
 - Checking of operation of fans and/or ventilators.
 - Checking of status of seals.
 - Checking of door hinges.
 - Checking of opening of safety door (blast chiller).
 - Checking of integrity of probe (blast chiller).
 - Checking of water condensate drainage tube (blast chiller, freezer, refrigerated counter, etc.).
 - Checking and cleaning of condensers.
 - Checking and topping up of refrigerant levels.
 - Checking of sliding door (display cases).
 - Checking of compressor consumption.
 - Checking of electrical control panels and wiring
- E. Equipment for cooking:
- Tilting braising pan, pasta cooker with tubs and similar equipment.
 - Checking of operation of safety devices.
 - Cleaning and checking of heating elements.
 - Checking and cleaning of the pilot flame and gas burners.
 - Checking of water supply system for the tank.

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- Checking of water drainage taps.
- Cleaning and descaling the tank.
- Checking of, adjusting, and lubricating the lid springs.
- Checking of timer (braising pan).
- Checking of pressure regulator (braising pan).
- Verifying and checking the thermoregulator (braising pan).
- Checking of motor and tank tilting mechanism (braising pan).
- Checking of linear lifting actuator (pasta cooker).
- Checking of control panels and wiring
- Cooker with electric rings, hot plate and similar equipment.
 - Checking of electrical heating elements.
 - Checking of electrical system.
 - Checking of electric griddles.
 - Checking of potentiometers.
 - Testing thermostat switch operation.
 - Checking of energy regulator.
 - Checking of condition of the griddles.
 - Checking of control panels and wiring
- Convection oven (gas and steam) and similar equipment.
 - Calibration of thermostats.
 - Checking of safety valve.
 - Checking of tightness of door seals.
 - Checking of heating elements.
 - Checking of probes and levels.
 - Checking of operation of door microswitch.
 - Verifying electrical consumption of fans.
 - Checking of hydraulic circuits, drainage and supply (steam oven).
 - Descaling of the boiler (steam oven).
 - Verifying the humidistat (steam oven).
 - Cleaning of the humidifier nozzle (steam oven).
 - Checking of electrical components.
- Microwave oven
 - Checking of the TRIAC
 - Checking of the supply relay
 - Cleaning without aggressive cleaning agents
 - Checking of control panels and wiring
- Fryer with baskets and similar equipment.
 - Checking of ignition electrode and thermocouple.
 - Checking of safety valve.
 - Checking of temperature limiter.
 - Checking of heating elements, control panel and electric cables.
- Cooker with oven and similar equipment.
 - Checking of pilot flame.
 - Verifying the burners.

F. Equipment for washing utensils.

- Dishwasher, glasswasher and similar equipment.
 - Checking of gear motor belt (dishwasher).
 - Checking of the drive chain (dishwasher).

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- Checking of end of belt guide (dishwasher).
- Verification of belt overload switch (dishwasher).
- Checking of belt tension (dishwasher).
- Overall check of belt (dishwasher).
- Checking and cleaning of pumps and filters.
- Overall check of washing system.
- Checking of the drying system.
- General check of the exterior.
- Checking of and adjusting set temperatures.
- Verifying tank levels.
- Checking and cleaning of drains.
- Checking of spray nozzles and arms.
- Checking of the boiler.
- Descaling of the boiler.
- Verifying operation of heat pumps (if applicable).
- Verifying technical condition.
- Checking of control panels and wiring
- Hydro-cleaning machine and similar equipment.
 - Regular cleaning with a damp cloth and/or brush, without aggressive cleaning agents.
 - Cleaning of water filter intake (if present).
 - Cleaning of filters.
 - Cleaning of jet nozzle.
 - Checking of valves.
 - Checking of bearings.
 - Checking and cleaning of the ventilation grilles.
 - Draining of water tank to prevent freezing (circulate antifreeze if necessary).
 - Checking and removal of limescale.
 - Checking of seals.
- Sinks and similar equipment.
 - Clean with a soft cloth.
 - Checking of correct operation of hydraulic components and taking of remedial measures if necessary.
 - Checking and cleaning of tap aerator, filters and drains.

