



REAL ESTATE AND FACILITIES SERVICE

Open call tender for the provision of a cleaning service with reduced environmental impact, including the supply of hygienic-sanitary products, disinfection, deratization and overseeing activities, to be carried out at the premises of the European University Institute

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CHAPTER I – SCOPE AND DESCRIPTION OF THE PROCUREMENT PROCEDURE

Article 1. 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’ or ‘the Institute’ or ‘the client’ 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’ or ‘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’ means 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 *tenderer*¹;

‘subcontracting’ means 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;

‘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 2. 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 (REFS).

Article 3. Subject

<p>Subject of the contract</p>	<p>The subject of this procurement procedure is the provision of a cleaning service with reduced environmental impact, including the supply of hygienic-sanitary products, disinfection, deratization and overseeing activities, to be carried out at the premises of the European University Institute.</p>
<p>Lots</p>	<p>This procurement procedure is not divided into lots.</p>

¹ 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.

Type of contract	The procedure will result in the conclusion of a service <i>contract</i> . <i>Tenderers</i> need to take full account of the provisions of the draft <i>contract</i> as the latter will define and govern the contractual relationship to be established between the <i>EUI</i> and the <i>contractor</i> .
Duration of the contract	The <i>contract</i> to be awarded shall have a duration of 5 years . The details of the initial <i>contract</i> duration and possible renewals are set out in Article I.2 of the draft <i>contract</i> .
Estimated value of the contract	The estimated value of the <i>contract</i> to be awarded for the whole duration of 5 years is € 3.250.000,00 (three million three hundred fifty thousand). The <i>EUI</i> may procure additional services from the <i>contractor</i> up to a maximum of 50% of the initial contract value.
Place of performance	The services will be undertaken at the <i>EUI</i> 's premises.

Article 4. 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/en/public/about/procurement/tenders-regulatory-framework>.

Article 5. Joint Tenders

In case of *joint tender*, 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 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 4) and is not in an exclusion situation (see Article 31).

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 6. Subcontracting

Subcontracting is only allowed for the secondary services of the contract such as, for example, the deratization and disinfestation operations described in Article 9.4.

Tenderers are required to give an indication of the proportion of the secondary services 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 28;
- on whose capacities the *tenderer* relies upon to fulfil the selection criteria as described under Article 29;

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 7. Description of the technical specifications

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

This tender governs the procedures for executing the daily and periodic cleaning service with reduced environmental impact, including provision of hygiene and sanitary products such as cloth towels, toilet paper, toilet seat covers, absorbent containers, toilet brush, liquid hand wash soap, sanitising and deodorising items, the disinfestation, deratization service and the daily supervision for the working locations and university residences of the European University Institute, as further described in Article 9.

In particular, the cleaning service shall ensure the achievement of the following objectives:

- Maintain an optimal hygienic-sanitary level in the environments and facilities subject to the service in order to ensure the maximum comfort and the best working conditions for the staff and guests of the EUI;
- Upkeep the aesthetic appearance of the premises and areas subject to service;
- Safeguard the integrity of the surfaces subject to cleaning.

In order to allow competitors to be in possession of all information relevant for assessing the conditions and circumstances of service provision so as to present an appropriate economic offer, we attach to these specifications the floor plans of the buildings and residences of the EUI.

Should the Institute decide to make changes to the cleaning services described in these Tender Specifications, and/or should the number of premises and researchers' residences increase or decrease compared to those indicated in these Tender Specifications, the Contracting Authority reserves the right to adjust the contractual amount proportionally, increasing and/or decreasing, on the basis of the price per square metre offered by the Company during the tender.

In addition to the above, the Contracting Authority reserves the right to customise the cleaning standard through a remodelling of the services and related frequencies. In order to make the type of changes that may be required during the term of the contract easier to understand, we attach with this documentation (Annex II N) a reduced service scenario that will be remunerated on the basis of the price offered by the Company in the tender.

Article 8. Minimum Environmental Criteria (MEC)

The cleaning service must be carried out in accordance with the technical specifications defined in the Minimum Environmental Criteria for the award of the cleaning service and the supply of hygiene products approved by Ministerial Decree of 29 January 2021.

Article 9 – General specifications

In carrying out the services described in these specifications, the company must comply with the “minimum environmental criteria for the allocation of a cleaning service and the supply of products for hygiene” laid down by the Decree of the Ministry of the Environment 29 January 2021 and further amendments made.

The Contractor shall organize and direct the effectuation of the cleaning service by giving its staff all the appropriate directives and taking all the necessary measures in order to ensure an optimal result in terms of individual performance and the overall service in accordance with the contents of these specifications and the annexes thereto, with the contract, and with whatever the company submitted in their bid.

