



REAL ESTATE & FACILITIES SERVICE

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**TENDER SPECIFICATIONS FOR THE AWARD OF
ENVIRONMENTALLY FRIENDLY CANTEEN, CATERING
AND COFFEE BAR SERVICES FOR THE EUROPEAN
UNIVERSITY INSTITUTE**

YEAR 2022

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CHAPTER I – SCOPE AND DESCRIPTION OF THE PROCUREMENT PROCEDURE

Article 1. Introduction

The European University Institute (EUI),¹ whose registered office is in the **Badia Fiesolana in Via dei Roccettini, San Domenico-Fiesole** (nr. Florence, Italy), intends to award the **overall management** of the canteen, coffee bar and catering services on its premises starting from January 1, 2023.

Who are we? The EUI is an **academic institution** founded by a [Convention](#) of 19/04/1972, ratified by the original Member States of the European Community and thus having the status of an **international organization**, which also includes a “Protocol on Privileges and Immunities”. The EUI offers **post-graduate and post-doctorate courses** in the social sciences. Including researchers, teachers and staff from the Member States and others, the EUI Community has approximately **1,300 members**, which creates an open, international atmosphere.

In addition, the EUI is one of the most important **research and training centres** in Europe, holding events and conferences on a daily basis that attract diverse audiences from academia as well as the private and public sectors from around the world.

The EUI campus stretches across the hills of Fiesole, split between **six main historical buildings**, including the Badia Fiesolana, and 8 other secondary buildings.

What are we looking for? Until now, the EUI has successfully used a canteen and coffee bar service based on a traditional model. However, over the past decade, there has been a **gradual shift** in the way day-to-day work and research is conducted. A shift that has resulted in a faster, more hectic life, with the consequent need to find time for breaks, and to meet others away from their computer screens, or even to combine eating and drinking with work. **The circumstances imposed by the Covid-19 pandemic have accelerated these changes** in the organization of work and education, especially by encouraging remote working, distance learning, or hybrid models of education.

It has become necessary to **rethink the organizational model of the canteen, coffee bar, and catering services on campus**, as many university campuses around the world have done.

We are seeking a dynamic and functional new offer capable of adapting and responding effectively to changes in the world of work and research, as well as the **needs of our international community**. However, at the same time, this offer must be **economically viable**.

In identifying the model, we rely on the market, **leaving tenderers virtually a free rein to propose creative and innovative solutions** which reflect as far as possible the **EUI’s needs**² and make best possible use of **the potential of the available services and spaces**.

For the canteen and coffee bar services, there are only **four minimum criteria** (as detailed in Article 8):

1. That there is **at least one canteen where the Institute’s users can eat a complete meal** consisting of first course, main course, side dish, fruit/sweet/yoghurt;

¹ For further information, please visit the official website at www.eui.eu and view the presentation video at: <https://youtu.be/-TyuLJcYmhc>

² Please find attached the result of the April 2022 “Eating at the EUI” User Expectation Survey – Annex II M

2. That in each of the 4 main buildings there is a **canteen/bar where users can consume food and drink** sold by the service provider, in the manner considered most appropriate;
3. That the EUI's **researchers** can eat a **complete meal at a maximum cost of €8.69**;
4. That the offer includes crèche meals for children from 6 months to 3 years old as described in Article 12 below

As far as the **catering service** is concerned, the numerous academic events of various types (be they conferences, training courses, summer schools, seminars, meetings, and so on) require such services. Participants come from all over the world for events lasting from one hour to two weeks in the case of training courses. Tenderers are invited to propose solutions which **guarantee an adequate range of services for lunches and dinners with waiting staff, as well as buffets, coffee breaks, and cocktails/aperitifs.**

Again with a view to making tenderers aware of the type of **service currently provided** at the EUI, we have included in the Annex II F the most relevant aspects of the service together with tables summarizing statistical data. Tenderers are urged to **take particular note** of the information contained in this Annex II F.

It will be possible to take part in a **campus inspection** during the day of 03/11/2022 with an appointment scheduled for **14.00** p.m. (Italian time) at the headquarters in the Badia Fiesolana, Via dei Roccettini, 9 – 50014 San Domenico (Fiesole). For further information, please see Article 36.

Article 2. Definitions

'candidate' means an economic operator that has sought an invitation;

'contract' means a public contract awarded by the EUI for the procurement of services/supply;

"EUI", "the Institute", "the Contracting Authority" means the European University Institute, which is the contracting authority entrusting the services that are the subject of these tender specifications to the contractor;

'contractor', "the Company" means to the successful tenderer awarded with the contract;

'economic operator' can refer to a 'work contractor', 'supplier', or 'service provider' and means any natural or legal person or public entity or group of such persons and/or entities which offers the execution of works, the supply of products or the provision of services on the market;

'joint tenders' as the meaning indicated under Art. 6 below

'subcontractor' as the meaning indicated under Art. 7 below

'tender' / 'offer' defines the terms upon which the supplier is willing to be bound, which normally include price, date of delivery, payment terms and a description of the services/supplies/works.