G. Equipment for cutting.

- Electrical slicing machines and similar equipment.
 - Checking of operation of safety devices.
 - Sharpening of the blades
 - Checking play of guides and adjustments.
 - Checking and topping up of lubricant level for moving parts
 - Checking of sharpeners.
 - Checking of electrical consumption of motor.
 - Checking of electrical elements and cables.
- Cutters, vegetable cutters, vegetable peelers and similar equipment.
 - Checking of operation of safety devices.
 - Lubricating and cleaning of utensils (cutters and the like).
 - Checking of disc sharpeners (cutters and the like).
 - Checking of belt tension.
 - Checking of the bearings.

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- Checking of crankshaft sealing (vegetable peelers and the like).
- Checking and cleaning of abrasive walls (vegetable peelers and the like).
- Checking of electrical consumption of motor.
- Checking of electrical elements and cables.

H. Professional electronic scales for counters

- Cleaning with soft cloth avoiding the use of aggressive abrasive materials.
- Periodically checking accuracy of calibration and re-calibrate if necessary.
- Storage in a horizontal position without the dish in the case of transport and/or prolonged downtime.
- Storage in a clean, dry place.

Article 37 - Periodic checking of the installations and buildings

At any time, upon request of the Contracting Authority, and in any case on an annual basis, the parties shall arrange to verify the condition and state of repair of what has been handed over, with the agreement that for any shortage the Company shall arrange for the necessary replacement within 20 days following the finding.

After this deadline, in the case of noncompliance on the part of the Company, the Contracting Authority shall replace the missing material, sending a written communication to the Company and charging it an amount equal to the expenditure, plus 25% as a penalty.

Article 38 - Cleaning operations

During the operations to prepare and cook the food it is absolutely forbidden to keep detergents, brooms, or cleaning cloths of any kind and type in the areas for preparation, baking and cooking in general.

All the cleaning treatments to be carried out in the areas for production, dispensing and consumption whose entry can be forbidden to the public, must be performed by the Company at the end of the service. At present, this does not include the canteens at the Badia, Villa Schifanoia, Villa Salviati and Villa la Fonte.

These interventions are regulated by the “Technical Specifications relating to ordinary cleaning operations” submitted by the Company during the tendering procedure and approved by the EUI. The detergents to be used for cleaning must be those indicated in the Company’s bid.

In particular, the Company must ensure that the toilets and changing rooms annexed to the production premises are kept constantly clean and provided with disinfectant soap and disposable paper towels. They must also be kept free of materials and/or tools for cleaning.

The Company shall ensure that, in keeping with the Self-Monitoring Plan, the cleaning and sanitizing of production areas are carried out only after all of the production activities and the conservation of the meals has been completed. The cleaning of the places for dispensing must be carried out only when the users have left the premises.

The Company should ensure that the external areas of the kitchen are always perfectly clean and kept clear of waste.

The environmental health and safety limits of areas for storage, production, consumption and dispensing are valid 30 minutes after the conclusion of cleaning cycles in conformity with regulations in force.

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Article 39 - Cleaning of machinery, furnishings and equipment

At the end of the operations to prepare and dispense meals, all the premises, machines, furnishings, installations and equipment present at the catering facility and washing areas must be cleaned and disinfected as provided for in the relevant Technical Specifications.

During the operations to wash equipment it is strictly forbidden to direct jets of water at electrical control panels and equipment.

Before proceeding to clean the installations and equipment the switches of the main fuse box must be turned off.

Article 40 - Disinfestation and rodent control interventions

The Company must carry out an operation of disinfestation and general pest and rodent control at the beginning of the service and, subsequently, with the frequency specified in its own Self-Monitoring Plan. Such interventions are the full responsibility of the Company and must be carried out by authorized personnel in compliance with current regulations.

Excluded from these interventions are those areas outside where the rodent control service is carried out by the Contracting Authority.

