



REAL ESTATE AND FACILITIES SERVICE

***OP/EUI/REFS/2021/004***

Special Tender Specifications for the provision of maintenance services and  
construction works

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2021

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## TITLE I

### GENERAL INFORMATION ON THE CONTRACT

#### ARTICLE 1 - PRESENTATION OF THE EUROPEAN UNIVERSITY INSTITUTE

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

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

The registered office is at Badia Fiesolana in Via dei Roccettini no. 9, in San Domenico-Fiesole (FI).

For further information please visit the official website at [www.eui.eu](http://www.eui.eu).

#### ARTICLE 2 - DEFINITIONS

“Company” and “Contractor” shall mean the company entrusted with the service which is the subject of this Contract, governed by this Annex I - Special Tender Specifications (STS); “Competitor” shall mean any company that makes an offer.

“Institute” and “Contracting Authority” shall mean the European University Institute (EUI) which entrusts to the company the service that is the subject of this Annex I - Special Tender Specifications (STS).

By “preventive maintenance” is meant a maintenance policy that aims to carry out interventions of “overhaul”, “replacement” or “repair”, before a component shows a fault, with the intention of preventing the occurrence of the failure, and extending the useful life of the component, installation or structure.

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

#### ARTICLE 3 - OBJECT OF THE CONTRACT

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

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

- A **Service Contract** OP/EUI/REFS/2021/004/LOT-A, for the provision of preventive and incidental maintenance services (ordinary and extraordinary) of all the facilities and installations of the EUI campus which can be summarized, but not in an exhaustive way, and divided into the following macro categories:
- mechanical systems,
  - electrical and special systems (including all installations and Health, Safety and Security protection),
  - construction,
  - painting,
  - works in iron and wood,
  - works of gardening and the maintenance of green agricultural and woodland areas,
  - maintenance of internal driveways and parking areas.

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

- maintain the security and safeguarding of buildings and installations;
  - minimize times for repairs and the resulting emergencies;
  - lengthen the useful lifespan of the systems.
- A **Single Framework Contract** - OP/EUI/REFS/2021/004/LOT-B for the realization of works, the provision of services and/or the provision of labour for specific interventions which may concern all the sectors involved in a building (such as the macro categories in the previous point).

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

- increase the security of the buildings;
- improve the efficiency and effectiveness of the working environment;
- upgrade the buildings to comply with the regulations in force.

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

#### **ARTICLE 4 - CONTRACT INFORMATION**

The objective of this tender procedure is to conclude:

- no. 1 (one) "Service Contract" for LOT A concluded with a single operator,

- no. 1 (one) “Single Framework Contract” for LOT B concluded with a single operator.

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

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

The Contract shall be supplemented by these STS and related annexes, by the Letter of Invitation to Tender for the specific lot, and by the offer submitted during the tendering procedure by the Company together with all the attached documentation.

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

#### **ARTICLE 5 - DURATION OF THE CONTRACT**

The Contract covered by these technical specifications shall have a duration of twelve consecutive months starting from 01/12/2021 until 30/11/2022, renewable from year to year up to a maximum of 7 years for both lots.

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

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

#### **ARTICLE 6 – ESTIMATED VALUE OF THE CONTRACT.**

The base bid price for the maximum duration of the contract (7 years) is fixed at:

1. LOT A: € 7,700,000.00 (seven million seven hundred thousand/00) excluding VAT. It is specified that the contract will be annual and without tacit renewal, the total amount of which will be € 1,100,000.00.
2. LOT B: € 7,000,000.00 (seven million/00) excluding VAT. It is specified that the contract will be annual and without tacit renewal, the total amount of which will be € 1,000,000.00.

The amounts referred to herein were determined by the Contracting Authority on the basis of a comparison between the costs incurred for the same activities in the years 2017 - 2018 - 2019 - 2020 and the cost of

labour and materials as shown in the Price List for the execution of public works and maintenance of the Tuscany Region 2021 and annexes: (Completed Civil Engineering and Urbanization Works), (Completed Electrical and Mechanical Installations), (Unit Costs for Small-scale Civil Maintenance and Urbanization), (Unit Costs for Small-Scale Electrical and Mechanical Installation Maintenance), (Gardening and Internal Driveways), 2020 additions and related Technical Specifications.

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

Increased bids on these amounts will not be admitted.

**LOT B** - The amounts are not binding for the Institute since they have been calculated based on presumed and unpredictable needs, identified on the basis of statistics relating to previous years and on planning for future needs, therefore susceptible to change during the period of validity of the Contract. Should orders be issued for a total value equal to the base bid price plus 50% before the expiration of the term of the framework contract originated by this procedure, the Institute will launch a new invitation to tender.

#### **ARTICLE 7 - REDUCTION AND/OR INCREASE IN THE SERVICE**

##### LOTS A and B

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

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

##### LOT A

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

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

The buildings occupied by the Institute are of both private and public ownership. For this reason, during the period of validity of the Contract resulting from this tender procedure, there may be an overlapping of contracts for the maintenance of specific areas and/or systems concluded directly by the owners with third-party companies other than the Company. In these circumstances, the object of the maintenance service contracted by the Institute from the Company shall be decreased by exclusion of whatever has been outsourced to these third parties. In the event of the expiry of these contracts, where they are not renewed, replaced and/or new procedures are not launched by the owners, the Institute reserves the right to include areas and/or systems previously deleted/excluded from the scope of the maintenance service contracted by the Institute from the Company with this invitation to tender.

The sole purpose of the possible separation from the Contract of one or more macro categories as a result of the situations detailed above, in Table 7.I below are the estimated values (gross of the discount offered by the Contractor) of 5 macro categories into which the maintenance service as per Lot A of this Contract is considered subdivided:

Table 7.I: Estimated values of macro categories (gross of the discount offered by the Contractor)		
No.	Macro category	Estimated gross value
1	Mechanical systems (internal and external water mains, hydro-sanitary, fire prevention, heating and air conditioning)	€ 250,000
2	Electrical and special plants (including all installations and Health, Safety and Security protection)	€ 250,000
3	Building upkeep, painting, maintenance of internal driveways and parking areas.	€ 250,000
4	Works in iron and wood	€ 100,000
5	Works of gardening and the maintenance of green agricultural and woodland areas,	€ 250,000
	Total	€ 1,100,000

Any separation from the Contract of one or more macro categories will result only in a reduction in the full-time on-site team of the specialized maintenance technician in the category not contracted (with the exception of gardening works whose activities are divided among the generic maintenance technicians and Contractor's resources who are not part of the full-time on-site team).

The Contracting Authority reserves the right to temporarily reduce or cancel the service (and its consequent remuneration to the Contractor) for reasons of force majeure such as natural disasters, socio-political events, or health emergencies that modify or suspend the Institute's activities.

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

#### **ARTICLE 8 - PREMISES WHERE THE SERVICES WILL BE CARRIED OUT**

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

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

#### ***Institutional sites***

- **Badia Fiesolana,**  
*Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)*
- **Villa Sanfelice,**  
*Via dei Roccettini, 5 - 50014 San Domenico di Fiesole (FI)*
- **Villa Paola,**  
*Via dei Roccettini, 5 - 50014 San Domenico di Fiesole (FI)*
- **Villa Malafrasca**  
*Via Boccaccio, 151 - 50133 Firenze*
- **Convent of San Domenico**  
*Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)*
- **Complex of Villa la Fonte – Annex – Lemon House - Greenhouse**  
*Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)*
- **Complex of Villa Schifanoia – Casale – Villino - Cappella**  
*Via Boccaccio, 115/121 - 50133 Firenze*
- **Villa Raimondi**  
*Via Boccaccio, 111 - 50133 Firenze*
- **Villa il Poggiolo**  
*Piazza Edison, 11 - 50133 Firenze*
- **Villa Salviati – Basement (seat of the Historical Archives of the European Union)**  
*Via Bolognese, 156 – 50133 Firenze*
- **Villa Salviati – Wing and Castle**  
*Via Bolognese, 156 – 50133 Firenze*
- **Palazzo Buontalenti**  
*Via Cavour, 65, - 50129 Firenze*

#### **University Residences**

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

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

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

Annex II - G contains ground plans of the buildings. Table 8.I (below) lists the extensions in separate m<sup>2</sup> for each building, including internal and external areas.

Table 8.I: Indicative size of EUI campus properties		
Property	Internal net surface area (m <sup>2</sup> )	External net surface area (m <sup>2</sup> )
Badia Fiesolana	9,969	37,757
Church - Badia Fiesolana	866	0
Villa San Felice	441	969
Villa Raimondi	551	2,779
Schifanoia Chapel	262	0
Schifanoia Lemon House	75	0
Villa Schifanoia	2,313	25,026
Casale Schifanoia	549	0
Schifanoia Bungalow	35	0
Villino Schifanoia	581	0
Villa Il Poggiolo	1,806	16,427
Annex of Villa Il Poggiolo	54	0
Typography	200	0
Villa Malafrasca	631	1,295
Gymnasium	72	416
Villa la Fonte Lemon House	329	0
Annex of Villa la Fonte	105	0
Villa la Fonte	2,210	13,096
Convent of San Domenico	1,354	210
Villa Salviati HAUE	1,799	0
Villa Salviati Wing	1,692	132,450
Villa Salviati Castle	3,567	0
PAB Apartments	3,803	26,434
PDM Apartments	987	856
Villa Paola	641	1,680
Palazzo Buontalenti Lot 0	1,400	588

Palazzo Buontalenti construction site area	15,000	5,000
<b>Total</b>	<b>52,073</b>	<b>266,946</b>

The part called “Palazzo Buontalenti construction site area” in Table 8.I above is not and will not be used (unless urgently needed) by the EUI for its activities, since it has not yet been restored by the Italian government. However, the entire complex will be handed over to the EUI and will be returned to the State Property Agency for the restoration works scheduled to end by 2029. The subject of this Contract are all possible activities for the safety and security of the premises delivered to the EUI, but not yet restored and not inside construction site areas, such as the disassembly of unsafe doors and windows, the temporary repair of any leaks in already decommissioned installations.