'tenderer' means an economic operator that has submitted a tender;

'tender specifications (TS)' means any documents describing the needs and requirements of the EUI for the purposes of the relevant tender.

Article 3. Contracting authority

This procurement procedure is launched and managed by the *EUI* that is the contracting authority for the purposes of this procurement procedure, through the Real Estate and Facilities Service.

Article 4. Subject

Subject of the contract	The subject of this procurement procedure is the management of canteens, coffee bars and catering services with reduced environmental impact.
Lots	This procurement procedure is not divided into lots.
Type of contract	The procedure will result in the conclusion of a service contract. <i>Tenderers need to take full account of the provisions of the draft contract as the latter will define and govern the contractual relationship to be established between the EUI and the contractor.</i>
Duration of the contract	The service contract to be awarded shall have a duration of 5 (five) years starting from January 1, 2023.
Estimated value of the contract	The estimated value of the service contract to be awarded for the whole duration of 5 (five) years is EUR 5.200.000,00 (five-million-two-hundred-thousand/00). The EUI may procure additional services from the contractor up to a maximum of 50% of the initial contract value.
Place of performance	The services will be undertaken at the EUI's premises.

Article 5. Conditions for participation to tender

If you are interested in this contract, you should submit a tender in one of the official languages of the European Union (with preference for the use of English) provided you comply with the conditions for participation to tenders as set out in Article 3.4 of [President's Decision N° 19/2018](#) of 16 May 2018 implementing title V concerning procurement of the EUI's Financial Rules (Public Procurement Regulation), available for consultation at: <https://www.eui.eu/About/Tenders>.

Article 6. Joint Tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a tenderer³.

All members of the group assume joint and several liability towards the EUI for the performance of the contract as a whole.

Group members must appoint a Group leader and a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature.

The joint tender must clearly indicate the role and tasks of each member and of the Group leader who will act as the EUI's contact point for the contract's administrative or financial aspects and operational management. The Group leader will have full authority to bind the group and each

³ References to tenderer or tenderers in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

of its members during *contract* execution. If the *joint tender* is successful, the *EUI* shall sign the *contract* with the Group leader, authorized by the other members to sign the *contract* on their behalf via power of attorney.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before *contract* signature) shall lead to rejection of the *tender* except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see Article 5) and is not in an exclusion situation, (see Article 37).

In any case the selection criteria must be still fulfilled by the group and the terms of the originally submitted *tender* may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the *tender* non-compliant with the *tender specifications*, and the evaluation of award criteria of the originally submitted *tender* may not be modified.

Article 7. Subcontracting

Subcontracting is the situation where the *contractor* enters into legal commitments with other *economic operators* which will perform part of the *contract* on its behalf. The *contractor* retains full liability towards the *EUI* for performance of the *contract* as a whole.

All contractual tasks may be subcontracted unless the *tender specifications* expressly reserve the execution of certain critical tasks to the sole *tenderer* itself, or in case of a *joint tender*, to a member of the group.

Tenderers are required to give an indication of the proportion of the *contract* that they intend to subcontract in the technical offer, as well as to identify and describe briefly the envisaged contractual roles/tasks of *subcontractors* meeting the following conditions (hereafter referred to as identified *subcontractors*):

- are not in one of the exclusion situations listed in Article 37;
- on whose capacities the *tenderer* relies upon to fulfil the selection criteria as described under Article 38;
- whose individual share of the *contract*, known at the time of submission, is above 10%.

Any such *subcontractor* must provide the *tenderer* with a commitment letter signed by its authorised legal representative.

Changes concerning *subcontractors* identified in the *tender* (withdrawal/replacement of a *subcontractor*, additional subcontracting) during the procurement procedure (after the submission deadline and before *contract* signature) require the prior written approval of the *EUI* subject to the following verifications:

- any new *subcontractor* is not in an exclusion situation;
- the *tenderer* still fulfils the selection criteria and the new *subcontractor* fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted *tender* are not altered substantially, i.e. all the tasks assigned to the former *subcontractor* are taken over by another involved entity, the change does not make the *tender* non-compliant with the *tender specifications*, and the evaluation of award criteria of the originally submitted *tender* is not modified.

Subcontracting to *subcontractors* identified in a tender that was accepted by the *EUI* and resulted in a signed contract, is considered authorised.

CHAPTER II – TECHNICAL SPECIFICATIONS

Article 8. Description of the technical specifications

The services that are the subject of this procurement procedure, including any minimum requirements, are described in detail below:

With this tendering procedure, the EUI intends to award the overall running of canteen, coffee bar and catering services on its premises.

The requested service must be characterized by environmental sustainability and therefore designed to encourage reduction in impacts on the environment in keeping with the EUI's "[Environmental Policy](#)".