Article 9.1 - Methods of performing the Cleaning Service

The cleaning service, intended as the sum of all the activities necessary to safeguard the hygienic and sanitary state of the working environments, including furniture and furnishings, carried out by specialised personnel using the best equipment available and the most suitable materials to address, each time, the different intervention needs, are aimed at ensuring the utmost comfort and the best hygienic conditions to guarantee a healthy and pleasant performance of the activities in full respect of the image of the European University Institute, while at the same time guaranteeing the lowest possible environmental impact.

All work must be carried out carefully and in a workmanlike manner utilising the most suitable means and materials.

The service must therefore be constituted by a combination of daily and periodic output according to the specific minimum activities listed successively in Articles 8 and 9. In order to guarantee an optimal cleaning service of the environments throughout the course of the contract, such benefits may be integrated and/or modified as needed. For the quotation of any eventual modifications either by way of increase and/or decrease, the prices offered by Contractor in the tender will be utilised.

To clarify:

- **daily tasks** must be generally effectuated from Monday to Friday during the hours 7:00pm/8:00 am so as not to obstruct the administrative and academic activities of the Institute. The offices and areas subject to the cleaning service must be perfectly clean before the start of institutional/academic activities and of research at the Institute which is usually undertaken from 8:00am. Unless otherwise agreed with the representatives of the Contracting Authority, cleaning tasks are to be performed only up until 8:00 am; in the occasion of specific events the Institute may be asked to anticipate or postpone cleaning times, especially in seminar/conference rooms.
- **periodic tasks** must be effectuated at the minimum frequency specified in the following Article 9.13 and must be coordinated with the representatives of the Contracting Authority.
- **extra service fees** include all interventions of extraordinary cleaning that the company may be requested to carry out during the contractual period. By way of example and not of limitation, these interventions can be subdivided into:

I. Cleaning when construction works have ended and following removals

When construction works have ended, the company shall intervene in the period agreed with the representatives of the Contracting Authority to remove any debris and waste and restore the premises to their previous condition, guaranteeing that any ensuing use is under appropriate hygienic conditions.

II. Cleaning operations on the occasion of special events

In the case of special events being organized (conferences, congresses, seminars, official ceremonies, etc.) also outside the institutional premises, the company shall be required to intervene in the period agreed with the representatives of the Contracting Authority providing the interventions necessary to ensure the favourable outcome of the event and/or the tidying of the premises after it, in order to allow their use under appropriate hygienic conditions.

III. Specific cleaning interventions

In the event of flooding of the premises because of extreme weather or a leaking pipe, or vandalism involving graffiti, damage to objects, etc., the Company must intervene in the shortest time possible, at the most 1 (one) hour after being notified, carrying out all necessary repairs to restore the premises concerned.

The company shall only perform these tasks in response to a request by representatives of the Contracting Authority. The company shall enjoy no rights or payment in the case of services performed without a specific order.

The remuneration for such interventions will be carried out based on the unit labour cost offered by the Company in their bid.

In addition to what is specified above, the following is also prescribed:

- a) Included in the contracted amount are all activities relating to the provision and positioning of consumable materials required for hygienic services (cloth towels, toilet paper, liquid hand wash soap, tissue toilet covers, feminine sanitary bags, sanitizers, air fresheners, and etcetera) in the quantities required. Additional is the supply of suitable liners for internal and external garbage recipients and for any recycling containers. To avoid any lack of provision, the Contractor must maintain a sufficient supply of such products on the premises that will be allocated to the Contracting Authority within each location for the carrying out of the service.
- b) In all environments, cleaning operations must use specific materials and products for the type of surface to be cleaned. All the products used must conform to the specified “minimum environmental criteria for the allocation of a cleaning service and the supply of products for hygiene”. When the service is finished, the equipment used must be thoroughly cleansed and rinsed so that it is perfectly clean when stored in the appointed premises.
- c) During the carrying out of services, the Contractor is required to adopt all necessary safety and security precautions in accordance with the requirements of the Contracting Authority property, and in the case of damage caused by its own staff is required to notify the representatives of the Institute and organise repairs of any damaged property or failing that, their compensation.
- d) In compliance with the applicable rules of law governing the matter, the Company must arrange for daily collection and disposal of the different types of waste produced and placed in the relevant bins present at the various premises, including those in the canteens and in the researchers’ bar (paper and cardboard, multi-material: glass, plastic, aluminium and unsorted waste) transporting it to public containers in compliance with the municipal regulations in force. The Company shall be responsible for providing and, if necessary, replacing the bags for these bins. Except for special needs, every three months the company must arrange to wash and sanitize the bins and ecological containers used by the catering service for waste disposal with specific products.
- e) Upon conclusion of the cleaning work, it is the obligation of the cleaning staff to verify that all doors, windows, and other means of access are secured. On the eve of prolonged closures (Easter, August and Christmas), workers must take care to also close all exterior shutters in each building and to reopen them on the first morning of reopening, prior to the commencement of official activities.
- f) Cleaning staff are also required to turn off all lighting at the end of the cleaning work, whether they consist of lamps, light fixtures, or the like, along with any audio and video systems in the seminar/conference rooms.
- g) The cleaning staff shall be obliged to check all maintenance holes and drainage grates of the terraces, balconies, patios, and garages, to then remove if necessary any debris, leaves or other items which may cause obstructions or blockages. In the event that it is not possible to solve the obstruction or blockage, the cleaning staff must promptly inform the responsible of the Contracting Authority.
- h) The Contractor must ensure timely intervention (maximum within one hour from the call) for the cleaning of the premises in case of emergency events (e.g. flooding, etcetera)