## TITLE II

### SPECIFIC CHARACTERISTICS OF THE SERVICE

#### LOT A - PREVENTIVE AND INCIDENTAL MAINTENANCE SERVICES

##### ARTICLE 9 - IMPLEMENTATION OF THE SERVICE

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

Annex II-H shows, merely by way of example and not of limitation (drawn up in October 2014 by the Cofely company under the previous maintenance contract) a technical examination of the fire protection, electrical, heating and safety systems of the majority of the buildings that make up the EUI campus. It should be understood that this technical examination was only partial since it was not updated, and it completely ignored the fabric of the structures, fixtures and outdoor areas which are an integral part of this Contract. The Company shall be responsible for the management, care and maintenance of all the institute’s premises, the related structures (i.e., works in iron and wood, fixtures, masonry, roofs, forecourts, car parks, gardens and green areas, and so forth) and all the systems present (e.g.: mechanical, electrical, lift, special, security, the passive part of the data transmission system, and so forth).

Following the awarding of the Contract and before signing the Contract, the company will carry out specific inspections in the presence of EUI officials and jointly with the outgoing Contractor in order to verify the magnitude and state of maintenance of the buildings and systems that are the subject of this Contract.

During the execution of the service, the Company shall take all necessary precautions for the requirements of safety and security of the Contracting Authority’s property, ensuring, in the case of damage caused by its

own personnel or their activities, that it promptly notifies the Institute's representatives and carries out a rapid repair of the damaged property or, where this is impossible, offers financial compensation.

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

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

Should the Company fail to perform the service according to the expected timeframes and arrangements, even partially, the Contracting Authority, subject to prior notification to the Company, can order a third-party company to execute the service omitted partially or totally, debiting the Company for related costs and any damage resulting from its failure to carry out the service.

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

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

During the first two months, the Contractor must draw up a list of components deemed "critical spares" designed to ensure continuity in the operation of the main plants, e.g. boilers, refrigeration units, fan coils, etc.

With reference to the Headquarters Agreement between the EUI and the Italian Government, Presidential Decree no. 990 of 13/10/1976) and the subsequent supplementary agreements, First Addendum to the Headquarters Agreement (Law no.505 of 10/27/1988) Second Addendum to the Headquarters Agreement (Law no.182 of 11/21/2014 ), Third Addendum to the Headquarters Agreement, despite some maintenance interventions for problems encountered in state-owned buildings, may be the responsibility of the Italian Government, the Contractor, in order to guarantee continuity of the Contracting Authority's activities, will in any case be required to proceed with the timely restoration (definitive or temporary according to the indications of the Contracting Authority) of structures, installations and/or machinery. Should the Contracting Authority authorize a repair of a temporary nature, this shall be done in anticipation of a decisive intervention by the Administration referred to above, respecting the timeframes specified in Table 16.I at Article 16 (or other offers, if an improvement, see Article 43).

Similarly, although some maintenance interventions for problems encountered in buildings owned by third parties may be the responsibility of the latter (see Article 1576/1609 of the Italian Civil Code), also for these structures, in the event of breakdowns and/or malfunctions, it will in any case be necessary to proceed with

the timely restoration (definitive or temporary according to the indications of the Contracting Authority) of structures, installations and/or machinery. Should the Contracting Authority authorize a repair of a temporary nature, this must be carried out in any case respecting the timeframes shown in Table 16.I of Article 16 and pending a definitive solution of the problems by the owner.

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

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

#### **ARTICLE 10 - MINIMUM ORGANIZATIONAL STRUCTURE**

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

- A. **no. 1 (one) Maintenance Team Manager (MTM)** who must be present on site every EUI working day with minimum hours from 8:00am to 5:00pm, and will be the main operational interface and a reference figure for the EUI Coordinator (EIC) and must not carry out maintenance or ticket resolution activities unless otherwise indicated by the Contracting Authority.
- B. **At least 4 (four) general maintenance technicians** for the various complexes of the campus for every EUI working day with minimum working hours from 8:00am to 5:00pm;
- C. **At least 5 (five) specialized maintenance technicians** (boiler system technician, refrigeration technician, electrician/special systems technician, painter/builder, carpenter/joiner, gardener) for every EUI working day with minimum working hours from 8:00am to 5:00pm;
- D. **At least 2 (two) maintenance technicians out of the 9 above** (a plumber and an electrician/special systems technician obligatorily belonging to the team referred to at Points B and C) available outside the times referred to in Points B and C 24/7, 365 days a year, with intervention times as specified in Article 16 below.
- E. further personnel of the Contractor or **necessary outsourcing contracts** to provide support and activities which the team referred to above will not be able to carry out due to workload or a demand for more specific skills (purely by way of example: preventive and incidental maintenance of BMS Sauter, Honeywell installations, and so forth, the preventive and incidental maintenance of approximately 26 hectares of gardens and parks, the checks provided for in the regulations on grounding systems or lift installations);

The Contractor must fill in the table below, as part of a specific question of the Technical Offer Art. 50 - Attribution of scores relating to the technical-qualitative aspects - inserting the names of the figures he intends to propose as part of the team of fixed supervision of the Contract and must then indicate the names

of the backup figures (1st and 2nd backup for each type of maintenance team figure, whose order of intervention cannot be reversed).

For the category of generic maintenance technicians, first-level backups are allowed, and they may be interchanged since their tasks are the same.

Table 10.I: Chart of names proposed for on-site personnel				
No.	Qualification	Holder	1 <sup>st</sup> Backup	2 <sup>nd</sup> Backup
1	MTM			
2	General 1			
3	General 2			
4	General 3			
5	General 4			
6	Specialized boiler system technician			
7	Specialized refrigeration technician			
8	Specialized electrician / special systems technician			
9	Specialized painter / builder			
10	Specialized carpenter/joiner			

In total, at least 25 names must be proposed. For each name entered in the above table, the Contractor must attach a specific résumé (demonstrating fulfilment of the minimum requirements referred to in Art. 26).

The maintenance team personnel presented and evaluated in the tendering procedure:

- will be evaluated by the EIC who will verify their experience and competence in the specific sector and may possibly request their replacement during the first 3 months of the Contract;
- cannot be replaced unless there are causes of force majeure which must be accepted in advance by the Contracting Authority, and the same applies to the companies in charge of carrying out services via outsourcing contracts, on pain of application of the penalties envisaged and possible termination of the Contract.

Each time one of the members of the on-site team is replaced without notice and the prior approval of the Contracting Authority, the latter shall apply the sanction mechanism as per Article 46. Sanction and Penalty Mechanism.

The MTM must have A2-level knowledge of English. This person cannot perform maintenance tasks but must still have a technical background and expertise rather than administrative.

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

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

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

#### **ARTICLE 11 - PREVENTIVE MAINTENANCE**

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

The Company shall be responsible, at its own expense, for all maintenance, trials and/or periodic tests required by Italian law for specific systems and/or equipment and/or structures and all replacements and repairs as may prove necessary to ensure that these comply with the requirements provided for by the laws and regulations (e.g. checks on grounding, fire extinguishers, lift systems, sprinkler systems, power generators, and so forth).

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

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

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

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

The care and maintenance of outdoor areas such as parking lots, squares and asphalt roads, architectural concrete, rammed earth, gravel, etc., indoor plants, parks, gardens and green areas are the responsibility of

the Company, which must also see to maintenance and the decorum of the borders between the Institute's offices and the public road, as well as the removal and disposal of waste produced by all the above activities.

Obviously, the Company's tasks shall also include cleaning of the technical rooms and power plants at least every six months. These interventions must always be carried out keeping disturbances to the Institute's activities to a minimum. Any interventions which cannot be reconciled with the Institute's normal activities must be scheduled and carried out after working hours or during public holidays without any increase in cost for the Institute (see Annex II-F).

The PAB Apartment complex is intended to accommodate members of the EUI with leasing agreements which start from the last week of August and end in the second week of August of the following year for each academic year. The above leads to the provision that all ordinary maintenance interventions (such as painting and small repairs of structures and systems) must be carried out in the period of about 10-12 calendar days in August in which the apartments (potentially a maximum of 60 units real estate) will not be leased. Consequently, the Contractor must provide for the organization of the aforementioned activities with adequate staff, albeit in a period of closure of the EUI and without any increase in costs for the Contracting Authority.

#### **ARTICLE 12 - PROPOSAL FOR A PREVENTIVE MAINTENANCE MANUAL AND IMPLEMENTATION PROCEDURES**

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

In addition, this specific part of the Technical Offer must lay down the procedures which the Contractor intends to use for all the preventive maintenance operations it will provide as described in the Proposal for a Preventive Maintenance Manual. This is to ensure that the number and type of preventive maintenance operations envisaged, combined in a statistical value (as shown below) and the incidental maintenance operations are compatible with the organizational structure proposed by the Contractor and that they respond to the timeframes for resolution/execution arising from these specifications.

For many years, the EUI has been implementing policies to contain energy consumption with continuous modernization of its structures and awareness campaigns aimed at members of its community. It will be up to the Contractor to carry out, in the first 3 months of the Contract and free of charge, a study which identifies all the potential changes that can be made to the campus infrastructure in order to reduce energy consumption. The methods by which the Contractor intends to carry out the above study will be the subject

of a specific question in the Technical Offer. It is understood that any implementation of the activities resulting from the above study will be at the discretion and expense of the Contracting Authority.

### **ARTICLE 13 - SYSTEM FOR MANAGING AND REPORTING ON PREVENTIVE MAINTENANCE OPERATIONS**

For several years, the EUI has used a system for the automatic management of tickets for incidental maintenance (for information purposes only, since 2017 the system in use has been Xperience by the Basis Group). This tool manages and tracks preventive maintenance activities.