Recent changes dictated by the Covid-19 pandemic state of emergency, particularly as regards the organization of work and education, have meant the use of work from home and more technological exchanges (video calls replacing meetings, distance learning instead of face-to-face, etc.)

We therefore consider it necessary to rethink the way the service is organized in order to make it more functional, more efficient, and adapted to changing needs but, at the same time, economically sustainable.

The solutions offered by tenderers for an innovative canteen and coffee bar service **must ensure the following conditions**:

- at least one canteen where the EUI's users can eat a complete meal consisting of first course, main course, side dish, fruit/sweet/yoghurt;
- That in each of the 4 main buildings there is a canteen/bar where users can consume food and drink sold by the service provider, in the manner considered most appropriate;
- That the EUI's researchers can eat a complete meal at a maximum cost of €8.69;
- That the offer includes crèche meals for children from 6 months to 3 years old as described in Article 12 below.
- A catering service that guarantees an adequate offer throughout all the EUI's campus such as lunches and dinners served, buffets, coffee breaks and cocktails/aperitifs.

In order to guide tenderers in drawing up a tender which mirrors the needs of the EUI as far as possible, we are attaching to this documentation the result of a customer survey on the expectations of a future canteen and coffee bar service, conducted in April 2022 regarding "*Eating at the EUI*" (please, see Annex II M).

At the link <https://youtu.be/-TyuLJcYmhc> the tenderer can see some videos illustrating life on campus, particularly during coffee and lunch breaks in the coffee bars, canteens and associated areas.

Again with a view to making tenderers aware of the type of service currently provided at the EUI, we have included in the Annex II F the most relevant aspects of the service together with tables summarizing statistical data. Therefore, tenderers are urged to take particular note of the information contained in this Annex.

A – CANTEEN AND BAR SERVICES

Article 9. Days and times to provide the coffee bar and canteen services

These services will need to be provided on the basis of the Institute's timetable of closures and holidays, whose calendar for the year 2023 we are attaching (Annex II E).

Article 10. Information for customers

The tenderer is required to display a clearly visible menu of the day at the locations for the consumption of meals, including the compositions of menus and salads, rates for the à la carte menu, and lists of ingredients in the food present on the menu. All such information must be displayed in both Italian and English. It is the tenderer's responsibility to update this documentation in the event of changes and/or new additions, and to keep the [EUI's web pages](#) dedicated to the canteen and coffee bar services up to date.

Should the menu of the day include dishes prepared from frozen or deep-frozen raw materials, these must be marked with an asterisk and a relative footnote.

Article 11. Method of serving meals to customers

Serving staff must cooperate fully with customers at all times.

For customers with disabilities, the tenderer is required to provide a service suited to their needs.

The tenderer must ensure a flow rate for the tills and self-service lines that prevents the formation of long queues.

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

At the end of the service, the tenderer must empty these racks, wash the trays, crockery and anything else used for the service, clean the premises concerned, separate the waste and take it to the containers present in special areas on the Institute's premises, or if not present, to the nearest roadside bins.

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

Article 12. Menu

- *Canteen menu*

The menus on offer, whatever the formula, must guarantee a choice between: a **large menu** (first course, main course, side dish, fruit/yoghurt/sweet, bread, drink); a **medium menu** (main course, side dish, fruit/yoghurt/sweet, bread, and drink); a **small menu** (first course, side dish, fruit/yoghurt/sweet, bread and drink). When it comes to the first and main courses, the structure of the daily menu must allow a choice between at least 2 different dishes and for the side dishes a choice between cooked vegetables and salad.

In order to ensure the seasonality of the products, the menu, besides being different every day, must be divided into at least two seasons, i.e., winter and summer, and must guarantee a minimum rotation of 4 weeks in order to almost never repeat the same recipe. Some vegan/vegetarian food must also be present daily.

The food offered daily must conform to the menus proposed by the tenderer during the tendering procedure.

At the request of the EUI, the tenderer shall prepare special diets for proven pathological conditions or personalized schemes for ethical/religious reasons at no additional cost.

- *Crèche pupils menu*

The crèche menu must include a varied diet that allows children to discover the different flavours and textures of foods and must be structured in such a way that they can enjoy a different and balanced meal on a daily basis. To ensure an adequate supply of energy and nutrients, the menu must comply with the guidelines for healthy eating issued by the Italian Ministry of Health.

Article 13. Presumed number of customers

The annual number of customers shown in Table I below is a purely indicative estimate and is valid only to determine the presumed amount of the contract. This estimate is based on the average volumes recorded in the three-year period 2019-2021 and the first half of 2022, considering the Institute to have been open for 230 working days, and taking the restrictions caused by the pandemic into account.

Consequently, it does not constitute any kind of guarantee when it comes to the number of meals and drinks that will actually need to be provided during the validity of the *contract*. Meals taken by researchers enjoy a 40% discount on the price of the meal; a discount which is reimbursed by the Institute the following month upon presentation of a list summarizing the total number of discounted meals bought. This list is produced automatically by an IT platform (PRISM) belonging to the Institute and made available free of charge to the Company, which processes all the operations carried out by the Institute's coffee bars and canteens.