and weather events (e.g. snow removal and spilling salt). The time of the call will be tracked by the security staff of the control room located in the Badia (active 7/24) and the arrival time of the cleaning staff in the building object of the intervention will be detected by the clocking system placed in the entryway of each EUI building.

- i) However, the Contracting Authority reserves the right, due to requirements connected to the regular performance of activities, to modify the communicated time slots at any time, subject to the necessary and appropriate prior notice to the Company.
- j) Throughout the duration of the Tender, the Company shall comply with the Institute's Environmental Management System and provide the required cooperation in complying with procedures, collecting data, and sending specific reports.

Article 9.2. IT system for activity management

The Company shall provide an efficient IT tool to support the operational management and control activities of the contracted services.

This tool shall be used to manage all the information flows of the services provided in order to guarantee the ready usability and availability of data and information (of a technical, operational, management and economic nature) necessary in the various phases of planning, scheduling, execution and control of the services provided.

This system must be made accessible to the Contracting Authority throughout the period of validity of the contract. The proposed system must be simple and user-friendly and accessible via the Internet, without the need to install additional dedicated plug-ins.

The proposed IT platform must make available different "profiles" to be associated with users selected by the Contracting Authority based on the role and functions they must perform according to the Contracting Authority's needs. At any time, it must be possible for the Contracting Authority to insert a new profile with the relative access to specific functions or to modify an existing profile.

The system must allow for the possibility of downloading data and reports through the selection of specific drop-down menus prepared by the Company according to the Contracting Authority's requirements.

In the event of failure to operate and/or update the system, the penalty envisaged in Article 34 below shall apply.

The payment for the above-mentioned system shall be included in the monthly service fee.

Article 9.3 - Detection system of toilet facilities use

The Company must set up a system through which it is possible to detect in real time the number of passages inside the toilets most frequently used in order to adjust the daily passages according to their use. There is currently a system for detecting the number of passages in the toilets shown in the attached planimetries. The current system works with sensors applied to the entrance doors that highlight the entrances of users and send an alert to the cleaning staff after a preset number of entrances.

In the evaluation of the technical offer, a proportionally higher score will be awarded to the Company that increases the number of bathrooms where the passage detection system will be installed.

This system shall be fully operational on the starting date of the services and shall remain available and operational throughout the duration of the contract.

Delay in the activation of the passage detection system or failure to update it, shall give rise to the application of the penalty referred to in Article 31.

Article 9.4 - Deratization and disinfestation services

These services shall cover disinfestation, deratization, cockroach control and the removal of animal carcasses from the premises and the researchers' residences.

These treatments must be carried out without causing disturbance or annoyance and without interrupting the normal activities of the Institute. In cases where this is not possible, the treatments, prior agreement with the responsible of the Contracting authority, must be carried out outside normal working hours.

- *Deratization service*

This must guarantee the elimination of the pest throughout the duration of the service agreement. The treatment cycles must be at least bi-monthly and shall include the laying of bait, its supplementation and/or replacement, the repositioning of traps, the checking, recovery, and disposal of the materials used and any carcasses. The traps must be of the protected bait type, fixed to the ground or to poles in inconspicuous positions and clearly identified with specific warning signs. Products used for deratization must be low-toxicity anticoagulants registered with the Ministry of Health. For all the products used, the Company must provide in advance to the representative of the service authenticated photocopies of the registration with the Ministry of Health. Annex II M shows the current location of the traps, along with the number and type.