In order to immediately start preventive maintenance activities, the Contractor must enter in the Xperience system within 2 (two) months from the start of the Contract his “Proposed Preventive Maintenance Manual” which will automatically generate the preventive maintenance tickets for the first months of the activities becoming fully operational.

For this reason, the Contractor shall be responsible for carrying out, within 12 (twelve) months from the start of the Contract and keeping it constantly updated, a technical investigation of the fabric, all its parts, and the components of the installations, taking care that every single item in this investigation is accompanied by:

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

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

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

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

- A. the activities planned and carried out or possibly not carried out;
- B. the compliance or non-compliance with the timeframes envisaged, and therefore the expected date of execution and maximum delay in execution;
- C. the reliability of the interventions (which will be evaluated based on any corrective maintenance operations performed on components on which preventive maintenance had already been carried out).

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

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

#### **ARTICLE 14 - INCIDENTAL MAINTENANCE**

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

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

Table 14.II: Statistical data on incidental maintenance tickets			
Year	2018	2019	2020
Annual tickets	2819	3001	2869
Average daily tickets (out of approximately 233 days of the structures being open)	12.1	12.8	12.31

While not being able here to look at the activities arising from the preventive maintenance scheme, in view of the average number of daily tickets referred to in the above table, the minimum organizational structure detailed in Article 10 has proved sufficient to tackle the incidental and preventive maintenance workload and timeframes. It is the intention of the contracting authority to have a team of maintenance technicians on site to resolve incidental maintenance problems, carry out preventive maintenance, but also to execute **improvement maintenance**, also called *proactive maintenance*, which is a policy that envisages servicing interventions aimed at improving the value or performance of a system, or a part of it. The maintenance

action will therefore not be subject only to malfunctions but must derive from improvement needs expressed both by the user and by the maintenance technician in order to keep structures, driveways, forecourts, fixtures & fittings and green areas in the best possible conditions.

**ARTICLE 15 - CLASSIFICATION OF INCIDENTAL MAINTENANCE OPERATIONS**

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

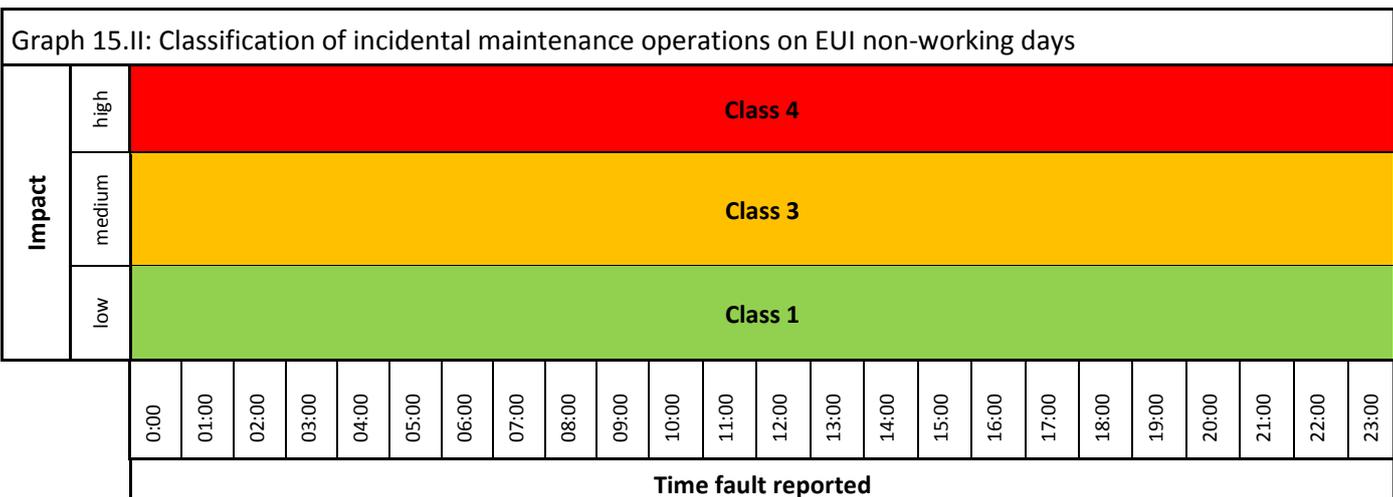
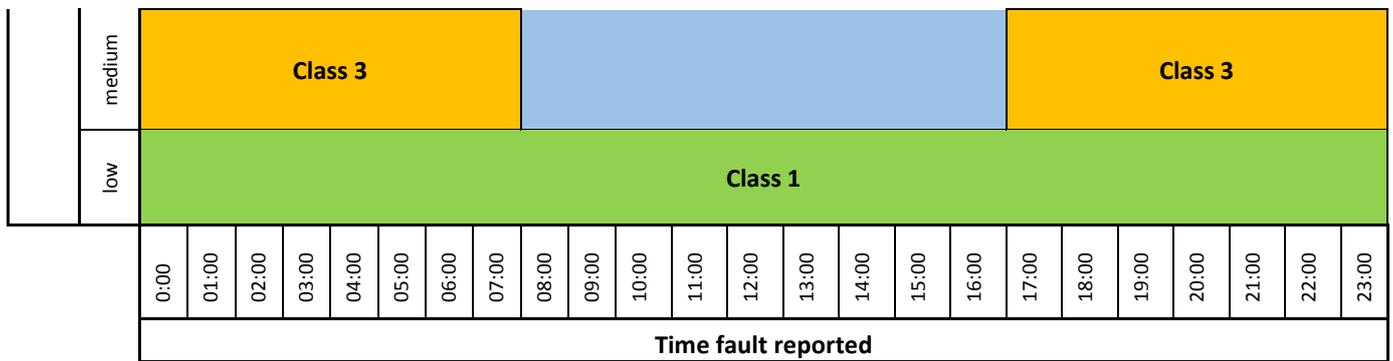
Disregarding the times when there will be general and specialized maintenance technicians on site (minimum working hours 8:00am - 5:00pm) for the purposes of classifying the faults we have considered the working hours of the EUI as being from 08:00am to 5:00pm from Monday to Friday; any episode that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

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

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

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

Graph 15.I: Classification of incidental maintenance operations in EUI working hours				
Impact	high	Class 4	Class 2	Class 4



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

**ARTICLE 16 - TIMEFRAMES OF INCIDENTAL MAINTENANCE OPERATIONS**

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

- **Time for intervention (T1):** maximum period elapsed between the report and the arrival of the technician at the site of the event, expressed in minutes;
- **Time for adjustment and minimizing the negative impact of the fault (T2):** maximum period elapsed between the report and the adjustment and minimization of the negative impact of the fault, expressed in minutes (if the failure could cause damage to people or things);

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

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

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

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

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

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

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

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

For example: at 7:30am the Contractor’s technicians on call receive a report of an event identifiable as “Class 3 - medium impact”; at 8:00am the “working hours” begin. As reported in Table 16.I, for “Class 3 - Medium Impact” an intervention must take place within **T13**= 30 minutes from the report and be repaired within 240 minutes, i.e. 4 hours. In our example, the repair must be completed by 11:30am during the working day. It is therefore necessary to recalculate **T2** to minimize interference with the Institute’s daily activities. From Table 16.I it can be seen that, in the case of an event that occurs during working hours, **T22** is equal to 120 minutes, i.e. 2 hours. By applying the above formula, **T2** is recalculated for a “Class 3 - Medium Impact” event: **4 – (8 – 7:30) = 1 3:30 I**. According to the formula, the repair should be completed within three hours and thirty minutes (3:30) from the report. From a comparison between this result and the **T2** provided for “Class 1 - working hours” events we have 3:30>2, so that the timing defined by Table 16.I above will apply, and the repair must be completed by 9:30am.

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

#### **ARTICLE 17 - EXAMPLE OF AN INCIDENTAL MAINTENANCE TICKET PROCEDURE**

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

During working hours from 8.00am to 5.00pm, Monday to Friday (lunch breaks should be staggered to guarantee non-stop service and registered through the use of an appropriate time clock provided by the Contracting Authority), on the opening of a ticket (via a platform, e-mail or mobile app all linked to the Xperience system) by a user or the EIC, the resolution procedure will be as follows:

- 1) The ticket is managed, if possible categorized, and clarified from the 1<sup>st</sup> level of resolution, transferred to the telephone helpline provided by those running the Xperience system helpdesk.
- 2) If a solution to the problem cannot be found through this first level, the operator helpdesk will forward the ticket to the EIC who will assign it to the MTM competent for the geographical location of this particular ticket (or to another maintenance technician depending on the workload resulting from the backlogs of tickets not yet resolved by each resource).

- 3) Should the EIC consider the nature, location or severity of the problem reported by the ticket to be such that it cannot be resolved by one or more general maintenance technicians, he or she shall have the right to submit the ticket directly to one or more specialized maintenance technicians.
- 4) If the general maintenance technician realizes that the resolution of the problem reported by the ticket does not fall within his/her remit due to the complexity or duration of the intervention, the ticket can be forwarded to the specialized maintenance technician responsible for the sector, ensuring that the fault has been rectified first, however.
- 5) Should the type or extent of the fault at the origin of the ticket not lie within the scope of the maintenance team on site, the MTM shall promptly request the intervention of specialized technicians in order to resolve the fault according to the contractual timeframes and minimize its impact on the EUI's activities.

Calculation of the timeframes referred to in Article 16 shall begin from the time of the ticket being submitted (via Xperience) to one of the Contractor's maintenance technicians. Any intervention carried out on the ticket will be registered by the Xperience system. The start of the operations to resolve a fault and the consequent actions for a given ticket may be conditioned by the presence or otherwise of a maintenance technician on the spot where the fault or malfunction was reported (a presence to be verified using geolocation, recognition of an NFC tag or barcode/QR code), as may other actions related to the registering of the T1, T2, T3 and T4 timeframes for the fault or malfunction which generated the ticket.