TABLE I– AVERAGE OF MEALS					
Annual average amount of meals provided between 2019 - 2022					
	Badia Fiesolana	Villa Schifanoia	Villa La Fonte	Villa Salviati	Total
Meals	34.951	5.795	8.860	9.010	58.616

Article 14. Price of meals

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

With reference to Article 3, the Company must ensure that researchers and eligible users (Max Weber Fellows and trainees) can enjoy a full meal (first course, main course, side dish, fruit/yoghurt/sweet, bread, drink) **at a maximum cost of €8.69**;

By way of example, below is a table with the prices currently in force.

CANTEEN PRICIES 2022			
Category	Large menu	Medium menu	Small menu
A	€ 8.69	€ 7.23	€ 3.97
B	€ 8.99	€ 7.53	€ 4.27
C	€ 9.29	€ 7.83	€ 4.57

In the previous contract, the Institute introduced, exclusively for the consumption of meals, a differentiation of costs based on the solidarity principle, which provided for three different categories of users divided according to income to which different rates were applied for the same type of menu as shown in the table below.

With reference to the contents of these specifications, the price of the meal, which may vary according to the different formulas as described in Article 12, must include all services, staff costs, sundry expenses, and any other charges incurred by the Company to provide the services in question.

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

At the request of the Company, from the second year onwards, the prices of the services offered in the tendering procedure will be reassessed on the basis of the Eurostat index as per Article I.3.2 of the attached service contract.

B – CATERING SERVICES

Article 15. Methods of requesting catering services

Catering services can be requested by eligible users via an IT platform which allows the Company to see all the requests made in real time.

At present, requests for changes and/or corrections made up to 24 hours prior to the provision of the requested service do not incur an additional charge.

Each service request contains all the details that will be useful for billing purposes such as: the type of service required, the location and time at which the service is to be provided, the cost centre of the unit/service requesting the service, the name of the applicant and contact person of the event and any pre-agreed menu.

Catering services must be independent of other services and when carried out during bar and canteen opening hours must ensure continuity of the latter services.

The kitting out and subsequent emptying of rooms used for catering services is the responsibility of the Company, which must, depending on the type of service, provide correct equipment and furnishing.

The following paragraphs describe the minimum types of catering services which the tenderer will need to provide. For each service offered, a detailed description of the service must be provided as a part of the Technical offer (menu composition, duration, number of waiters,

serving method, specifying the type of equipment to be used for each service, etc.), and whatever else is necessary to enable the evaluation committee to make a quantitative and qualitative comparison of the service in question.

Types of catering services to be guaranteed

- Lunch or dinner with table service **N.B. This service must have a maximum cost of € 50/person**
- Buffet lunch or dinner
- Cocktail service with at least the following formulas: Small – Medium – Large
These formulas must differ in terms of both the duration and type of products offered.
- Coffee break service with at least the following formulas: Small – Medium – Large
These formulas must differ in terms of both the duration and type of products offered.

In their Technical offer, tenderers can expand on the types of catering services offered by providing a detailed description of each additional service.

Article 16. Presumed number of catering service

In order to provide tenderers with a maximum estimate of possible work volumes, in Table II the most noteworthy catering services requested in the five-year period September 2019 – June 2022 are highlighted.

Table II PRESUMED SIZE AMOUNT OF CATERING SERVICE		
Annual average type and number of participants of the main catering services provided in the period between September 2019 to June 2022		
Type of service	Number of services requested	Number of participants
Barbeque service	15	345
Meal vouchers	158	1717
Cocktail service	158	4265
Buffet service	254	6032
Lunch box	28	736
Coffe break	607	12213
Lunchs/dinners with table service	102	1019
Water service	1119	15242

Article 17. Staff involved in providing the services -

Service Supervisor

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

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

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

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

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

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

Staff

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

The organigram adopted by the successful tenderer in order to ensure optimal management of the services covered by these specifications must be the one indicated in the Technical offer submitted during the tendering procedure.

On the basis of the organigram adopted by the Company to run the service, the Company undertakes to recruit staff from the outgoing management, providing that they were hired at least three months before the expiry of the contract. The staff members employed by the current contractor to provide the service are listed in Annex II H.

The assessments necessary to train the staff chosen by the Company are the sole responsibility of the latter. The EUI shall not become involved in any type of assessment of the staff employed by the contractor to run the service.

The contractor's team assigned to the service must consist of persons of proven ability, honesty and morality, and capable of maintaining a decent and irreproachable demeanour; they must be reserved, correct, and always willing to collaborate with the personnel of the Contracting Authority and any external users of the food and beverage services. During the execution of the tasks assigned and the stay inside the Institute's premises, the contractor's team members must not smoke and shall also limit the use of their mobile phone exclusively to work needs.