- *Disinfestation service*

The Company is required to carry out suitable monitoring of the exteriors of the premises and the researchers' residences at the beginning of the spring for timely identification of the first outbreaks of insect larvae development and provide an opportune anti-larval treatment programme and a plan to combat mosquitoes. The treatments to be carried out during the larval phase should be planned in line with the Company's bid, and in any case, during the spring/summer, must consist of no less than three treatments with at intervals no less than one month. Again, during the spring/summer period, the Company must also provide larvicide tablets monthly to be placed in the drains present in numerous premises and in the researchers' residences, or if an improvement, to whatever has been offered in their bid.

The service also includes the interventions necessary for the removal of the eventual ants from the EUI premises and residences.

Article 9.5 - Waste sorting service, conveyance of the waste to skips, and sanitization

The Contracting Authority, oriented towards the pursuit of the 17 Sustainable Development Goals defined and promoted by the United Nations, is committed to promoting an increasingly accentuated and widespread protection of the environment in all its aspects, which includes the organization and implementation of increasingly effective and efficient separate waste collection.

The Company undertakes to collaborate with the Contracting Authority to achieve the objectives concerning separate waste collection and undertakes to support the monitoring of the results achieved through the collection and communication of specific data.

The Company shall, at its own expense and in compliance with the law in force, manage and deliver to collection points all waste coming from any room or area inside and outside the buildings listed in Article 24. The waste collection service also includes the waste produced by the cafeteria managed by the researchers.

It is the Company's responsibility to arrange for the supply and replacement of bags for the recycling containers and all bins located inside the offices, seminary rooms, bathrooms, communal areas, etc.

The Company must indicate in the technical offer the type of methodology it intends to use for waste monitoring. The proposed system must be capable of measuring daily waste production site by site and by type of waste (plastic/paper/glass/organic/undifferentiated/sanitary waste).

The Company must draw up and send to the service manager every three months, or upon specific request of the Contracting Authority, a table summarising the waste produced by the Institute's different sites and containing the data described in Annex L (Waste Monitoring Form). In the event of non-compliance, the Company will be subject to the penalty described in Article 31 below.

The Institute reserves the right during the effectuation of the contract, to change the ways of sorting waste and monitoring without resulting in any additional expense (e.g. by introducing the collection of organic waste).

If during the activity the Company staff should detect improper use of the containers or recycling stations arranged for sorting waste, it shall arrange to correctly sort the waste, putting any non-compliant materials aside, and notifying their manager who will report the anomalies in writing to the managers of the Contracting Authority.

Article 9.6 - Ecological container cleaning and sanitisation service

The Company must ensure with a minimum frequency of every 3 (three) months an effective sanitizing service including the washing of the interior and exterior of the bins or recycling containers inside the Institute's premises including those used by the catering service.

Sanitisation of the collection points must be carried out by washing with a jet of hot water or steam, spraying, afterwards, with a specific sanitiser.

Article 9.7 - Cleaning and sanitising service for dust barriers (doormats and carpets)

The Company must replace the doormats/mats placed at the various entrances to the buildings at least once every 15 days, which must be collected, washed and restored, reporting any wear or damage to the Institute manager.

Article 9.8 – On-site cleaning staff

The Company shall arrange for 3 employees to be at the exclusive disposal of the Contracting Authority as better specified in the following paragraphs.

The persons nominated by the company must have reliable professional skills, a healthy attitude to interpersonal relationships with colleagues and users, and a good ability to understand and perform the requests of the Contracting Authority's managers.

The Company staff is obliged to maintain professional secrecy on any facts and circumstances they become aware of while carrying out their duties. During the effectuation of the assigned

tasks and the time spent inside the premises of the Institute, the Company staff may not smoke and must also limit the use of their mobile phone exclusively to business needs.

It must be possible to reach staff at any time by phone, and they must also be equipped with a smartphone or tablet compatible with the EUI system to manage tickets requesting interventions.

The Company must ensure immediate replacement of the operator during periods of programmed absence (holidays, leave, etc.), and in cases of unforeseen illness or absence with staff duly and previously trained on the service to be performed.

It is specified that under no circumstances may the on-site cleaning staff be used to replace the absences of personnel employed to carry out ordinary cleaning activities and that they may not therefore carry out scheduled cleaning activities included in the fee, otherwise the penalty envisaged in Article 34 below shall be applied.

The Contracting Authority shall have the right to ask the Company to remove service staff who, during the effectuation of the service, have attracted complaints or have engaged in conduct that is not appropriate to the work environment. In such a case, the Company shall arrange to replace the unwelcome person within and no later than five days from the receipt of a formal request.