Article 41 - Waste management

Management of the waste generated by the supply of the service referred to in these STS shall be entirely at the expense of the company and must be in conformity with the Municipal norms regarding the sorting of waste.

Solid waste shall be collected in plastic bags according to the category (in compliance with the rules on waste sorting) and taken to the special public containers present inside and/or outside the Institute's various offices intended for their collection. Bulky waste must be compacted in order to minimize the volume.

It is absolutely forbidden to leave waste outside the dumpsters/skips.

Disposal of waste oils is the Company's responsibility.

It is strictly forbidden to pour any type of waste into the sewers (through sinks, drainage channels, etc.). Should the sewers become clogged, the costs incurred by the employer to restore their full functionality will be charged to the company.

Article 42 - Prohibition on variation in destination of use

The Company, on behalf of itself and its assignees, undertakes irrevocably as of now and for the entire duration of the contract, never to change, for any reason or grounds, the destination of use of the premises entrusted to it, except by a different arrangement of the Institute and within the limits indicated by the same, under penalty of termination of the contract.

Article 43 - Handover inventory

On expiry of the contract, the Company undertakes to hand over to the Contracting Authority the premises with their installations, machinery and equipment in a number equal to that referred to in the inventory. Everything handed back must be in a perfect state of cleanliness, operation and maintenance, taking into account normal wear and tear due to normal use.

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Should any damage be noticed to structures, machines, installations and equipment due to inexperience, neglect or lack of maintenance, this shall be estimated and charged in its entirety to the Company. In such a case, the Contracting Authority shall confiscate the performance bond referred to in Article I.4.3 of the Service Contract.

Article 44 - Interruption of service

Temporary interruptions of the service are only permitted in the following cases:

a) Temporary interruption of the service as a result of Company staff striking

The continuity of the service must be guaranteed even in the event of a strike by the Company's employees.

If necessary, extraordinary organizational solutions may be agreed between the Company and the Contracting Authority. In the event of a failure to reach an agreement, the Contracting Authority shall be able to contact an external company to temporarily supply the service concerned. In this circumstance, the Company may not advance any claim whether economic, organizational or contractual.

b) Temporary interruption of the service upon application by the Contracting Authority.

The Contracting Authority can put a complete stop to the activities by giving the company notice of at least 24 hours. In the event of a failure to communicate to the Company within this time, the Contracting Authority shall pay fair compensation of up to 20% of the value of the daily service to cover the staff costs.

c) Temporary interruption of service due to breakdowns.

In the event of breakdowns in installations and structures of a gravity that stops the service being carried out, the Company shall be allowed to temporarily interrupt its standard activities and agree alternative organizational solutions with the Contracting Authority, such as supplying alternative cold meals of an equal economic and nutritional value.

d) Total interruption of the service due to reasons of force majeure

Total interruptions of the service due to reasons of force majeure shall not give rise to any liability for either party. For a detailed definition of what is meant by "force majeure" reference should be made to Article II.11 of the Draft Contract.

CHAPTER VII – Obligations and costs relative to execution of service

Article 45 - Costs to be borne by the Company

From the entry into force of the service the Company shall be totally liable for:

- a) all the expenses for any permits, (issued by ASL, the Region, the Municipality, etc..), licences and fees necessary to carry out the service;
- b) it is severely prohibited to use the Institute's facilities and equipment to prepare dishes other than those for the institute unless expressly authorized by the latter.
- c) ordinary maintenance of all equipment and machinery owned by the Institute and granted for use by the company to carry out the service based on the plan presented by the Company during the tendering procedure, which must include at least the minimum interventions listed in Article 36 of these STS. In the event of breakdowns, of whatever nature, the Company shall immediately call a