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

- ✓ A full list of names of all the staff members with the addition for each employee of details of the date and place of birth; tax code; qualification, and details of their

insurance and social security positions; which branch of the institute they have been assigned to, their timetable and weekly hours;

- ✓ Extract from the judicial record with reference to each member of the contractor' staff assigned to the provision of the service.

The obligations listed above do not apply to the staff members tasked with providing the services in question during the previous contract and re-employed by the contractor.

Article 18. Staff training

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

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

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

Article 19. Clothing and cleanliness of staff

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

All contractor' staff members employed in the service must display their identification badge for external service providers.

Article 20. General provisions relating to staff

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

The Contracting Authority reserves the right to request the Company to replace any staff member deemed unsuitable for the service for proven reasons. In such a case, the Company shall arrange to replace its staff members within three working days after the request without this constituting an extra charge for the Contracting Authority.

The Company shall apply regulatory conditions and a salary that are not lower than those provided for by the collective labour agreements in force on the date of signing the contract, as well as those resulting from subsequent modifications and integrations and, in general, by every other collective agreement subsequently signed for the category and applicable in the Province of Florence (Pubblici Servizi/Ristorazione Collettiva/Turismo February 2018).

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

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

At the request of the Contracting Authority, the Company shall produce all documentation to prove proper payment of the salaries, pension and social security contributions for its

employees performing the services contracted and provide, on request of the same, a copy of the bank transfer made to pay the workers' wages.

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

All members of the staff assigned by the contractor to the execution of the service are obliged to maintain secrecy regarding any information and/or circumstances they may become aware of during their work in accordance with the laws in force as well as the internal regulations of the Institute which can be consulted at the following address: <http://www.eui.eu/About/DataProtection>

Article 21. Replacement of missing personnel

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

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

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

Article 22. Right of inspection by the Contracting Authority

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

Wherever, as a result of these inspections, it emerges that the products and/or processes used by the Company do not comply with the quality standards laid down by the regulations in force and by these TS, the cost incurred for the inspections shall be charged to the Company itself. The Institute also reserves the right to impose the penalties provided for in Article 40.

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

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

Article 23. Right of inspection by the Restaurant Committee

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

The **Restaurant Committee** shall have the right to check on the service in order to detect: lack of respect for the menus and weights (at least 10 samples to be taken), the expiry dates of the products, the cleanliness of the rooms and the temperature of the meals at the time of

distribution. The Restaurant Committee is absolutely forbidden from taking direct action against the staff employed by the Company in any way.

Article 24. Inspection methodology

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

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

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

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

Article 25. Content of the inspections

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

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

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

Article 26. Disputes and comments to the successful tenderer

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

Should any comments and objections found by the inspectors be presented, the Company may submit its observations in writing within 8 (eight) days; after that time and in the absence of convincing arguments, the Institute shall proceed to apply the penalties as per Article 40 of these TS.

Article 27. Facilities for the production and consumption of meals

For the entire duration of the contract, the Institute shall provide the Company with premises to use for the production and consumption of meals in compliance with the regulations in force, and equipped with everything necessary for the execution of the services contracted. For this use, the Company is required to pay an annual flat-rate fee equivalent to EUR 60,000 (sixty thousand/00), which shall include, in addition to costs for extraordinary maintenance, the operation of the heating and air conditioning systems and those relating to utilities (gas, electricity, and water).

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

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

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

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

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

Should any damage be noticed to structures, machines, installations and equipment due to inexperience, neglect or lack of maintenance, this shall be estimated and charged in its entirety to the Company. In such a case, the Contracting Authority shall confiscate the performance bond referred to in Article I.4.2 of the Service Contract.

Article 28. Maintenance

The Company shall be responsible for performing routine maintenance of equipment, machinery, installations, rooms, furnishings and everything else granted by the Contracting Authority to execute the service, including the hardware and software to manage the cash desks.

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

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

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

Should any damage be noticed to the structure, installations, machines or furnishings belonging to the Contracting Authority, due to inexperience, negligence or lack of maintenance, this shall be estimated and charged in its entirety to the company. In such a case, the Institute reserves the right to confiscate the performance bond referred to in the Article I.4.2 of the Draft Contract.

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

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

Article 29. Periodic checking of the installations and buildings

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

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

Article 30. Cleaning operations

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

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

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

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

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

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

Article 31. Cleaning of machinery, furnishings and equipment

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

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

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

Article 32. Disinfestation and rodent control interventions

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

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

Article 33. Waste management

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

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

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

Disposal of waste oils is the Company's responsibility.

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

Article 34. Prohibition on variation in destination of use

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

Article 35. Handover inventory

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

Should any damage be noticed to structures, machines, installations and equipment due to inexperience, neglect or lack of maintenance, this shall be estimated and charged in its entirety to the Company. In such a case, the Contracting Authority shall confiscate the performance bond referred to in Article I.4.2 of the Service Contract.