Company staff shall present themselves for work in respectable workwear suitable for the task at hand, carrying company ID with a photograph and their name that must be worn well visible during the working activities. The uniform must be kept in a perfect state of cleanliness and decorum.

For the service in question, the company shall make an offer of a total annual cost with details of the cost of overtime hours during weekdays, Sundays and public holidays, and night shifts, and which may be requested during the contractual period (Financial Offer Form: Annex II C).

Article 9.9 – On-site- cleaning staff to deal with tickets generated by the Help Desk

The company must provide a full-time operator based at the Badia Fiesolana headquarters for unforeseen and emergency cleaning activities and for all those portorage activities that require the use of two persons, for example, moving furniture in the seminary rooms, offices or other premises.

In the absence of tickets generated by the Help Desk and/or portorage assistance, the security officers must check the internal common areas of the buildings, intervening where they detect conditions (presence of footprints on the floors, rainwater infiltration, etc.).

The working hours of the staff member, on the opening days of the Institute that differ from the working days of the Italian national calendar (see attachment E), will be from 08.00 to 12.00 and from 1.00 pm to 5.00 pm (8 h. daily for 5 days a week - from Monday to Friday).

The Institute reserves the right, for particular needs related to the regular operation of the buildings, to modify the communicated time slot at any time, subject to the necessary and appropriate prior notice to the Company.

This person should possess suitable transport to reach all other locations of the Customer autonomously. To reduce environmental impact, it is desirable that the transport made available by the Company should be electric or hybrid.

Article 9.10 – On-site cleaning staff for the university residences (PAB and PDM)

The company must provide a full-time operator based at the Ponte alla Badia (PAB) apartments, with the function of a cleaner and a contact person for all the residents. This figure shall be responsible for cleaning of the communal areas (sweeping and cleansing with water and specific products), the areas outside (sweeping and removal of any waste including grass weed) such as, by way of example: flights of stairs, landings, internal courtyard, parking area, areas below ground (laundry, corridors, warehouses, garages, etc.) as well as managing the warehouse where spare crockery, dishes, glasses, etc. are kept and activities connected to the arrival of the tenants (check-in) and their departure from the apartments (check-out) in line with the instructions given by the head of the Housing office. In virtue of the international nature of the users, the person nominated for this position must know English well enough to communicate with the people who live in the apartments.

The working hours of the staff member, on the opening days of the Institute that differ from the working days of the Italian national calendar (see attachment E), will be from 08.00 to 12.00 and from 1.00 pm to 5.00 pm (8 h. daily for 5 days a week - from Monday to Friday).

This person should possess suitable transport to reach the residences of Pian del Mugnone and/or other offices of the Contracting Authority independently, at any time. To reduce environmental impact, it is desirable that the transport made available by the Company should be electric or hybrid.

The Company shall provide a computer platform to manage the check-in and check-out of the flats. The proposed system will have to be programmed according to the seven types of flats (A1, A2, A3 and A4 for PAB, and B1, B2 and B3 for PDM), each also divided by rooms in order to be able to check-in and check-out individual rooms as well as entire flats.

Through this system, the check-in or check-out operator must be able to enter any necessary maintenance work, report any damage or deficiencies within the flats (see Annex II H).

Article 9.11 - Security officer at Palazzo Buontalenti (STG)

The Company shall provide a permanent operator based at Palazzo Buontalenti with a car and a permit to enter the traffic-restricted zone (ZTL), for those non-scheduled and emergency cleaning activities generated through the Institute's Help Desk platform and for all those portage activities that require two people, e.g., handling of furniture in the seminar rooms, handling of furniture in common areas and offices, etc. The employee's working hours, on the Institute's opening days that differ from the working days of the Italian national calendar (see Annex E), will be from 10 a.m. to 2 p.m. (4 hours a day for 5 days a week - Monday to Friday).

In the absence of tickets generated by the Help Desk and/or portage assistance, the security officers must check the internal common areas of the buildings, intervening where they detect conditions (presence of footprints on the floors, rainwater infiltration, etc.).

Article 9.12 – General list of ordinary services

In Annex II G, for each type of environment have been described the required frequencies, the square meters and the different surfaces depending on the type of floor.

Below for some types of environments we provide additional information on the type of service requested.

REFRESHMENT AREAS: RESEARCHERS' BAR (Bar Fiasco)

The cleaning of these premises must be carried out in the morning from 7:00am. Friday evening is the busiest time and when theme parties are organized, as a result, on Saturday morning cleaning must be carried out in addition to the bar itself, also of adjacent areas (bathrooms, stairs,

cloister, entrance). In addition to the cleaning, all the material left in the bar (glass bottles, glasses, etc.) must be sorted and taken to the respective skips.

