



REAL ESTATE & FACILITIES SERVICE

OP/EUI/REFS/2019/004

**Special Tender Specifications to appoint a Protection and Prevention
Service Manager (PPSM) 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 Special Tender Specifications (S.T.S.) is entrusted. “Tenderer” refers to the company that presents a bid.

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

Article 3 – Object of the tender

The Institute is organizing this open invitation to tender for the provision of Protection and Prevention Service Manager (PPSM) for the European University Institute.

Article 4 – Duration of contract

The duration of the contract is established as 1 (one) year renewable for a maximum of 6 times.

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 3 (three) 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.

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Article 5 – Estimated value of the contract

The estimated value of the “multiple framework contract in cascade” for its entire duration (seven years) comes to € **301,000.00** (three hundred and one thousand/00) equal to € **43,000.00/year** (forty-three thousand/00). This amount includes all the perks mentioned in these specifications and any other direct and indirect expenses necessary for the regular execution of the service contracted.

The annual value of the contract has been calculated by multiplying the estimate of the minimum number of hours necessary for the correct and exhaustive provision of the service requested, 960 hours per year as per the table in Art. 7 of this CSA, by the hourly labour cost, estimated by the institute at 45 euro (the result has been rounded down)

Article 6 – Premises and residences

The Institute’s PPSM shall be responsible for managing activities carried out at all the European University Institute sites, whether institutional or residential, in compliance with the health and safety laws.

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

Institutional sites

- **Badia Fiesolana,**
Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)
- **Villa Sanfelice,**
Via dei Roccettini, 5 - 50014 San Domenico di Fiesole (FI)
- **Villa Paola,**
Via dei Roccettini, 5 - 50014 San Domenico di Fiesole (FI)
- **Villa Pagliaiuola**
Via delle Palazzine, 17/19 - 50014 San Domenico di Fiesole (FI)
- **Villa Malafrasca**
Via Boccaccio, 151 - 50133 Firenze
- **Convento di San Domenico**
Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)
- **Complesso di Villa la Fonte – Dependance – Limonaia - Serra**
Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)
- **Complesso di Villa Schifanoia – Casale – Villino - Cappella**
Via Boccaccio, 115/121 - 50133 Firenze
- **Villa Raimondi**
Via Boccaccio, 111 - 50133 Firenze
- **Villa il Poggiolo**
Piazza Edison, 11 - 50133 Firenze

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- **Villa Salviati – Ipogeo (Historical Archives)**
Via Bolognese, 156 – 50133 Firenze
- **Villa Salviati – Manica e Castello**
Via Bolognese, 156 – 50133 Firenze

University Residences

- **Appartamenti PDM**
Via Faentina, 94/b - 50014 Pian del Mugnone (FI)
- **Appartamenti PAB**
Via Faentina, 386 - 50133 Firenze (FI)

Additional Institutional site

- **Palazzo Buontalenti**
Via Cavour, 65, - 50129 Firenze

CHAPTER II - DESCRIPTION OF THE SERVICE

Article 7 - Duties of the Protection and Prevention Service Manager

By means of this procedure, the Institute intends to appoint a Protection and Prevention Service Manager (PPSM) as established by Legislative Decree 81/08, the State-Regions Agreement of 7/7/2016 and subsequent amendments and additions. Below an average and non-exhaustive table of the main activities to be carried out by the selected professional, and an average estimate on the monthly hours for each activity covered. Such table is to be understood as an estimate of the minimum number of hours necessary for a correct and exhaustive provision of the requested service.

Provision of a larger amount of hours of service related to the following categories, that will not intercourse in additional remuneration to the fee already settled for the provided services.