Article 36. Site inspection

Under penalty of exclusion from the procurement procedure, interested *economic operators* are required to carry out a site inspection to view the EUI's premises subject to the services requested in these TS, to be performed by 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 transparency, the site inspection can only be carried out on **03/11/2022** at **14:00** (Italian time) at Badia Fiesolana, Via dei Roccettini, 9 - 50014 San Domenico (FI). For the above mentioned reasons, no other site inspection will be allowed after such date and time. Any changes to the date that may become necessary will be promptly posted on the EUI website at the following address: <https://www.eui.eu/About/Tenders>.

To this end, interested *economic operators* are invited to send to the Real Estate Service, using the email address: inforefs@eui.eu, by **12:00** (Italian time) on **02/11/2022**, the form "Request for site 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 site inspection" (Annex II D) must be delivered by the legal representative or by the person delegated to the EUI officer in charge who will accompany him/her on the day of the site inspection.

CHAPTER III – EVALUATION AND AWARD CRITERIA

The evaluation of the *tenders* that comply with the submission conditions will consist of the following elements:

- Check if the *tenderer* has access to procurement (see Article 5);
- Verification of administrative compliance (if the *tender* is drawn up in one of the official EU languages and signed by duly authorised legal representative(-s) of the *tenderer*);
- Verification of non-exclusion of *tenderers* on the basis of the exclusion criteria;
- Selection of *tenderers* on the basis of selection criteria;
- Verification of compliance with the minimum requirements defined in the tender specifications;
- Evaluation of *tenders* on the basis of the award criteria.

The *EUI* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the *tender* will be rejected and will not be subjected to further full evaluation. The unsuccessful *tenderers* will be informed of the ground for rejection without being given feedback on the non-assessed content of their *tenders*. Only *tenderer(s)* for whom the verification of all elements did not reveal grounds for rejection can be awarded the *contract*.

The evaluation will be based on the information and evidence contained in the *tenders* and, if applicable, on additional information and evidence provided at the request of the *EUI* during the procedure. If any of the declarations or information provided proves to be false, the *EUI* may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

For the purposes of the evaluation related to exclusion and selection criteria the *EUI* may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

Article 37. Exclusion criteria

The *tenderer* and each subcontractor must not be in one of the exclusion situations listed below:

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

In addition to the above, *contracts* cannot be awarded to a *tenderer* who, during the procurement procedure, is proven to be:

- g. subject to a conflict of interest in connection with the *contract* which cannot be effectively remedied by other less intrusive measures;
- h. guilty of misrepresentation in supplying the information required by the *EUI* as a condition of participation in the *contract* procedure or fail to supply this information.

Evidence requested:

The *tenderer* must certify that it is not in one of the exclusion situations by providing in the *tender* a signed and dated Declaration on Honour available in Annex II A. In case of a consortium/*joint tender* or in case of subcontracting, such declaration on honour should be included in the offer for each member of the *joint tender*/consortium and for each identified *subcontractor*.

In addition, the successful *tenderer* shall provide, within 15 days following notification of award and preceding the signature of the *contract*, the following documentary proofs to confirm the declaration referred to above:

- for points (a), (b), (d) and (e): a recent extract from the judicial record of the legal representative of the *economic operator* that submitted the *tender* or, failing that, an

equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;

- for the situation described in point (c) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the *tenderer* is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in the paragraph above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

The *EUI* reserves the right to verify the information and to request further supporting evidence prior to the signature of the *contract*.

In the event that the successful *tenderer* does not promptly execute the fulfilment of the above, fails to present all documentation requested or does not provide proof of possession of all requirements declared in the *tender*, as well as if any checks reveal failure of compliance with the declarations submitted during the tendering period, the *EUI* reserves the right to declare a compliance failure and to award the procedure to the following *tenderer* in the list or to launch a new procurement procedure.

Article 38. Selection criteria

General requirements:

The *tenderer* must have the following minimum requirements to perform the *contract*.

- a) being compliant with obligations relating to the payment of social security contributions for workers, according to the current legislation, and application of employment conditions envisaged in the sector's national collective labour agreement;
- b) being compliant with the current labour laws and regulations;
- c) being compliant with the current health and safety laws and regulations;
- d) being compliant with the current environmental laws and regulations;

Economic and financial capacity:

- e) being in a stable financial position (financial viability) → possession of 2 (two) bank references issued by major banks or authorised dated after the invitation to the present invitation letter, in which it is shown that the *economic operator* has always met its commitments with regularity and punctuality and to be in possession of the economic and financial capacity to perform the services forming the subject of the *tender*. The *EUI* can accept only one bank reference if it is duly justified by the *tenderer*;
- f) having generated a total turnover in the last 3 (three) financial years for which accounts have been closed (2019-2020-2021) of at least EUR 1.200.000,00 (one-million-two-hundred thousand/00);
- g) providing the financial statements the last three years for which accounts have been closed (2019-2020-2021);
- h) having a professional risk indemnity insurance of at least EUR 2.000.000,00 (two-millions/00);