RESTROOMS – GYM – CHANGE ROOMS – SPORTING FIELD

The cleaning of the restrooms, except for those inside the library, must be undertaken by the Contractor from Monday to Friday with a frequency of twice daily (firstly prior to 8:00am and subsequently in the time slot Noon/3:00pm). On Saturday at the headquarters of the Badia Fiesolana, cleaning of the restrooms in the hallway and one adjacent to the control room must be guaranteed, with two reviews in addition to the main cleaning prior to opening. That is, an initial operation is required before 8:00am, a second at 12:30pm and the third and last at 5:00pm.

For the restrooms of the Library four cleaning services should be provided daily from Monday to Friday, in addition to the cleaning prior to opening, i.e., an initial operation should occur before 8:00am, the second at 11:30am, the third at 2:30pm, the fourth at 5:30pm, with the fifth and last at 8:00pm. On Saturday, one revision must be guaranteed in addition to the cleaning prior to opening, or rather the first revision before 8:00am, the second and final at 12.30pm.

The frequency of cleaning the restrooms and changing rooms of the sporting field and gym is daily except in the case of particular sporting events (Coppa Pavone), when the Contractor will be required to increase frequency in accordance with the greater flow of people.

In cleaning the sanitary areas, cloths or sponges and colour-coded buckets must be utilised, according to the specific zones to be treated. Any eventual blockages or malfunctions of various kind should be immediately reported to the concierge or management of the property in question.

When the service is to be effectuated during the working hours of the building, the Contractor is obliged to ensure the safety of users via signage of any hazards.

LIBRARY - BOOK DEPOSITORY ROOMS IN PUBLIC CONSULTATION ROOMS

The Contractor based on the amount of shelving to clean (approximately 7,00 linear meters) and of calendar days available, will be required to establish a programme to ensure the cleaning of all volumes and shelves over a period of 6 months in order to guarantee two cycles are completed during a contract year.

All volumes removed in order and deposited in special carts must be properly dusted on the cover and spines with an antistatic dusting cloth. The shelving will need to be emptied and washed with care, using appropriate products. It is strictly forbidden to use any type of liquid product. All volumes removed must be repositioned on the shelves in the pre-existing order.

In the opening days of the Library (Monday-Saturday), the cleaning of the books located in the consultation rooms open to the public may be effectuated only up to 8:30am or during all periods of closure of the Institute as indicated in the holiday calendar (Annex II E).

This constraint does not apply to the cleaning of shelves and books deposited internally and externally to the library, for which there is no time limitation, and the service can indeed be carried out from Monday to Friday, according to the schedule to be agreed upon with the representatives of the Contracting Authority.

RESEARCHERS' APARTMENTS ON VIA FAENTINA: (PAB) – (PDM)

PAB APARTMENTS

The building complex destined for university residence, is divided into two to three floors and consists of two buildings opposite to each other and connected by four stairwells. The complex consists of 60 apartments of which 47 are simplex (developed on one level) and 13 are duplex (developed on two levels connected by an internal staircase), which are of the following types:

Typology A I

- 38 accommodations with minimum surface area of 48.50 sqm and maximum 50.50 sqm consisting of: entrance, living room with kitchenette, 2 single bedrooms, 1 bathroom with shower.

Typology A II

- 9 accommodations, of which 8 are 37.36 sqm and one is 40.34 sqm, consisting of: entrance, living room with kitchenette, 1 double bedroom, 1 bathroom with shower.

Typology A III

- 9 accommodations of which 4 are 52.37 sqm, 2 are 56.72 sqm, 1 is 59.58 sqm and 2 are 64.52 sqm consisting of a first floor with entrance, living room with kitchenette, 1 bathroom and 1 internal staircase connecting to the second floor where there is: 1 double bedroom, 1 single bedroom and 1 bathroom with shower.

Typology A IV

- 4 accommodations of which 2 are 59.34 sqm and 2 are 60.39 sqm consisting of first floor with entrance, living room with kitchenette, 1 study, 1 bathroom and an internal staircase connecting to the second floor where there is 1 double bedroom, 1 single bedroom, 1 bathroom with shower.