Activity	Estimate Monthly Hours
Activities covered by the Legislative Decree no. 81/08 on risk assessment, prevention and protection measurements, including on-site inspections.	35
Activities covered by the Legislative Decree no. 81/08 on periodic checks and inspections	10
Activities related to the adaptation and application of fire protection legislation	15
Training activities	8

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Activities related to the risk assessment of legionella and asbestosis.	5
Organization and execution of Emergency drills	2
Organization, management and archiving activities according to the principles of systems management (type ISO 45001)	5
Total	80

The Institute’s PPSM shall be responsible for carrying out the tasks envisaged by Article 33 of Legislative Decree 81/08.

The person appointed must also:

- provide the top management with advice and cooperation to:
 - identify who is to manage safety for the Institute;
 - take steps and prevention measures based on risk assessment results;
 - satisfy the measures required by the relevant legislation;
 - manage liaisons between the Institute and the competent authorities in the health and safety field;
- inform the management of any innovations and/or any kind of change to the reference standards.
- provide assistance in the case of inspections carried out by the authorities responsible for health and safety.
- organize and participate in risk assessment surveys, including those for VDTs (offices) and the upgrading of workstations.
- review and adapt current documentation regarding legislative and operational requirements to do with health and safety, including documentation relating to the implementation and periodic testing of systems and equipment subject to the law in accordance with the provisions of Legislative Decree 81/08 and related technical standards;
- update “risk assessment” documentation and carry out amendments for any regulatory, structural and organizational variations; prepare new documentation.
- Prepare, update and file all documentation required by Legislative Decree 81/2008; Presidential Decree 577/1982; Ministerial Decree 10/03/1998; Presidential Decree 151/2011 – with particular attention to:

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- obligations in respect of fire prevention certification (for all sites and activities subject to issuing of said certification);
- the drafting of documents relating to risks from interference with other activities (including the activities in Title IV);
- cooperate and liaise with the Workers’ Safety Representative (WSR), including the organization of coordination meetings (at least every six months);
- organize and participate in the regular meetings envisaged by Article 35 of Legislative Decree 81/08;
- organize and participate in regular meetings (at least every six months) with all the employees of the Prevention Service and drawing up the minutes to be attached to the Safety Plan;
- prepare forms to convene meetings and carry out evacuation and emergency drills;
- provide advice to identify any personal protective equipment (PPE) needed for specific activities.
- keep risk assessments up to date and notify the competent authorities of their results, identifying priorities for intervention by:
 - organizing periodic inspections (at least once a year) of the workplaces where the prevention and protection measures indicated in the “risk assessment” document for each complex have been adopted;
 - confirming conformity of the measures taken and of any relevant certification;
- prepare and update the evacuation plans for fire protection and emergencies;
- develop security procedures for activities identified as potential risks;
- prepare and implement an integrated management system that complies with the relevant ISO 45001 standard;
- identify and procure any individual and collective safety devices;
- oversee and coordinate evacuation drills at all of the Institute’s premises;
- check and update the floor plans and safety signs and provide direct support for the installation of signs, medical facilities, fire-fighting systems and anything else necessary;
- organize training courses for staff and users of the Institute on general aspects of the relevant legislation: fire prevention, emergency and evacuation drills, biomechanical risk, VDT risk, electrical risk, noise risk, chemical risk, work-related stress, etc..., including the provision of pamphlets, information handouts for participants, and the drafting of reports;
- update risk assessments for contamination by asbestos and legionella in the buildings used by the Institute and notify the competent authorities of these, identifying priorities for intervention by:

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- organizing periodic inspections (at least once a year) of the workplaces where the prevention and protection measures indicated in the “risk assessment” document for each complex have been adopted;
- confirming conformity of the measures taken and of any relevant certification.

The professional appointed undertakes to carry out the service with due professionalism and punctuality, to respect the deadlines identified by law for the performance of the various obligations and to fulfil all the relevant, assumed, and consequent requirements as governed by these specifications.

The PPSM shall ensure his or her presence at the Institute’s premises (a provisional and non-exhaustive list of which is given in Article 6) for at least 40 hours monthly in formulas and agreements to be established in consultation with EUI representatives). Please note that the only valid calendar for the definition of the Institute’s holidays is the one given in the Annex F and that, as a result, any Italian holidays not covered by this are to be considered working days.