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

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

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

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

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

Outside the working hours referred to above, any emergencies should be reported by one or more users directly (via phone and/or in person) to the security staff on site 24/7 in the EUI control room. The same (security staff member), depending on the characteristics and seriousness of the emergency, may contact the EIC or the Contractor's technician on call.

If contacted, the EIC will assess the extent of the failure, and if necessary intervene on the spot. Should the EIC not manage to resolve the problem, he/she will then contact the Contractor's on-call technician, and will register the opening of the call via the Xperience system, assigning a classification (and relevant timeframe) to the fault found.

Once the call has been received (from the EIC or the on-site security staff member), the Contractor's on-call technician must intervene on the spot within thirty (30) minutes. Depending on the type of failure and the availability of parts, he/she will carry out the adjustment or repair and inform the EIC (should it not have been previously involved) of the problem found. The EIC will register the opening of the call via the Xperience system, according to the normal procedure previously detailed in Articles 16 and 17.

In the event of the EIC not being available, the on-site security staff member can register the opening of the call via the Xperience system.

#### **ARTICLE 18 - EXAMPLE OF PREVENTIVE MAINTENANCE TICKET PROCEDURE**

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

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

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

#### **ARTICLE 19 - GLOBAL PERFORMANCE COEFFICIENT**

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

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

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

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

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

Should the GPC value be lower than 80% for three consecutive months, the Institute can assert its right to terminate the Contract, by means of a fortnight's written notice of 15 working days, without the Contractor being able to object.

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

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

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

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

Said plumber must:

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

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

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

1. the prolongation of time T14 by a further 30 minutes (i.e. the technician must intervene by 4:35am);
2. a lowering by 0.05% of the monthly GPC;
3. the deferral, equal to the time of the extension referred to in Point 1, of all the subsequent contractual timeframes and therefore a need to adjust and minimize the impact of the fault by

6:05am (T24= 2 hours), to arrange for a temporary repair by 8:05am (T34= 4 hours), to arrange for a definitive repair within 15 days or to ask the EIC to extend T4 (T44= 15 days) with a valid proven excuse.

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

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

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

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

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

#### **ARTICLE 20 - FURTHER DETAILS**

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

- A. readings of the consumption given by the meters of all the appliances installed at the Institute's premises, including individual meters installed at the Historical Archives of the European Union and those to register the consumption of the kitchens, bar and self-service canteens at the various sites of the Institute, and the keeping of electronic registers (visible to the Contractor's managers) to record them on, taking care to update them in the first 3 (three) days of each month;
- B. replacement of faulty locks or duplication of lost keys (including the supply of such locks and copies of keys);
- C. fixing to walls of paintings, coats, shelves, brackets, etc. in offices and communal spaces (including supply of fixing systems);
- D. maintenance and possible replacement of household appliances (ovens, hobs, dishwashers, refrigerators) present in the apartments of the PAB and PDM complexes;
- E. the maintenance of all internal and external curtains and blinds and mosquito nets of the premises covered by the Contract;
- F. the maintenance and replacement of all road signs and safety notices;

- G. assistance by the Contractor's maintenance technicians, to be provided also outside working hours, for approximately 5 annual events including: End of Year Ball, 2 (two) Board Meetings, 2 (two) Budget Committee Meetings, Christmas Party;
- H. the management, handling and maintenance of all remote controls for heating and air conditioning (electric heaters and portable air conditioners) which may be used to compensate for failures of heating and cooling systems and the lack of these in some areas of the campus.
- I. the keeping and updating of a register showing a list of all the assets worth more than €420.00 replaced as part of the maintenance tasks referable to Lot A.

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

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

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

In this context:

- The Contractor undertakes to follow the analytical invoicing procedures required by the Institute, issuing upon request, specific invoices for each cost centre/activity mentioned.
- Without prejudice to the provisions of articles 9, 21, and 22 of these STS, at the request of the Contracting Authority, the Contractor undertakes to provide detailed final reporting (wherever possible in advance, without this requiring approval by the EUI and/or resulting in a delay in executing the activities set out in Article 16, and in any case within 5 days from the completion of the activities) of the expenses incurred by the Contractor for the performance of extraordinary maintenance activities<sup>1</sup>.

#### **ARTICLE 21 - BIDDING FOR PREVENTIVE AND INCIDENTAL MAINTENANCE**

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

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

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

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1. In accordance with the contents of Article 9 of these STS, it is specified for all useful purposes that this provision will allow the Contracting Authority to obtain reimbursement of those expenses pertaining to third-party bailors and lessors. Given that a failure to make such a report may generate charges for the Contracting Authority, it is included among the penalties of Article 46.

**ARTICLE 22 - THE REAL VALUE OF THE MAINTENANCE FEE (LOT A)**

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

For example, let us suppose that during the tendering procedure the Contractor has proposed a 10% discount on the presumed amount of the Contract. This will lead to an annual maintenance fee of € 990,000. As defined above, the amount of the monthly fee for maintenance (€82,500/month) must be multiplied by the GPC of that same month achieved by the Contractor (see Article 19 of these STS). Supposing that for the month of March 2021 the GPC were 99.75 %, this would result in a fee for the same month for maintenance as per Lot A of the present contract equal to € 82.293,75.

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

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

**ARTICLE 23 - ADDITION AND/OR DISPOSAL OF BUILDINGS, SYSTEMS AND/OR COMPONENTS SUBJECT TO PREVENTIVE AND INCIDENTAL MAINTENANCE**

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

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

The parameters C1 and C2 indicate the annual cost for maintenance expressed per square metre (m<sup>2</sup>). These must be applied to calculate variations in the case of acquisition and/or disposal of buildings and/or portions of them, including all installations and/or systems with which they are provided. Parameter **C1** is to be applied in the calculation of variations for the maintenance of indoor areas (offices, communal spaces, technical rooms, etc.); parameter **C2** serves to definition variations for the maintenance of outdoor areas (forecourts, car parks, loggias, gardens, sports facilities, etc.).

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

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

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

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

1. by using the 2021 Price List for the execution of public works and maintenance of the Tuscany Region 2021 and its annexes ( <http://prezzariollpp.regione.toscana.it/#2021/2>);
2. by referring to the tables of ANCE (Italian National Construction Association) for cases in which it is not possible to apply other criteria.

#### **ARTICLE 24 - ADDING/DISPOSING OF PROPERTY, SYSTEMS AND/OR COMPONENTS SUBJECT TO PREVENTIVE AND INCIDENTAL MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 25 - PRODUCTS USED

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

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

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

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

## ARTICLE 26 - FULL-TIME ON-SITE PERSONNEL

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

**at least 1 (one) MTM** on site at the various premises of the campus for every working day of the EUI with minimum working hours from 8:00am to 5:00pm;

**at least 4 (four) general maintenance technicians** for the various complexes of the campus for every EUI working day with minimum working hours from 8:00am to 5:00pm;

**at least 5 (five) specialized maintenance technicians** (boiler system technician, electrician/special systems technician, painter/builder, carpenter/joiner, where all the macro categories referred to in Art. 7 have been ordered) with a logistics central in the PAB apartments for every working day of the EUI with minimum working hours from 8:00am to 5:00pm;

The working hours shall be from 8am to 5:00pm at the locations where each technician will be located (lunch breaks of 60 minutes maximum must be staggered in order to ensure a non-stop service), 8 hours a day, 5 days a week for all the days of the EUI calendar, including those that differ from the Italian calendar (for an example of the 2021 holiday calendar See Annex II-F). The Institute reserves the right to modify the working hours in the event of need without this entailing increased costs.

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

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

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

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

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

These personnel must be available and contactable by phone at any time during the working hours and therefore the Company must provide them with the necessary communication tools at its own expense. At least 2 (two) employees (compulsorily part of the full-time on-site team) must be available 24/7, also outside working hours.

The total number of hours worked annually by full-time on-site employees, as per the Technical Offer, may not be lower, none excepted, than those produced by the minimum number of maintenance technicians established by these STS, i.e. 10 (ten), and the number of daily hours of work, i.e. 8 (eight) on the days when the EUI is open in the year under review.

By way of example, for the year 2019, the total annual hours as a minimum would have been equal to:

$233$  (no. of days open)  $\times$   $10$  (no. of maintenance technicians)  $\times$   $8$  (no. of daily hours of work) = 18,640 hours

Upon reaching the minimum hours to be provided, only hours worked from 8am to 5pm on the days when the EUI is open shall count.

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

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

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

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

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

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

#### **ARTICLE 27 - MINIMUM REQUIREMENTS FOR ON-SITE PERSONNEL**

The Company must provide no. 1 (one) **Maintenance Team Manager** (plus another 2 (two) backup staff) with:

- diploma of industrial expert or surveyor or higher and at least ten (10) years of previous specific experience as coordinator of a maintenance team (of at least 5 employees) in contracts of the same type and of the same amount as that referred to in these STS.
- a valid Type B driving licence;
- certificate of basic PC knowledge in Microsoft Office.
- certified knowledge of English equivalent to at least A2 level.