PDM APARTMENTS

The structure consists of three apartment blocks bordering a piazza outside the municipality, as well as three garages, one of which contains a laundry, and three external staircases:

- **10 three-room apartments from 58 sqm.** composed of: kitchenette, two bedrooms, a bathroom with shower, and balcony;
- **1 five-room apartments from 106 sqm.** composed of: kitchen, four bedrooms, two bathrooms (1 bath + 1 shower) and a balcony;

PERIODIC SPECIAL CLEANING UPON CHANGE OF TENANTS (upon request)

At every change of tenant or at the specific request of the Contracting Station, the company shall carry out the following cleaning activities:

- Sweeping, washing and disinfecting of pavements including balconies.
- Cleaning and degreasing of the tiles, furniture and appliances of the kitchen (sink, range hood, stove top, oven and fridge) with a suitable detergent.
- Thorough cleaning of crockery and kitchenware present in the kitchen.
- Wet dusting internally and externally of furnishings and storage, radiators, sills, windows (including panes), blinds and shutters.

- Washing and disinfecting of bathrooms (sinks, shower, bidet, toilet, taps and mirrors) with specific product.

Article 9.13 – General list of periodic services and their relative frequencies

The summery list of periodic services and relative frequencies are shown in Annex II G "Summary table of cleaning activities and frequencies".

The staff assigned to the periodic cleaning must be specially trained and equipped with the necessary work gear and suitable protection and security systems, appropriate to the nature of work performed.

The execution of the periodic cleaning as described above must take place outside of the hours designated for routine cleaning. For the quotation and the enforcement of regular cleaning the Contractor should refer not only to the floor plans of the locations and buildings provided in the tender, but also to the situation internally and externally as noted during the obligatory site inspection.

The effectuation of the periodic and thorough cleaning must be done according to a schedule agreed upon with the Contracting Authority. To this end, the Contractor should, prior to the start of the contract, formulate a proposed calendar to be divided into trimesters, which is detailed and distinct to each building, indicating the dates of execution of the periodic and thorough cleaning tasks. The calendar must be complete yet with a degree of flexibility that allows managers of the Contracting Authority, prior to its approval, to harmonise it with other ongoing activities taking place at the sites concerned. Failure to comply with the timetable without justification will be penalised as per the provisions outlined in the following Article 31.

The correct effectuation of regular cleaning must be proved through the compilation of specific reports by the various porter's lodge as well as ad hoc checks by Contracting Authority staff. Each report shall be signed for acceptance by the Contracting Authority and will contribute to demonstrating the Company's credit.

Article 10 – Extraordinary operations

For specific requirements, the Contracting Authority may request extraordinary cleaning, which shall be paid at cost (if the request is of an urgent nature) on the basis of the cost per hour offered in the bid (including the products to use, and the assorted machinery and equipment) providing a detailed report indicating the specific service performed, the number of units used, and the total number of hours worked, while for scheduled jobs, the Contracting Authority shall ask for a quote.

For each extraordinary task, the Contractor will be required to provide a detailed account in which the type of service performed is specified, along with the amplitude of the surface area cleaned, the time taken, the means used, the number of staff and amount of products required.

To have a reference list of the most common types of extraordinary cleaning, on the second page of the Financial Offer form (Annex II C) which shall not give the right to the allocation of a score, the Company should provide quotes for a series of services.

Article 11 – Emergency interventions

In emergency situations that may put people's safety at risk and/or may lead to the interruption of normal activities in which the intervention of the supervisory staff is not sufficient, the Company shall intervene within 2 hours of the request. In the event of delay, the penalty envisaged in Article 31 below shall be applied.

Article 12 – Time slots

All works must be effectuated in respect of a programmed scheduled to be coordinated in advance with the representatives of the Contracting Authority, so as not to cause any disturbances to the ordinary carrying out of activities performed in each building and individual environment.

Daily tasks must be generally effectuated from Monday to Friday during the hours 7:00pm/8:00am so as not to obstruct the administrative and academic activities of the Institute.

The activities of periodic cleaning must be rigorously programmed in terms of timing and must be performed outside of the time allocated to the regular cleaning, except where otherwise agreed upon with the management of the Contracting Authority. Any eventual modifications throughout the course of the year must be agreed to by the Contracting Authority representatives.

Article 13 – Key access and management

The company awarded the contract for the carrying out of the tendered service will receive magnetic cards, keys and passes to access each structure of the of the Client. The Contractor will thus be liable towards the Institute for the work of its employees, who will in turn be instructed to ensure the security of the premises assigned to them. Under no circumstances keys, magnetic cards and passes must be left unattended, even if hidden.

The Contractor undertakes to maintain a register of keys, magnetic cards, passes and anything else provided that is to be divided per structure and per area within the same structure, containing the names and personal data of its employees who receive such items and noting any subsequent variations, which will be submitted in advance and approved by the Client.