Technical and professional requirements:

- i) being authorised to perform the *contract* under national law, as evidenced indicatively by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, or entry in the value added tax (hereinafter ‘VAT’) register;
- j) providing a list of the main services like the one that is the subject of the tender, carried out over the past three years (2019 - 2020 - 2021) with a description of the subject, of the respective amount and meals provided, dates and public or private recipients;
- k) a description of the technical equipment and the measures employed to ensure the quality of services,
- l) a statement of the average annual manpower and the number of managerial staff of the service provider in the last three years;
- m) an indication of the proportion of the *contract* which the service provider may intend to subcontract;

❖ **Evidence to be submitted with the tender as part of Envelope n.1 – Administrative Documents (please, for more details, see point 3 of the letter of invitation to tender):**

- a signed and dated Declaration on Honour available in Annex II A
- 2 (two) bank references;
- a document attesting that the *tenderer* had a total turnover in the last 3 (three) financial years for which accounts have been closed (2019-2020-2021) of at least EUR 1.200.000,00 (one-million-two-hundred thousand/00).
- the financial statements of the last three years for which accounts have been closed (2019-2020-2021);
- a copy of the professional risk indemnity insurance of at least EUR 2.000.000,00 (two-millions/00);
- evidence that the *tenderer* is included in a trade or professional register and entry in the value added tax register;
- a list of the principal services provided by the *tenderer* in the past 3 (three) years (2019-2020-2021) with the sums, duration and recipients, public or private;
- a description of the technical equipment and the measures employed to ensure the quality of services, and a description of the firm’s study and research facilities;
- a statement of the average annual manpower and the number of managerial staff of the service provider in the last three years;
- an indication of the proportion of the *contract* which the service provider may intend to subcontract.

In the case of a Temporary Group of Companies (joint tender) and/or consortium the requirements listed under point (a) to (m) excluded point (f) must be possessed by each one of the members making up the grouping and/or consortium. On the contrary, the verification of requirements listed under point (f) will be verified considering the TGC and/or consortium as a single entity.

The *EUI* reserves the right to perform sample checks in order to verify the accuracy of the statements submitted by *tenderers*.

Tenderers that are not compliant with the applicable minimum requirements shall be rejected.

Article 39. Award criteria

Only the *tenders* submitted by *tenderers* meeting the requirements of the exclusion and selection criteria will be evaluated in terms of quality and price. The *contract* shall be awarded according to the “**most economically advantageous tender**” criterion following the assessment of the best quality/price ratio made by the competent evaluation committee which will assign a score to each *tender* to a maximum of 100 points, based on the following parameters:

MAXIMUM SCORE	
Technical and quality evaluation	70/100
Financial evaluation (price)	30/100

The total score of the *tender* shall be the sum of the technical and financial score obtained.

The *tenderer* obtaining the highest overall score shall be awarded with the *contract*.

A - Allocation of points for technical and quality evaluation criteria

To each criterion will be assigned a certain weight, with the maximum amount being equal to 70 points, which, multiplied by the coefficient of quality assigned at the discretion of the evaluation committee (between 0 and 1, as shown in Table 2), will determine the score assigned to each *tender*, as indicated in the following Table 1.

The *tenderer* shall submit technical *offer* using the form Annex II B.

TECHNICAL OFFER TABLE					
TECHNICAL AND QUALITY ASPECTS TO BE EVALUATED			MAX SCORE		
A1	SERVICE ORGANIZATION			<u>40</u>	
	A1.1	Sites activated to provide the canteen and coffee bar services	32		
	A1.2	Catering Service			8
		Increase of the minimum services compared to those indicated in article 15	5		
		Serving method (set-ups, number of waiters, equipment, etc.)	3		
A2	MENU TYPE			<u>25</u>	
	A2.1	Canteen Menu		15	
		Originality and variety	5		
		Quality of raw materials	5		
		Percentage of vegetarian/vegan dishes	5		
	A2.2	Catering Menu		10	
		Quality of raw materials	6		
Originality and variety		4			
B	CONTAINMENT OF ENVIRONMENTAL IMPACT			<u>5</u>	
B.1	Containment of environmental impact over the service life cycle				

- Please be aware that the criterion A1.1 is composed by the following sub-criteria:

List of sites featuring facilities to provide canteen and coffee bar services				
Site	Type of facility present	Points for opening a bar	Points for opening a canteen	Total Points
Badia Fiesolana	Features facilities for canteen and bar services	2	5	7
Villa Salviati	Features facilities for canteen and bar services	2	5	7
Villa la Fonte	Features facilities for canteen and bar services	2	5	7
Villa Schifanoia	Features facilities for canteen and bar services	2	5	7
Villa il Poggiolo	Features facilities for bar service only	2		2
Palazzo Buontalenti	Features a refreshment area that could be converted to bar service	2		2
Total		12	20	32

The *tenderer* shall submit a financial *offer* using the form Annex II B

The minimum score for technical and quality criteria is 40/70. *Tenders* who fail to achieve this minimum score for the technical *offer* shall not proceed to the point of assessment for the financial *offer*.