In addition, the Company must also provide at least 4 (five) general maintenance technicians (plus another 4 (five) backup staff who are interchangeable) with:

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

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

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

no. 1 (one) specialized boiler system technician (plus additional 2 backup figures) with:

- ✓ a qualification as “skilled worker” and at least five (5) years’ previous specific experience in plants for heating, air-conditioning, civil and industrial plumbing, BMS monitoring and control systems;
- ✓ a valid Type B driving licence;
- ✓ certificate of basic PC knowledge in Microsoft Office.

no. 1 (one) maintenance technician specializing in refrigeration systems (plus additional 2 backup figures) with:

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

no. 1 (one) maintenance technician specializing in electrical/special systems (plus 2 additional backup figures) with:

- ✓ a qualification as “skilled worker” and at least five (5) years’ previous specific experience in domestic electrical systems and special installations such as CCTV, access control, fire detection, intrusion, BMS monitoring and control systems;
- ✓ a valid Type B driving licence;
- ✓ Certificate of basic PC knowledge in Microsoft Office.

no. 1 (one) maintenance technician specializing in painting/building work (plus additional 2 backup figures) with:

- ✓ a qualification as “skilled worker” and at least five (5) years’ previous specific experience in restoring masonry, flooring and plasterwork as well as painting, preferably in historical buildings;
- ✓ a valid Type B driving licence;
- ✓ Certificate of basic PC knowledge in Microsoft Office.

no. 1 (one) maintenance technician specializing in carpentry/joinery (plus additional 2 backup figures) with:

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

The maintenance team manager (MTM) will be the main operational interface and a reference figure for the EUI Coordinator (EIC). Please recall that this person (MTM) must have A2-level knowledge of English to be proved by an English Language Certificate, which may be corroborated by the EIC during the start-up phase of the Contract.

#### **ARTICLE 28 - ACCESS AND KEY MANAGEMENT**

The successful Company shall receive magnetic cards, keys (upon request) and passes to access each structure of the Institute, which are indispensable to execute the services contracted. The Company is therefore liable in respect of the Institute for the behaviour of its personnel and must take care to instruct them to always ensure that the premises are kept secure.

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

#### **ARTICLE 29 - CONTINUITY OF SERVICE**

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

In no case the Company may, therefore, suspend or interrupt the service, otherwise it will face the sanctions envisaged in Article 46 below, without prejudice to compensation for possible greater damage suffered in the event that the Contracting Authority needs to arrange for the services itself.

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

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

#### **LOT B - CONSTRUCTION, CIVIL AND MECHANICAL ENGINEERING CONCERNING THE BUILDING, RESTRUCTURING AND MAINTENANCE OF CIVIL AND INDUSTRIAL BUILDINGS AND ADDITIONAL INFRASTRUCTURE.**

#### **ARTICLE 30 - IMPLEMENTATION OF THE SERVICE**

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

For a definition of the procedures and the quality of service required please refer to the [2021 Price List for the execution of public works and maintenance of the Tuscany Region](#) and its annexes ( <http://prezzariolpp.regione.toscana.it/#2021/2> ).

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

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

The company must appoint a Technical Service Manager (TSM); this person must have:

- technical training (a surveyor's diploma, a degree in engineering or architecture);
- at least 10 (ten) years' experience in managing the work of SMEs;
- good knowledge of AutoCAD, PriMus, and Excel.

The TSM must be contactable by telephone at any time during working hours and therefore the company must provide the latter with the necessary communication tools at its own expense. The résumés of the TSM and his/her backup will be the subject of a specific question in the Technical Offer as per Table 50.II and Annex II – D Technical Offer Lot B. The information provided shall be considered binding for the Contractor for the entire duration of the Contract. The persons presented and evaluated in the tender cannot be replaced under normal circumstances unless by force majeure which must be previously accepted by the Contracting Authority. Should any persons be appointed who are different from those presented and evaluated during the tendering procedure, the Contractor shall have the right to apply the sanctions envisaged in Art. 46 of these STS. Sanction and Penalty Mechanism. The TSM may make use of associates in specific sectors, but he/she shall always be the sole interface for the Institute concerning the design, planning, implementation and verification of the works contracted.

Everything described above must be supplied by the Company without any increase in costs for the Institute and as part of the quantification, of the works contracted.

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

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

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

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

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

### **ARTICLE 31 - ASSIGNING A TASK**

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

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

The Company shall respond, again via the digital platform, with a specific technical / economic proposal, sent no later than ten (10) working days for requests classified by the EUI with “high priority”, no later than 20 (twenty) working days for requests classified by the EUI as “low priority”. This time is termed “Preparation Time” (**PT**). In its offer the Company must include:

- A technical report with a description of the work.
- The type and amount of items to realize it.
- Partial costs of individual items (with incidence of labour included) and total cost of the work;
- A price analysis based on the price list of the Tuscany Region for 2021 and comparative estimates for the “NP” (New Prices) prices and the same discount must be applied to these items as was offered in the Contractor's economic offer for the items in the basic price list of Lot B of these specifications. Should the Contractor deem it necessary for the technical development of a request by the Institute, or the Institute makes a specific request (for example in order to evaluate the solution proposed by the Contractor before carrying out the works or in the cases provided for by the regulations), the Contractor will take on the costs of preliminary, final and executive design, construction management, safety coordination and testing of the work. In order to develop these activities, it shall be able to make use of external professionals. Unless otherwise indicated by the EUI at the time of the request, the charges for these activities will be considered remunerated in the unit prices of the estimate net of the discount offered.
- The “work start time” (**ST**) expressed in working days: **ST** indicates the days intervening between the signing of the Order Form by the Institute and the actual start of the work; the Company shall indicate for each performance the shortest **ST** it can guarantee, bearing in mind that this can never exceed

that offered by the Company during the tendering procedure (maximum **ST** applicable to any type of work required);

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

Technical/Economic Offers must be created using software for calculation and accounting work of the PriMus type, or equivalent.

For the accounting requirements of the Institute, estimates must be drawn up and formatted in a way that clearly defines the cost of each asset that is the object of the estimate, including transportation, installation, any work necessary for its operation, activation, and whatever is necessary to make the asset function properly (all entries must be inserted individually and made to fit).

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

Following acceptance of the Company’s Economic Offer, the Contracting Authority will produce the relevant Order Form, which once it has been approved by the Contracting Authority, will be sent to the company via a simple email.

Only upon receiving the Order Form from the Institute can the work be considered confirmed, and the ST and CT times will begin from the date the Order Form is received by the Company.

Any reservations or comments on the Order Form received must be formulated by the Company within five (5) working days.

If no reservations are received by the Contracting Authority within five (5) days, the Order Form will be considered accepted by the Company without reservations.

Any reservations issued by the Company will be evaluated by the Contracting Authority and may be subject to integration in a revision of the Order Form if deemed relevant. In any case, the reservations issued will not change the TI and TF times, which remain those indicated on the Order Form, and previously indicated by the Company in its technical/economic proposal.

It is understood that the Order Form is a mere administrative completion of the procedure of contracting the work, whose technical features are explained in the Technical/Economic Offer which shall form part of the relevant Order Form.

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

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

### **ARTICLE 32 - THE WORK PROGRAMME (WP)**

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

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

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

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

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

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

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

At the same time as the "Final Report", the "as-built" documents of the intervention carried out, plus any "Declarations of Conformity" of the installations created must be delivered.

### **ARTICLE 33 - OPERATIONAL SAFETY PLAN (OSP)**

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

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

#### **ARTICLE 34 - TRACEABILITY OF THE WORKS**

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

1. the statuses of each task as prescribed by the specific Order Form;
2. notes relating to the day-to-day progress of the operations;
3. a detailed description of events and/or conditions which might affect the proper execution of the operations.

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

The Company must keep and update a register showing a list of all the assets worth more than €420.00 installed and/or replaced as part of the maintenance tasks referable to Lot B.

#### **ARTICLE 35 - CONTINUITY OF SERVICE**

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

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

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

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

#### **LOTS A AND B - GENERAL CHARACTERISTICS IN COMMON**

#### **ARTICLE 36 - MACHINERY AND EQUIPMENT**

##### **LOTS A and B**

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

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

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

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

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

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

### **ARTICLE 37 - PROVISIONS CONCERNING PERSONNEL**

#### **LOTS A and B**

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

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

The team must consist of persons of proven ability, honesty and morality and capable of maintaining a decent and irreproachable demeanour; they must be reserved, correct, willing to collaborate with the personnel of the Contracting Authority and with any external users who may access the premises. All personnel are obliged to maintain secrecy regarding any information and/or situation they may become aware of during their work.

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

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

In executing the service, the Company's personnel shall use diligence and take care to avoid damaging the floors, walls, furnishings and equipment of the interiors. In the event of damage or the need to clean property and areas belonging to the Institute or third parties ascribable to carelessness or lack of attention on the part

of the Company's staff, the Contracting Authority will claim compensation for the reimbursement of damages to the company

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

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

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

At least five days prior to the start of 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 on the date and place of birth; Tax ID; qualification, and details of their insurance and social security positions;
- ✓ An extract from the judicial record.

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

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

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

In executing the service, the Company's personnel shall use due diligence and take care to avoid damaging the floors, walls, furnishings and equipment of the interiors. Where damage is caused to the property of the Institute or third parties due to negligence or carelessness on the part of the Contractor's staff, the Contracting Authority will claim compensation for the reimbursement of damages to the company.

The Contracting Authority reserves the right to request the replacement of personnel who fail to fulfil the aforementioned obligations. In such a case, the Company shall replace the unacceptable employee no later than 5 (five) days after receiving a formal request.

In order to certify the hours of service actually worked, the personnel employed under the Contract must use a special magnetic card provided by the Contracting Authority to record their presence by means of special time clocks located at the entrance to all the premises. It shall be the responsibility of the Contracting Authority to provide the Company manager in charge of managing the service with access to such data.

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

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

### **ARTICLE 38 - SERVICE SUPERVISOR**

#### **LOTS A and B**

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

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

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

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

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

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

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

He/she shall be responsible for signing Order Forms.

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

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

### **38.a Minimum requisites of the Service Supervisor**

The Service Supervisor must be:

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

## **ARTICLE 39 - MINIMUM REQUISITES OF THE SERVICE**

### **LOTS A and B**

The minimum requirements for the service shall tally with the basic demands of the Institute to measure the quality of the services provided. The Company undertakes to provide services of a level equal to or higher than the minimum required and accepted by the Institute.