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- reliable technician who must carry out the repairs in the shortest time possible;
- d) ordinary maintenance of the areas for production, storage and dispensing of meals and whatever else is entrusted to the management of the Company based on the plan it presented during the tendering procedure and approved by the Contracting authority;
 - e) cleaning, disinfection, sanitization of and rodent control for installations, equipment, machinery and premises involved by the contract based on the Technical Specifications presented in the tender;
 - f) costs for any additions to the utensils, crockery, cutlery and whatever else has been made available by the Contracting Authority to carry out the catering service as resulting from the relevant handover document (Inventory of the material granted for use by the Company, in Annex R);
 - g) costs for the purchase of disposable consumables in a sufficient number and quantity to provide the service, such as, (by way of example and not of limitation): paper napkins, tablecloths and tray covers, individually packed toothpicks, biodegradable and compostable disposable drinking cups (for use in emergencies only), etc.;
 - h) costs for the purchase of consumables for the cash desks granted for use by the Company, as well as the costs to replace any hardware and software due to misuse of the same in addition to any major damage to the Contracting Authority's system and server;
 - i) sourcing foodstuffs and products for the preparation of all kinds of meals, all the catering services and everything necessary to run the bars;
 - j) sorting of waste and its transport to the public containers present inside and/or outside the Institute's various offices;
 - k) purchasing and cleaning of staff uniforms;
 - l) any equipment and additional machinery that the company deems it appropriate to buy, after prior formal authorization from the Contracting Authority, including any expenses necessary to install it and get it running;
 - m) performing inventories of equipment, machinery and utensils which the Institute has supplied to deliver the service both at the beginning of the contract and at its conclusion.

Should the technical works submitted by the Company during the tendering procedure not be considered in accordance with the expected standards as listed at points c, d, e, and in Articles 14, 17, 36, 38, 39 and 40 of these STS, the Contracting Authority shall require the company to make the appropriate additions.

The European University Institute shall remain fully indemnified from any expense inherent to the realization of the service requested by these STS.

Article 46 – 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),

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employees or associates (LTB) and the contract itself (CCL).:

- a) risks from food poisoning and/or other kinds of poisoning suffered by users of the catering service;
- b) damage to the property of third parties granted to and safeguarded by the insured party for whatever reason or purpose, including that resulting from fire and theft;
- c) damage caused to neighbours in the event of fire;
- d) damage to the property of the Contracting Authority loaned to the company to execute the service that is the subject of these specifications.

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.

The Contracting Authority shall also be relieved from any liability for damage, accidents or other incidents involving the Company's employees during the execution of the service, also for the liability of the users of the service, agreeing in this respect that any possible cost is understood as being already included or compensated in the amount paid for the contract. To this end, a CCL policy must be taken out with a ceiling of not less than € 3,000,000.00/1,500,000.00 (three-million/one-million-five-hundred-thousand).

Copies of the policies must be delivered to the Contracting Authority at least ten days before the signing of the contract. The policies must expressly include a clause in the terms and conditions which obliges the insurance company to report any unpaid insurance premiums to the Contracting Authority. A lack of such policies shall result in revocation of the award.

Article 47 - Breaches and penalties

Except for other penalties prescribed by the statutory provisions, to uphold the rules contained in these STS, the Contracting Authority reserves the right to apply the penalties laid down in this Article.

The Contracting Authority shall submit any dispute in line with the procedure described in Article I.10 of the Service Contract.

The amount of the penalties shall be proportionate to the gravity of the breach. As a result, 3 levels of gravity have been defined for breaches, on the basis of the economic consequences of the infringement and the risk to users' health and safety.

The penalties which the Contracting Authority reserves the right to apply are the following: Please note that the list of defaults below is not to be considered exhaustive and that the Institute reserves the right to object to any other behaviour that can alter and/or interrupt the regular supply of services.