The Institute reserves the right to request consultation online in case of need.

Article 8 - Staff and their training - Mandatory Requirements

To carry out the activities referred to in these specifications please note that the PPSM must possess the following requisites:

- A specialist/master’s and/or bachelor’s degree accompanied by attendance certificates with verification of learning, in the specific courses referred to in Article 2, letter f and Article 32 of Legislative Decree 81/2008, organized by the bodies expressly indicated at paragraph 4 of the same article for the particular sector.
- Satisfaction of the minimum requisites, regulatory requirements and obligations for the role of PPSM, as established by:
 - Presidential Decree 577/1982;
 - Presidential Decree 151/2011 (Fire Prevention);
 - Ministerial Decree 10/03/1998 (Fire Prevention and Emergency Management).
- Membership of specific professional registers and/or orders.
- Enrolment in the register of fire prevention professionals (as per Law 818/84);
- Possess not less than ten years’ proven experience in the role and in the activities covered by this tender.

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CHAPTER III - OBLIGATIONS AND COSTS RELATIVE TO EXECUTION OF SERVICE

Article 9 – Obligations and costs to be borne by the Contractor

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

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

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

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

Article 10 – Safety provisions

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

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

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

Article 11 - Insurance Policies

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

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

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

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

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

Article 12 - Conditions for carrying out the service

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

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

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

Article 13 - Responsibilities of the Company

The Company shall assume all responsibility in the event of accidents or damage to persons and things that may occur deriving from the contract, whatever their nature or cause and in any event within the legal liability established by Legislative Decree 81/08, the culpability established by Art. 43 of the Penal Code, and the liability regarding statements to public administrations concerning the measures provided for by Presidential Decree 151/2011.

The Company shall also be responsible for:

- all the charges and risks related to the performance of the activities and services covered by this contract, as well as any activity necessary to carry them out or, in any case, appropriate for proper compliance with the obligations expected, including those relating to any transport, travel and mission costs for the staff involved in carrying out the contract;

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- fees relating to the insurance of its staff employed in carrying out the services covered by these Special Tender Specifications;
- observance of the rules deriving from existing laws and agreements relating to the recruitment of labour and safety at work, involuntary unemployment, invalidity and old-age pensions, and all other current regulations governing the executive phase of the contract;
- the adoption, in the carrying out of the services, of the procedures and all the precautions that apply to prevent the possibility of damage to public and private property and especially injuries to persons working there and to third parties, in compliance with the provisions of the laws in force. All responsibility in the case of accidents or damage during the carrying out of the service or caused by its staff, will therefore fall on the Company with the Contracting Authority being indemnified;

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

CHAPTER IV - EVALUATION OF THE SERVICE LEVEL AND PENALTIES

Article 14 – Breaches and penalties

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

Should any delays or inefficiencies be found, the Contracting Authority representative shall apply the penalty of €1,000.00 in the following cases:

- a) for any failure to present the expected documentation by the deadlines established by law;
- b) for any failure to carry out an emergency drill as established by law;
- c) for any failure to send the Contracting Authority representative within 24 hours of the occurrence, the report expected in the case of abnormal events and/or situations relating to the collective prevention measures for the Institute's premises;
- d) for any failure to send the Contracting Authority representative within 24 hours of the occurrence, the report expected in the case of discovering risk factors not otherwise listed in the Risk Assessment Document (DVR);
- e) for any failure to provide an Interference Risk Measurement Document (DUVRI) regarding the activities in the contract according to the terms established by law;
- f) for any failure to update the Risk Assessment Document (DVR) and its Annexes by the deadlines established by law;
- g) for any failure to replace Company staff considered unsuitable to carry out the service within two hours after a request from the Contracting Authority representative, by fax or mail;