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

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

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

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

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

### **LOT A**

- Drafting, uploading onto the digital platform of an activity plan and continuous updating of the *“Technical investigation of the structures, all their parts, and the components of the installations”* ([Article 13](#));
- Compliance with the operational timeframes envisaged for the events of Class 1, Class 2, Class 3 and Class 4 ([Article 16](#));

- Provision and management of products, equipment, machinery and spare parts, consumables and everything else necessary for the carrying out of activities in autonomy and in full compliance with the regulations in force concerning safety and the environment (Articles 11 and 14);
- Ensuring the daily presence of 10 (ten) employees at the exclusive disposal of the Institute (Article 10);
- Management and resolution of issues altering the normal usability of the structures and/or the correct functioning of installations and systems (Article 13).

**LOT B**

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

**ARTICLE 40 - ADDITIONAL SERVICES AND IMPROVEMENTS**

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

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

**LOT A**

- Indicating a shorter time that the Company might take with regard to the action parameters of the events in Class 1, Class 2, Class 3 and Class 4 as per the description in Article 16;
- Increasing the number of on-site personnel and/or their total working hours (Article 12 of these STS);
- Offering the setting up and removal of installations and facilities free of charge (both provisions and personnel) for events such as the State of the Union or the June Ball, which are held annually.
- Offer a total or partial replacement, where not already carried out by the EUI, of the existing access control system (Titan technology) with the new access control system (Mifare Desfire technology);
- Other additional services and/or improvements on the Company’s own initiative.

**LOT B**

- Indicating a shorter time expressed in days that the Company might take with regard to the parameters **PT** and **AT** as per Article 31;
- Other additional services and/or improvements on the Company's own initiative.

**LOTS A and B**

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

It is understood that, unless specified and quantified otherwise, all the improvements offered shall be without additional costs for the Contracting Authority.

**TITLE III****QUALITY CONTROL AND CONFORMITY OF THE SERVICE****ARTICLE 41 - SELF-CHECK SYSTEM****LOTS A and B**

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

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

The self-check system must indicate as a minimum:

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

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

**ARTICLE 42 - CHECKS AND INSPECTIONS****LOTS A and B**

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

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

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

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

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

#### **LOT A**

- The Institute shall record via the Xperience platform the date and time of sending the request for each intervention, cataloguing them by class (see Article 15); the time when the technician arrives at the site of the fault will be assumed as the time recorded by the system itself to be validated via one of the systems referred to in Article 17; the times when the installation has been adjusted and the impact minimized, the temporary repair has been carried out, and the date of the final repair will also be recorded.
- Should the checks reveal that the times recorded by the Xperience platform are not consistent with what actually occurred, the Institute shall notify the Company and apply the sanctions envisaged by Article 46.
- the actual hours worked out of the minimum annual total hours for the daily presence of 10 (ten) on-site personnel at the EUI premises, plus any increases offered during the tendering procedure by the Company, shall be verified by the reading of the data recorded by the time clocks, access control and CCTV systems where present or, alternatively, the visitors' books; verification may be made at any time and at any rate on a monthly basis;
- inspections by the Contract contacts and the Service Supervisor following the execution of specific incidental maintenance and/or reports by users (in cases where a joint inspection is impossible, suitable photographic documentation will be acquired);
- constant consultation of the data and information provided by the Institute's own networks (access control and CCTV systems) and by the Xperience platform for the traceability of maintenance interventions and their results, and statistics on the operation of installations and systems;
- verification that each trouble ticket received is correctly processed and resolved.

#### **LOT B**

- Inspections by the Contract contacts and the Service Supervisor following the execution of specific works and/or reports by users (in cases where a joint inspection is impossible, suitable photographic documentation will be acquired);
- consultations without prior notice of the "Log Book";
- the Institute will automatically record via its digital platform:

- the date and time of sending a request for a technical/economic offer;
- the date and time of receiving the technical/economic offer;
- the date and time of receiving the Order Form.

## TITLE V

### OBLIGATIONS AND LIABILITIES IN THE EXECUTION OF THE SERVICE

#### ARTICLE 43 - OBLIGATIONS AND CHARGES TO BE BORNE BY THE COMPANY

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 to comply with the provisions of the Service Contract provided by the Institute, those in these STS (Annex I), in its Offer (Annex II), and in the Letter of Invitation.

The Company shall be held directly accountable for any damage to persons and/or property and to the Contracting Authority itself; any compensation being borne in full and exclusively by the Company.

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

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

#### ARTICLE 44 - SAFETY PROVISIONS

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

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

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

#### ARTICLE 45 - 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..

To participate in this tender, each Competitor must demonstrate that they have taken out one or more policies with a leading insurance company to 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).

The guarantee ceiling should be appropriate to the activities covered by this Contract, including all the additional and complementary operations and activities necessary, with no exclusions or exceptions, and shall not in any case be less than Euro 1,000,000.00 per claim, for persons and things.

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

## TITLE V

### NON-COMPLIANCE AND PENALTIES

#### ARTICLE 46 - SANCTION AND PENALTY MECHANISM

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

The Contracting Authority may carry out, at any moment, checks and inspections on the exact fulfilment of the services requested, using, whenever deemed necessary, CCTV systems and Access Control in order to verify the presence and attendance of full-time on-site staff on the campus.

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

Table 46.I: Breaches and Penalties			
LOT A			
N	Description of breach	Severity of breach	Amount of sanction
1	Person starting work with a delay of up to 15 minutes after the beginning of the service (at 8:00am unless specified otherwise)	low	€100.00 (one hundred/00) for any breach and for every employee
2	Person starting work with a delay of more than 15 minutes after the beginning of the service (at 8:00am unless specified otherwise)	medium	€500.00 (five hundred/00) for any breach and for every employee

3	Person leaving work up to 15 minutes earlier than the scheduled end of service (5:00pm unless specified otherwise)	low	€100.00 (one hundred/00) for any breach and for every employee
4	Person leaving work more than 15 minutes before the scheduled end of service (5:00pm unless specified otherwise).	medium	€500.00 (five hundred/00) for any breach and for every employee
5	Daily hours carried out by an operator, excluding the lunch break (which must last one hour) less than 9.	low	€100.00 (one hundred/00) for every hour or fraction not worked.
6	Absence without prior notice of on-site staff and without them being replaced within one (1) hour.	high	€1,000.00 (one thousand/00) for every day not covered, to be added to any penalties due for hours not worked on-site.
7	Failure to comply with the documentary and storage constraints for the products used envisaged by the laws in force in Italy and/or in the EU, or the use of toxic and/or harmful products in violation of the provisions of Article 25 of these STS. The application of the sanction shall not relieve the Company from civil and/or criminal liability towards third parties for any use of improper substances.	low	€100.00 (one hundred/00) for each episode duly confirmed.
8	Loss of keys of EUI premises or facilities.	low	€100.00 (one hundred/00) for each episode duly confirmed.
9	Intervention of staff lacking the minimum equipment envisaged by the Contract.	low	€100.00 (one hundred/00) for each episode duly confirmed.
10	Interventions on a fault by staff of the Contractor with expertise and roles different from the categorization defined by the EIC (e.g. an intervention by an electrician on a leaking radiator), unless previously approved by the EIC.	low	€100.00 (one hundred/00) for each episode duly confirmed.
11	Failure on the part of the Contractor's employees to lock technical rooms, switchboards, or meter rooms using existing mechanisms.	low	€100.00 (one hundred/00) for each episode duly confirmed.

12	Failure on the part of a Contractor's maintenance technician to respond to a call by the EUI contact person, the EIC him/herself, or EUI control room staff or to carry out an intervention.	high	€1,000.00 (thousand/00) for each episode duly confirmed.
13	Falsification of T1, T2, T3, T4 and PMT times (activities declared as having been carried out, but in reality not executed or executed at times not matching those recorded by the Xperience platform) .	high	€1,000.00 (thousand/00) for each episode duly confirmed.
14	Falsification of clocking-in/out times by an employee of the Contractor.	high	€1,000.00 (thousand/00) for each episode duly confirmed.
<b>LOT B</b>			
<b>N</b>	<b>Description of breach</b>	<b>Severity of breach</b>	<b>Amount of sanction</b>
15	In the event of non-compliance of <b>PT</b> and <b>AT</b> , the Institute shall apply the cascade mechanism (Article 39).	low	€100.00 (one hundred/00) for each episode duly confirmed and the Institute shall apply the cascade mechanism (Article 39).
16	A delay of more than 50% (fifty percent) of the total time for executing works in relation to one of the parameters between the <b>ST</b> (as defined during the tendering procedure or on the specific Order Form, if an improvement) and the <b>CT</b> (as defined by the specific Order Form).	high	€1,000.00 (one thousand/00) for each episode duly confirmed; the Institute reserves the right to hire a trusted third-party company to complete the work, at the expense of the Contractor, and/or invoke the early termination clause of the Contract (see Article 39).
17	In the event that in 3 (three) months, 3 (three) or more delays of more than 25 % of at least one of the <b>ST</b> parameters occur (as defined during the tendering procedure or on the specific Order Form, if an improvement) and the <b>CT</b> (as defined by the specific Order Form).	high	€1,000.00 (one thousand/00) for each episode duly confirmed; the Institute reserves the right to hire a trusted third-party company to complete the work, at the expense of the Contractor, and/or invoke the early

			termination clause of the contract (see Article 39).
18	Any delay in an <b>ST</b> greater than 1 (one) day with respect to the offer made during the tendering procedure (or on the specific Order Form, if an improvement) attributable to negligence by the Company.	low	€100.00 (one hundred/00) for each day of delay; the Institute reserves the right to hire a trusted third-party company to complete the work, at the expense of the Contractor.
19	Any delay in a <b>CT</b> greater than 1 (one) day with respect to that agreed on a specific Order Form attributable to negligence by the Company.	medium	€500,00 (five hundred/00) for each day of delay; the Institute reserves the right to hire a trusted third-party company to complete the work, at the expense of the Contractor.
20	Should the “Log Book” not be kept up to date, the Institute’s contact person shall notify the Company, which must carry out the necessary corrective actions; in the case of 5 (five) such notifications accumulated over a period of 3 (three) months.	medium	€ 500.00 (five hundred/00) for each episode duly confirmed.
21	For failure to report any extraordinary maintenance activities (but included in the fee paid for the services referred to in Lot A) at the request of the EUI, a penalty shall be applied of an amount equal to the estimate (which the EUI will have made by trusted technicians) of said activities not reported; the Institute also reserves the right to apply the cascade mechanism (see Article 55 below).	high	A penalty shall be applied of an amount equal to the estimate (which the EUI will have made by trusted technicians) of said activities not reported; the Institute also reserves the right to apply the cascade mechanism (see Article 55 below).
22	Failure to produce the documents necessary for the presentation of the specific Technical/Economic Offer (Arts. 31, 32, 33).	low	€ 100.00 (five hundred/00) for each episode duly confirmed.