1st level (average breach): € 500.00

- for each case of noncompliance as described in Chapter II of these specifications;
- for each deviation from what was offered by the Company in the menus presented during the tendering procedure;
- for each noncompliance with the temperatures laid down by Presidential Decree no. 327/1980;
- for each case of noncompliance with the Technical Specifications on the characteristics of the foodstuffs referred to in Article 14;
- for each case of noncompliance with the recycling procedure described in Article 15;
- for each non-conformity in the sorting of waste;
- for failure to carry out interventions of disinfection and rodent control with the required frequency;

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- for noncompliance with the health and security standards on the part of the Company staff;
- for the absence of a copy of the Company's Self-Monitoring Plan at the premises for the food service;

2nd level (serious breach): € 1,000.00

- for each infringement relating to respect for the ordinary maintenance plan submitted by the Company during the tendering procedure, including any modifications requested by the Contracting Authority;
- for delay in implementing the maintenance interventions under the Company's remit;
- for each case of noncompliance with "Good Manufacturing Practices" (GMP);
- for each parameter that does not comply with the limits on microbial contamination of food by non-pathogenic microorganisms;
- for each case of the discovery of foreign bodies in the meals served;
- for each day of use of foodstuffs other than those proposed in the Company's bid;
- for each failure to comply with the Self-Monitoring Plan;
- for the absence of the service manager for more than three days running without a replacement;
- for each failure to comply with the rules of law relating to employees and/or the non-application of collective agreements;
- for inadequate hygiene of equipment and utensils at each of the premises for the food services;
- for inadequate hygiene of the vehicles used to transport meals and foodstuffs;

3rd level (extremely serious breach): € 2,000.00

- for each parameter that does not comply with the limits on microbial contamination of food by pathogenic microorganisms;
- in the event of premises entrusted to the Company being used for a different purpose than that established by these specifications.

If over the course of six months will be applied a number of penalties for an amount of 3,000 euros, the Contracting Authority reserves the right to terminate the contract and confiscate the performance bond.

In this case, the Institute may turn to another supplier, first contacting the participants in this tendering procedure according to the ranking of bids, in addition to being able to take any legal action provided for by law.

CHAPTER VIII - EXCLUSION, SELECTION AND AWARDING CRITERIA

Article 48 – 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

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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.

Article 49 – 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.

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- 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;
- f) Proof of having carried out the inspection as per point 10 of the invitation letter.

Requisites of economic-financial capability

- g) 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.
- h) Average total turnover for the previous three fiscal years (2016 - 2017 - 2018) equal to at least Euro 2.560,000.00 (two-million-five-hundred-and-sixty-thousand/00) net of VAT. This request is made to allow the selection of a reliable operator, in view of the specific nature of the sector being entrusted and of the high quality performance required, as well as the importance of the supplies.
- i) Provide a copy of the financial statements for the last three financial years (2016 - 2017 - 2018). For filling the financial assessment questionnaire (Annex II D II) must be use the data relating to the last financial statement.

Requisites of technical capability

- j) Having carried out catering services over the last three financial years (2016 - 2017 - 2018) and having supplied a number of daily meals equal to 400, for a total annual quantity of 90,000 meals. Proof of the requisite must be indicated by: the precise object of the contract; the amount relating to the service net of VAT; the exact period when the service was supplied (start and end dates of the service); the exact names of the recipients, whether public or private, of the services.
- k) 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.
- l) Proof of experience in services similar to those of the present tender and, in particular proof of

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having carried out, in the three-year period preceding the announcement of the tender (2016-2017-2018), a similar contract or service to that requested in the tender (in terms of object and complexity) for an amount equal to or greater than 1,280,000.00 (one-million-two-hundred-and-eighty-thousand/00) Euro, net of VAT.

- m) Possession (or prove to have activated the procedure for obtaining) of the quality certification, still valid: **UNI EN ISO 9001:2015** issued by a certifying body authorized by ACCREDIA. In the case of a TGC and/or consortium, the certification must be possessed by each one of companies making up the grouping and/or consortium.
- n) Be in possession of **ISO 14001:2015** certification or equivalent; alternatively participants may submit a detailed description of the environmental management system implemented in compliance with a recognized technical standard. The eligibility of any equivalent qualifications and/or a self-declaration on the type of environmental management system implemented by the tenderer, will be evaluated at the sole discretion of the Institute.

In the case of a TGC and/or consortium, the requirements listed under points (a) to (i) included point(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 (j) to (n) excluded the point (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 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 50 - Awarding criteria

Only the Offers that meet 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 (the minimum threshold of technical suitability is **35/70**) 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

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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

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

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.