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- h) for any dereliction of duty of the service staff, found at the incontestable discretion of the Contracting Authority representative, such as: failure to comply with the operational provisions, attitudes that are rude and disrespectful towards EUI personnel and third parties;
- i) for any failure to replace unacceptable employees;

Failure to update the documents as established by Legislative Decree 81/08, Ministerial Decree 10/03/98 and Presidential Decree 151/2011, shall result in the application of a daily penalty of €500.00, up to a maximum of thirty (30) consecutive calendar days, after which the EUI reserves the right to terminate the contract. Application of the penalties shall be preceded by a justified written objection sent by the Contracting Authority representative by registered letter with acknowledgement of receipt, preceded by a fax, which the Company shall have the right to oppose, presenting its observations within 5 (five) working days of receipt.

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

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

CHAPTER V - EXCLUSION, SELECTION AND AWARDING CRITERIA

Article 15 – Exclusion criteria

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

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning grave professional conduct by a final judgment of a competent judicial authority or administrative decision or decisions of international organizations;
- c) is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of Italy being the country of establishment of the Institute or those of the country where the contract is to be performed. This breach needs to have been established by a judgement or administrative decision having final and binding effect in accordance with the legal provisions of the

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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 16 – Selection criteria

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

General requirements

- a) Enrolment in the C.C.I.A.A. (Chamber of Commerce, Industry and Arts and Artisans register of companies), with foreign companies to be enrolled in a professional or trade registry of the State of residence, together with possession of 'anti-mafia' certification and with a company focus including or at least consistent with that of the tender.
- b) A copy of a general extract from the judicial record for the Company's legal representative. In the case of the award of the contract to a Company which has its registered office in Italy, the Institute shall require the competent Prefecture to issue the appropriate anti-mafia certificate;

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- 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 19 of the invitation letter.

Requisites of economic-financial capability

- g) Possession of one bank references issued by primary Italian banks or authorised intermediaries 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 80.000.00 (eight thousand/00) net of VAT.

Requisites of technical capability

- i) A list of the main services like the one that is the subject of the tender, carried out over the past three years (2016 - 2017 - 2018) with a description of the subject, of the respective amount, dates and public or private recipients, and the express declaration of regular effectuation of the same. The Annex to this statement should include the certificates issued and endorsed by the administrations of the contracting entities for which the services were carried out.
- j) Listed report of assignments received for activities related to the sections ATECO O-P-U and ATECO C-D-F.
- k) OPTIONAL: Possession or proof of activation of the procedure for the obtaining of the sequent certification or titles: UNI EN ISO 9001; UNI ES ISO 45001 (ex OHSAS 18001);

In the case of a TGC and/or consortium, the requirements listed under points (a) to (e) 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 (f) to (k) 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.

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Article 17 - Awarding criteria

Only the Offers that respect the criteria indicated at Article 15 and meet all the requirements listed in Article 16 above shall be eligible for the next stage of the procedure, the technical and qualitative evaluation. The Offers that are awarded at least the minimum technical score (the minimum threshold of technical suitability is **35/60**) will be eligible for the economic evaluation.

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

MAXIMUM SCORE	
Technical and quality evaluation	60/100
Economic evaluation	40/100