23	Use, in any form or manner, of members of the full-time on-site team to execute the operations referred to in LOT B of these STS.	high	€1,000.00 (one thousand/00) for each episode duly confirmed, to be added to the penalty for the hours of service for Lot A not covered.
LOT A and B			
N	Description of breach	Severity of breach	Amount of sanction
24	Staff list not consigned and updated.	low	€ 100.00 (five hundred/00) for each episode duly confirmed.
25	Failure or delay in replacing unacceptable employees.	low	€100.00 (five hundred/00) for each day of delay in relation to the term of 5 (five) days from the formal request.
26	Disclosure of sensitive information relating to the activities carried out, any problems encountered and possible resolutions to individuals other than representatives and managers of the Institute (Articles 58 and 59 of these STS).	medium	€ 500.00 (five hundred/00) for each episode duly confirmed.
27	Failure on the part of the Company's employees to use a uniform, company ID card, and/or the cardkey supplied by the Institute.	low	€ 100.00 (five hundred/00) for each episode duly confirmed.
28	The use of products, tools, equipment and/or machinery which do not comply with accident prevention regulations or are dangerous due to a state of obsolescence.	medium	€ 500.00 (five hundred/00) for each episode duly confirmed.
29	Generic violations as described in the Contract provided by the Institute, in these STS (Annex I), in its Offer (Annex II) and in the Letter of Invitation.	low	€ 100.00 (five hundred/00) for each episode duly confirmed.
30	Use of staff (maintenance team, MTM or TSM) whose résumé has not been evaluated during the tendering procedure or approved in advance by the Institute.	high	€1,000.00 (thousand/00) for each episode duly confirmed.

Objection to a penalty must be preceded by a standard communication of a breach, in which the Company is entitled to submit their observations within and not later than 5 (five) days from receipt of the statement of objections sent by the Contracting Authority. The latter, also depending on the possible objections of the Company, shall decide whether or not to apply the penalties relating to the breaches objected to.

Following the application within 3 (three) months of at least:

- 3 penalties of a high level, or
- 5 penalties of a medium level, or
- 10 penalties of a low level,

The Institute reserves the right to terminate the Contract with a fortnight's notice.

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

The application of the penalties provided for in this Article does not preclude the Contracting Authority from claiming compensation for any greater damage suffered.

## TITLE VI

### EXCLUSION, SELECTION AND AWARD CRITERIA

#### ARTICLE 47 - EXCLUSION CRITERIA

##### **LOTS A and B**

Excluded from participating in the present call for tenders shall be any Competitor who:

- 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, 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 judgement of a competent judicial authority;
- c) is not in compliance, as ascertained by a final judgement or binding administrative decision, with all the obligations relating to the payment of social security and welfare contributions and with the obligations relating to the payment of taxes and duties according to the legislation of the country in which the Company has tax residence;
- d) has been convicted, with a final judgement, for fraud, corruption, involvement in criminal organizations, money laundering, terrorist offences, exploitation of child labour or any involvement in activities related to the trafficking of human beings or in any other illegal activity that damages the financial interests of the Institute in any way;

- e) has committed a serious violation of the obligations deriving from a contract financed by the Institute or have been declared responsible for a serious irregularity ascertained with a final judgement or binding administrative decision;
- f) is liable to administrative sanctions for having been guilty of a serious breach of professional obligations or for having committed substantial errors or irregularities or fraud or for having been found liable for a serious breach of obligations deriving from contracts covered by the Institute's financial Article 41 of the EUI President's Decision no. 19/2018 of 16 May 2018 (EUI Public Procurement Regulation).
- g) is in a situation of conflict of interest in relation to this Tender Agreement; a conflict of interest may arise in particular as the result of economic interests, political or national affinities, family or private life relationships or any other type of shared interest, including conflicting professional interests; contingent to or occurring in the last 5 (five) years;

Competitors must demonstrate 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 Competitor is not in any of the situations described above, a formal signed Declaration on Honour concerning the exclusion criteria, as indicated in the model 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 48 - SELECTION CRITERIA**

**LOTS A and B**

To be included in the tender procedure, Companies must possess all the following requirements.

Competitors in default of any single requirement will be excluded from the tender.

**GENERAL REQUISITES**

- a) Enrolment in the C.C.I.A.A. (Chamber of Commerce, Industry and Arts and Artisans register of companies) or equivalent register of the State in which the Company is established for the exercise of the business with a corporate purpose including or in any case consistent with that of the tender.
- b) A copy of a general extract from the judicial record of the Company's legal representative. In the event of the Contract being awarded to a Company whose registered office is in Italy, the Institute shall require the competent Prefecture to issue the appropriate anti-mafia certificate;
- c) Be in compliance 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 applying the employment conditions envisaged in the sector's national collective labour agreement;
- d) To undertake, in the event of being awarded the Contract, to provide any and all required documentation to prove that it is fully up-to-date in its payment of social security and insurance contributions (e.g., by means of a DURC certificate), in compliance with existing legislation;

- e) A 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 led to the offer submitted; that this offer is profitable, and that the Company undertakes to hold said offer valid and binding for at least one-hundred-and-eighty (180) days, starting from the deadline for submitting it;
- f) Proof of having carried out the inspection as per point 10 of the Letter of Invitation.
- g) Having a number of employees not inferior to 40 persons for Lot A and 40 persons for Lot B.
- h) Having its own kitchen facilities located in the Province of Florence, or if not, that it can arrange to set them up within thirty (30) days of the Contract being awarded.

#### **REQUISITES OF ECONOMIC-FINANCIAL CAPABILITY**

- i) Be in possession of two bank references issued by leading Banking Institutions or intermediaries enrolled in regular registers after the sending and publication of these STS, showing that the Company has always met its commitments with regularity and punctuality and that it has the economic and financial capacity to carry out the service which is the subject of the Contract. In the event that the Company has a working relationships with a single bank, it is necessary to provide a declaration by the legal representative certifying this fact.

#### **REQUISITES OF TECHNICAL CAPABILITY**

- j) A list of the main services similar to those that are the subject of the tender, carried out in the last three financial years (2018 - 2019 - 2020) with a description of the object, the respective amount, dates and public or private recipients and an express declaration of a regular performance of the same. Attached to this declaration, the certificates issued and endorsed by the administrations of the Contracting Authorities for whom the services were performed must also be provided.
- k) That the average global turnover of the last three financial years (2018 – 2019 – 2020) was equal to at least Euro 1.000.000,00 (one million/00) net of VAT.
- l) Possession of the following quality certifications, still valid: UNI EN ISO 9001; UNI EN ISO 14001. In the case of a Temporary Joint Venture, the certification must be possessed by all members of the TJV or, in the case of a consortium, by all the member companies involved in providing the service.

In the case of a TJV and/or consortium, the requirements from letter (a) to letter (f) must be possessed by each company that is a member. If not, verification of possession of the requisites from letter (g) to letter (l) will be carried out considering the TJV and/or Consortium as a single entity. Therefore, these requisites may be possessed either by a single company or by the individual companies that make up a consortium or are members of a temporary joint venture.

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

#### **ARTICLE 49 - AWARD CRITERIA**

##### **LOTS A and B**

Only offers that respect the criteria and meet all the requirements listed in Article 48 above shall be eligible for the next stage of the procedure, the technical and qualitative evaluation. Only offers that exceed the minimum technical score of 40/70 shall be eligible for an economic evaluation.

The Contract will be awarded on the basis of “the most economically advantageous offer” following the evaluation carried out at the sole discretion of the competent Evaluation Commission within the Institute, which will assign a maximum score of 100 to each offer, divided according to the following parameters:

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

The total score of the offer will consist of the sum of the economic and technical scores obtained:

<b>P. OFFER = P. economic evaluation + P. technical evaluation</b>
--

The Competitor whose offer obtains the highest final score will be the one awarded the Contract.

#### **ARTICLE 50 - ATTRIBUTION OF SCORES RELATING TO TECHNICAL-QUALITATIVE ASPECTS**

The attribution of the technical score will be carried out following a comparative analysis of the offers received. The best offer will be awarded the maximum score (**70 points**) and the others a directly proportional score.

Certain weighting factors will be attributed to each element, the sum of which is equal to 70, which multiplied by the quality coefficient assigned at the discretion of the Evaluation Commission (between 0 and 1), will determine the score to be attributed to each individual component as indicated in Table 50.I (LOT A) and Table 50.II (LOT B) below.

A minimum threshold of technical suitability of not less than 40/70 is set. Those who fail to achieve this level will not have their tendered offer evaluated.

In the case of an award, the Technical Offer incorporates the provisions of the annexed Special Tender Specifications and will be an integral part of the Contract.