In the case of award, the entire technical *offer* shall complete the *tender specifications* and shall form part of the *contract*.

It should be noted that the coefficients of quality will be attributed on the basis as set out in Table II:

TABLE 2		
EVALUATION	JUDGMENT	COEFFICIENT
Great	Well-structured technical <i>offer</i> that develops the requested project in a clear, precise and in-depth manner, adding additional value in respect to the expectations of the <i>EUI</i> .	1.00
Good	Suitable technical <i>offer</i> that develops the topic with no particular insights.	0.80
Adequate	Well-organized project in line with the Client's expectations	0.60
Sufficient	Acceptable technical <i>offer</i> but poorly structured with limited application to the provisions of the <i>tender specifications</i> .	0.40
Low	Mediocre project that is not sufficiently developed.	0.20
Insufficient	Insufficient project technical <i>offer</i> that is generic and inadequate.	0.00

B - Allocation of points for financial evaluation criteria

The maximum points available for the price (30 points) shall be assigned to the *tender* proposing the best price.

The other *tenders* shall be given scores (rounded to two decimal places, if necessary) proportional to the ratio between the best price offered and that offered by each *tenderer*.

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

P = points assigned to the *tender*.

The economic score will be divided as follows:

ECONOMIC SCORE	
Description	Maximum score
Canteen Service (Max. 15 points)	
<i>Canteen menu</i>	12
<i>Creche menu</i>	3
Catering service	10
Bar service	5
Total	30

The *tenderer* shall submit a financial *offer* using the form Annex II C.

CHAPTER IV - FINAL PROVISIONS

Article 40. Sanctions and penalties mechanism

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

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

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

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

1st level (average breach): € 500.00

- for each deviation from what was offered by the Company in the menus presented during the tendering procedure;

- for each noncompliance with the temperatures laid down by Presidential Decree no. 327/1980;
- for each non-conformity in the sorting of waste;
- for failure to carry out interventions of disinfestation and rodent control with the required frequency;
- for noncompliance with the health and security standards on the part of the Company' staff;
- for the absence of a copy of the Company's Self-Monitoring Plan at the premises for the food service;
- failure to update the forms present in the canteen and bars and the web page that the Institute dedicates to the service;

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

- for each infringement relating to respect for the ordinary maintenance
- for delay in implementing the maintenance interventions under the Company's remit;
- for each case of noncompliance with "Good Manufacturing Practices" (GMP);
- for each parameter that does not comply with the limits on microbial contamination of food by non-pathogenic microorganisms when the value exceeds the limit by 10 times;
- for each case of the discovery of foreign bodies in the meals served;
- for each day of use of foodstuffs other than those proposed in the Company's bid;
- for each failure to comply with the Self-Monitoring Plan;
- for the absence of the service manager for more than three days running without a replacement;
- for each failure to comply with the rules of law relating to employees and/or the non-application of collective agreements;
- for inadequate hygiene of equipment and utensils at each of the premises for the food services;
- for inadequate hygiene of the vehicles used to transport meals and foodstuffs;

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

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

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

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

Article 41. Requirements for the signature of the contract

The successful tenderer, within the date to be communicated by the EUI, must submit the following documents before the signature of the contract:

- a copy of the full criminal record of the legal representative of the successful tenderer;
- a performance guarantee for an amount of 10% of the annual value of the contract.
- A copy of the professional risk indemnity insurance.

Please note that should the successful tenderer fail to submit the documents outlined above in due time or, upon testing, is found not to be in compliance with the declarations submitted

in the tender, the EUI reserves the right to award the contract to the following tenderer in the ranking or to launch a new call for tender.

Article 42. Contract management

For the *EUI*, the reference persons for the *contract* management are the following:

- the Director of the Real Estate and Facilities Service;
- the person appointed by the Director of the Real Estate and Facilities Service to manage the service.

Article 43. List of tender documents

The tender documents of the present procurement procedure are composed of the draft contract, the invitation letter, these *tender specifications* - TS (Annex I) and the contractor's *tender* (Annex II), including the following annexes:

- Annex II A – Declaration on honour;
- Annex II B – Technical *offer*;
- Annex II C – Financial *offer*.
- Annex II D – Request of inspection
- Annex II E – EUI Vacation Days 2023
- Annex II F – Description of the services currently in force at the EUI
- Annex II G – Ground plans of the premises entrusted by the EUI
- Annex II H – List of the staff currently employed in the service
- Annex II I – Inventory of canteen equipment
- Annex II L – Emergency plan
- Annex II M – “Eating at the EUI” User Expectation Survey