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

P. OFFER = P economic evaluation + P technical evaluation

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

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

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

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

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

Technical parameters

<u>DESCRIZIONE</u>	<u>Maximum</u>	<u>Total</u>
	<u>score</u>	<u>score</u>

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<u>CRITERION NO 1 - DESCRIPTIVE REPORT AND SERVICE METHODOLOGY</u>			
<ul style="list-style-type: none"> • Fire safety requirements for protected historical buildings • Emergency and contingency plans • Any additional services in addition to the minimum activities required • Possession of ISO 9001 certification 		<u>15</u>	<u>30</u>
		<u>10</u>	
		<u>3</u>	
		<u>2</u>	
<u>CRITERION NO 2 - CURRICULUM OF THE PROFESSIONAL/S</u>		<u>Maximum score</u>	<u>Total score</u>
The maximum score of 30 points will be divided as follows:		Score	<u>30</u>
<i>Previous Experiences</i>			
<ul style="list-style-type: none"> • From 1 to 3 assignments 	5	<u>20</u>	
<ul style="list-style-type: none"> • From 3 to 5 assignments 	10		
<ul style="list-style-type: none"> • From 5 to 10 assignments 	15		
<ul style="list-style-type: none"> • More than 10 assignments 	20		
<i>Training - Number of courses delivered in the last five years</i>		Score	
<ul style="list-style-type: none"> • From 1 to 3 courses 	2	<u>10</u>	
<ul style="list-style-type: none"> • From 3 to 6 courses 	4		
<ul style="list-style-type: none"> • From 6 to 9 courses 	6		
<ul style="list-style-type: none"> • From 9 to 12 courses 	8		
<ul style="list-style-type: none"> • More than 12 courses 	10		

The selection board will examine any proposals for improvements in a discretionary manner and a score will only be given if they are deemed valid and genuinely useful to improve the service. Should the Commission not consider the proposals genuinely useful to improve the service, the tenderer will be given a score of 0. Similarly, if the description does not allow an overall assessment of the proposal, the Commission will not proceed with the evaluation and the tenderer will be given a score of 0.

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

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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 score available for the price (40 points) will be assigned to the company that has offered the best discount on the hourly labour cost estimated by the Institute in 45 € / hour.

The annual value of the contract has been calculated by multiplying the estimate of the minimum number of hours necessary for the correct and exhaustive provision of the service requested, 960 hours per year as per the table in Art. 7 of this CSA, by the hourly labour cost, estimated by the institute at 45 euro (the result has been rounded down)

Scores (rounded to the second decimal place, where appropriate) will be awarded in proportion to the ratio of the best hourly cost proposed to the hourly cost offered by each participant in the competition.

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

Article 18 - Formalities required for award

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

1. the appropriate insurance policy covering all risks associated with the contractual activities as regulated in Article 19 of the STS;
2. a copy of general extract from the judicial record for the company's legal representative

Signature of the Legal Representative

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3. Copy of the qualifying certifications declared for the post

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 19 – 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 **28/11/2019 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 27/11/2019**, the form "Request for inspection" (Annex II - E) filled out and signed by the legal representative together with a copy of his/her valid identity document and any delegation thereof in favour of third parties. The paper version of the "Request for Inspection" (Annex II - E) must be delivered by the representative of the interested company to the manager of the Institute who will accompany him/her on the day of the inspection.

CHAPTER VI – ADMINISTRATIVE INFORMATION

Article 20 – Subcontracting and outsourcing

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

Subcontracting is allowed in accordance with the provisions of art. II.7 of the “multiple framework contract in cascade” provided by the Institute and specified in the tender documents.

Signature of the Legal Representative

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

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

Article 21 – 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 22 – Regular price revision

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

CHAPTER VII – FINAL PROVISIONS

Article 23 – General information

All aspects of the tender procedure shall be performed in compliance with the Institute's internal regulations, and especially in accordance with High Council's Decision No. 6/2015 laying down the EUI's regulatory and financial provisions, and with the President's Decision No. 19/2018 on Public Procurement, all of which are available on the EUI's website: <http://www.eui.eu/About/Tenders>

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

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

Article 24 – 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.

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Article 25 – 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 as Reference person for the contract the Health, Safety & Security Officer. 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 26 – Final provisions and annexes

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

- II – A Self-certification form
- II – B Declaration on honour on exclusion criteria and absence of conflict of interests
- II – C Economic Offer
- II – D Technical Offer
- II – E Request of inspection
- II – F EUI Holidays

Signature of Legal Representative

Company Stamp

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Signature of the Legal Representative

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