<b>Table 50.I: LOT A – Preventive and incidental maintenance</b>				
<b>DESCRIPTION</b>			<b>MAXIMUM POINTS</b>	
<b>A1</b>	<b>Organizational system of the service and technical-operational methodologies</b>			<b>50</b>
		<u>Organization of the service</u>		<u>25</u>
	A1.1A	Proposal for a Preventive Maintenance Manual	12.5	
	A1.1B	Methods of carrying out the activities envisaged in the Preventive Maintenance Manual proposal and a list of outsourced companies and activities	12.5	
	A1.2	Résumés of all the technical figures who will be members of the supervisory team and Table 10.I duly compiled	10	
	A1.3	The methodology adopted by the Company to guarantee continuity of service with the highest quality and professionalism possible in normal conditions, in the case of absences, and in the event of emergencies	5	
	A1.4	Organization of the storeroom for the execution of preventive and incidental maintenance operations	5	
A1.5	Equipment and machinery for the on-site team	5		
<b>A2</b>	<b>Methodology to draft a feasibility study for the energy upgrading of the EUI campus</b>			<b>5</b>
<b>A3</b>	<b>Methods for self-checking service quality</b>			<b>5</b>
<b>A4</b>	<b>Measures adopted to reduce environmental impact</b>			<b>5</b>
<b>A5</b>	<b>Improvements and/or additional services offered</b>			<b>5</b>

Table 50.II: Lot B - Construction, civil and mechanical engineering concerning the building, restructuring and maintenance of civil and industrial buildings and additional infrastructure.		
DESCRIPTION		MAXIMUM POINTS
<b>B1</b>	<b>Organizational system of the service</b>	
	B1.1	Organization of the service – Competitor’s organigram and résumé of the TSM
	B1.2	Organization of the service – Single order management process
	B1.3	Management of staff absences and emergencies
<b>B2</b>	<b>Training and refresher courses for personnel</b>	<b>10</b>
<b>B3</b>	<b>Technical-operational methodologies</b>	
	B3.1	Managing work orders of a significant amount
	B3.2	Managing multiple work orders of an insignificant amount
<b>B4</b>	<b>Methods of self-checking and auditing service quality</b>	<b>10</b>
<b>B5</b>	<b>Measures adopted to reduce environmental impact</b>	<b>5</b>
<b>B6</b>	<b>Improvements and/or additional services</b>	<b>5</b>

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

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

**ARTICLE 51 - ALLOCATION OF SCORES RELATING TO PRICE**
**LOT A**

The maximum score available for price (30 points) will be assigned to the Company that has proposed the lowest price.

The other companies will be assigned scores (rounded to the second decimal, if necessary) proportional to the ratio between the best price and the price offered by each of them.

<p>Minimum price</p> <p><math>P = 30 \times \frac{\text{-----}}{\text{Price offered}}</math></p> <p><math>P = \text{score assignable to the offer}</math></p>
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**LOT B**

The maximum score available for price (**30 points**) will be assigned to the company which has proposed the largest discount (covering all the items in the 2021 Price List for the execution of public works and maintenance of the Tuscany Region and its annexes).

The other companies will be assigned scores (rounded to the second decimal, if necessary) proportional to the ratio between the best price and the price offered by each of them..

<p>Discount offered</p> <p><math>P = 30 \times \frac{\text{-----}}{\text{Maximum discount}}</math></p> <p><math>P = \text{score assignable to the offer}</math></p>
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Offers will be deemed inadmissible and therefore excluded from the procedure, in which:

1. **LOT A:** The total number of hours worked annually, calculated on the basis of the hours effectively worked from 8am-5pm, is lower than those produced by the minimum number of maintenance technicians established by the STS, i.e. 10 (ten), and the number of daily hours of work, i.e. 8 (eight) (see example of calculation in Article 26).
2. **LOTS A and B:** The expected labour cost is lower than the cost established by the national collective bargaining agreement for the category and by the social security and welfare laws in force at the date of submission of the offer as well as conditions resulting from subsequent amendments and additions and, in general, by any other collective agreement, subsequently stipulated for the category, applicable in the Province of Florence.

In order to avoid upsetting the level playing field of competitors, any tax and social security benefits that companies may benefit from by law or for any other reason, whatever the legal nature and purposes pursued, will not be taken into account.

For this reason, only labour costs matching those in the Ministerial Tables and referred to in the NCBA category regarding costs established for the Province of Florence in July 2018 will be allowed.

#### **ARTICLE 52 - REQUISITES TO BE AWARDED THE CONTRACT**

The winning Company, on a date fixed by the Contracting Authority for the purposes of the final award, must submit:

1. a copy of any certifications held to demonstrate possession of all the requisites declared during the tender;
2. a copy of the insurance policy to cover all risks as required in Article 45 of these STS
3. (in the case of a TJV) deed of incorporation of the venture with a mandate conferred by the legal representative of the parent company appointees, arising from a private written deed authenticated by a notary;
4. a copy of the Court records of the Company's legal representative.

Please note that should the Company not promptly fulfil the requisites outlined above, fails to present all documentation requested, provides no evidence of the requisites self-declared during the tendering procedure, or upon testing is found not to be in compliance with the declarations submitted in the tender, the Institute reserves the right to declare the Contract null and void and to award it to the following bidder in the list, or even to call for a new tender, with any costs incurred by the Contracting Authority to be borne by the Contractor in breach. In these circumstances, the Company declared forfeited shall lose its provisional deposit and shall also be liable for the penalties envisaged by the regulations in force.

In the event of a positive outcome of the above-mentioned checks, the award shall become effective in favour of the Company which will be formally invited to sign the Contract.

#### **ARTICLE 53 - SITE INSPECTION**

Under penalty of exclusion from the tender, interested companies are required to carry out an inspection visit to view the Institute's premises subject to the services requested in these STS, in the person of their Legal Representative or a person with a proxy conferred by said legal representative.

In accordance with the principle of fair and equal treatment and information, this inspection may only be carried out on the day of **03/09/ 2021 with an appointment fixed for 10.00am (CET) at Badia Fiesolana, Via dei Roccettini, 9 - 50014 San Domenico (FI)**. For the reasons mentioned above, no other visit will be allowed after this date and time. Any changes to the date that may become necessary will be promptly posted on the Institute's website at:

<https://www.eui.eu/About/Tendershttps://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](mailto:inforefs@eui.eu), **by Noon (CET) on the 02/09/2021**, the form "Request for Inspection" (Annex II - E) duly filled out and signed by the

legal representative together with a copy of his/her valid identity document, or 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 competing company to the person in charge of the Institute who will accompany him/her on the day of the inspection.

## **TITLE VII – ADMINISTRATIVE INFORMATION**

### **ARTICLE 54 - SUBCONTRACTING AND OUTSOURCING OF THE CONTRACT**

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

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

In particular, subcontracting must be declared in the offer, with a clear indication of the activities which will be the subject of it, must necessarily meet the requisites prescribed by the applicable regulations, and be authorized 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 a breach of the rules indicated above, without prejudice to the Contracting Authority’s right to compensation for any damage and expenditure, the Contract shall be deemed terminated by law.

### **ARTICLE 55 - PAYMENT METHOD**

The Institute shall make payment within 60 (sixty) days of receipt of invoice, in compliance with the provisions set out in Articles I.4 and II.15 of the Service Contract issued by the Institute and included among the tender documents.

In the event of subcontracting, payment of the invoice will be subject to presentation of a receipted invoice from the subcontractor.

**According to the regulations of the Institute and the European Commission, invoices and related credits for services or works performed by the Contractor will become uncollectible if sent after May 31 of the financial year following the one when the services or works were performed.**

### **ARTICLE 56 - REGULAR PRICE REVISION**

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

## **TITLE VIII - FINAL PROVISIONS**

### **ARTICLE 57 - GENERAL INFORMATION**

The tender shall be conducted according to the Institute's own internal regulations, and in particular High Council Decision no. 6/2015 which establishes the regulatory and financial provisions of the Institute along with President's Decision No.16/2018 on Public Procurement, both consultable on the Institute's website at <https://www.eui.eu/About/Tenders>.

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

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

### **ARTICLE 58 - PERSON RESPONSIBLE FOR THE CONTRACT**

For the Contracting Authority, the person in charge of this Contract shall be the Director of Real Estate and Facilities Service.

The Person responsible shall be in charge of all exchanges and communications with the Company 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, and that coercive measures and penalties are enacted whenever necessary.

### **ARTICLE 59 - CONTRACT CONTACTS**

To ensure that the Contract is executed satisfactorily and to guarantee a correct contractual relationship with the Company awarded the Contract, the Director of Real Estate and Facilities Service shall appoint a member of his/her staff as Reference person for the Contract. He/she will have, among others, the following tasks:

- looking after operational relations with the Company;
- requesting interventions for any variations and/or new provisions which may prove necessary in the course of validity of the Contract;
- monitoring proper execution of the service and verifying the results;
- requesting the removal and consequent replacement of unacceptable employees of the Company, after appropriate justification;
- proposing to the Person responsible for the Contract the application of sanctions and, where necessary, termination of the Contract;

**ARTICLE 60 - FINAL PROVISIONS AND ANNEXES**

The documents relating to this tender are made up of the Service Contract issued by the Institute, this Annex I - Special Tender Specifications (STS) and the Company's offer - Annex II, which includes the following documents:

- II - A Self-certification form
- II - B Declaration of Honour
- II - C Economic Offer Lot A
- II - C Economic Offer Lot B
- II - D Technical Offer Lot A
- II - D Technical Offer Lot B
- II - E Request for inspection
- II - F EUI Non-working days 2021
- II - G Ground plans
- II - H Inspection of installations 2014
- II - EUI Emergency Plan

Signature of legal representative

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Company stamp

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