Each element will be assigned weighting factors whose sum is equal to **70**, 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 **35/70** 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.

	<u>DESCRIPTION</u>	<u>Maximum points</u>
A1	MENU AND PRODUCTS PROPOSED TO DELIVER THE SERVICE	<u>30</u>
	<u>The maximum score of 30 points will be allocated as follows:</u>	
	Menu proposed: <i>Point 1 of the Technical Offer</i>	20
	Type of products used: <i>Point 2 of the Technical Offer</i>	10
A2	SERVICE ORGANIZATION AND MANAGEMENT OF EMERGENCIES	<u>20</u>
	Execution of the service: <i>Point 3 of the Technical Offer</i>	
A3	MEASURES ADOPTED TO REDUCE ENVIRONMENTAL IMPACT	<u>5</u>
	Solution adopted to reduce environmental impact: <i>Point 4 of the Technical Offer</i>	
A4	PROPOSAL FOR IMPROVEMENT	<u>5</u>
	Improvements offered: <i>Point 5 of the Technical Offer</i>	

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A5	FINANCIAL ASSESSMENT QUESTIONNAIRE (ANNEX II – D II)	<u>10</u>
	TOTAL	<u>70</u>

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 (**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, 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

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

Price offered

Increased, partial or conditional bids shall be considered ineligible and shall therefore be excluded from the procedure.

Article 51 - Formalities required for award

In order to formalise the contract, the bidding company, which is awarded the tender must provide, on the

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date established by the Contracting Authority:

1. a performance bond of 10% of the tender amount equal to € 640.000,00 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 46 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 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 52 – 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 **21 June 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 Real Estate and Facilities Service, using the email address inforefs@eui.eu, **by 12:00pm (CET) on the 20 June 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

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document and any delegation thereof in favour of third parties.

CHAPTER IX – ADMINISTRATIVE INFORMATION

Article 53 – Subcontracting and outsourcing

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

It is forbidden to subcontract the characteristic service contracted which is the subject of these specifications. For any services ancillary to the main service such as: the transport and delivery of meals, maintenance, disinfestation and rodent control, as well as being declared within the context of the bid, subcontracting must necessarily comply with the provisions of Article II.7 of the Service Contract and be authorised beforehand by the Contracting Authority.

In the event of subcontracting introduced during the period of validity of the contract resulting from this procedure, the Company shall submit all necessary documentation to the Institute and await its prior indispensable authorization before rendering it effective and operative.

Subcontracting shall not involve any modification to the obligations and burdens of the Company, which shall remain the sole and only entity liable in respect of the Contracting Authority.

In the event of infringement of the rules indicated above, without prejudice to the right of the Contracting Authority to compensation for any damage and expenditure, the contract shall be terminated by law.

Article 54 – 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 55 – 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 Draft Contract.

CHAPTER X – FINAL PROVISIONS

Article 56 – 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.

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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 57 – 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 58 – 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:

- 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 59 – 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:

Annexes

- II – A Self-certification form
- II – B Declaration on honour on exclusion criteria and absence of conflict of interests
- II – C Economic Offer
- II – D I Technical Offer
- II – D II Financial assessment questionnaire

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- II – E Request of inspection
- II – F EUI Vacation Days 2019
- II - G Ground plans of the canteen granted free of charge
- II - H Technical specifications relating to the winter and summer menus for each type of user
- II – I Technical specifications on the characteristics of the foodstuffs
- II –L Technical Specifications relating to the critical limits of microbiological and physical-chemical values of food and environments
- II - M Technical specifications relating to the weights and measures for self-service
- II - N Technical Specifications relating to the weights and measures for the crèche
- II – O How to compose a meal
- II – P How to compose a salad
- II – Q Data on attendance at canteens
- II – R Inventory of canteen equipment
- II – S Emergency plan

Signature of Legal Representative

Company Stamp

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Signature of the Legal Representative

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