Article 14 – Cleaning products

Cleaning must be carried out using suitable products effective for the surfaces to be treated, the preparations to be used and disposed of in accordance with current regulations and the manufacturers' specifications. The cleaning products must have the certification Ecolabel and must be conform to the Minimum Environmental Criteria laid down by the Decree of the Ministry of the Environment 29 January 2021.

All products and materials which the Company intends to use in performing the service shall be listed as annexes to the Technical Offer, the technical and safety data sheets, with any registration/authorization numbers of the Ministry of Health and instructions for use.

Any other products not included in the list submitted must first be authorised by the Client. No products should be utilised where proper instructions and indications are not provided.

Storage of goods will be provided only in the quantity reasonably necessary to guarantee the continuity of service provision.

Chemicals to be utilised for disinfection and deratization must be of low toxicity and registered with the Ministry of Health. These must be used with caution and the accident-prevention protection measures required by law to avoid injuries to those using them, third parties, and objects. They cannot be stored in the Contracting Authority's premises.

The Client reserves the right to take samples of chemical products and pre-prepared solutions to verify the characteristics and the exact percentage of dosage. In the case whereby any documented abnormalities are noticed, the Contractor is obliged to substitute the product and/or modify the dosage. Any laboratory costs incurred in the analyses will be borne by the Contractor itself.

The Contracting Authority may prohibit the use of materials, detergents, disinfectants, and anything else that could, in their opinion, be considered unsuitable. In this case, whereby during the course of the contract, the Client for any reason were to require the replacement of one or more products, the Contractor will undertake, without requiring any additional charge, to timely replace the product together with updating of the technical specifications.

Any eventual improvements in the quality and eco-sustainability of products utilised will be evaluated within the context of the Technical Offer presented by the Contractor.

Article 15 – Report on consumed products

On a yearly basis, or upon request of the Contracting Authority, the Company shall produce and send to the service manager an electronic report on the consumables used (detergents, disinfectants, deodorants, hand-washing soap, toilet paper, cloth towels, etc.). The report must contain the reference period and for each type of product the producer, the commercial name of the product and the quantity consumed must be indicated. If requested by the Contracting Authority, the Company shall provide appropriate documentary evidence to support the report.

In the event of failure to produce and send the Annual Report to the service manager, the Company shall be subject to the penalty envisaged in Article 31 below.

Article 16 – Hygiene and sanitary product distributors

Installation

The Company shall be responsible for the initial provision, installation, maintenance, and replacement of any broken distributors/dispensers and/or missing toilet paper, cloth towel rolls, hygiene bags, detergent, deodorants, and toilet brushes. It is also responsibility of the company to manage all the keys for assembly, disassembly, recharge of any installed equipment that must be closed (if provided with a lock or mechanical lock) and whose keys must not be left on site.

At the end of the contract all the material installed shall become the property of the Institute.

The installation of any new distributors is to commence within 10 days of the award and be completed within one week from that date while maintaining a normal service. All distributors installed must be filled with their relative consumable materials.

The new distributors will have to be installed in a workmanlike manner with a correct number of fastening and positioned in place of the existing distributors, taking advantage as much as possible of any attachment points of the old items installed. In removing old attachment elements, the Contractor shall provide for the filling, with special plaster or mortar, of any holes resulting from disassembly, together with the cleaning of the installation location from any packaging and any other resulting materials.

So as not to cause any inconvenience to users, the Contractor will coordinate with the outgoing company to proceed with the installation of new distributors simultaneously with the removal of the old ones. Distributors installed must be totally new and never used.

In the provision should be included, at no additional cost to the Contracting Authority, all ongoing maintenance requirements, with any action needed to be carried out within three (3) days of receipt of the request, for new installations, removals, relocations, replacements and repairs of equipment.

Technical characteristics

Distributors and their related consumables that form the object of supply must be made with top quality materials in accordance with any local regulations governing their production and sale, as well as be in compliance with the following requirements:

➤ **16.1 Cotton roll towels**

Characteristics of the distributor:

- wall mounted in shockproof material;
- easily washed and disinfected;
- automatic rewinding of the used part of the roll;
- indicator of the level of consumption;
- isolating system between the utilised and clean parts of the towel;
- system that allows quick and easy replacement of the rolls by persons engaged in the replenishment.

Characteristics of the consumable material:

- conformity with the laws in force concerning personal hygiene;
- length not exceeding 35 meters;
- subjected to antibacterial treatment;
- rolls must be individually wrapped with material that permits avoidance of product contamination.

➤ **16.2 Hand soap dispenser**

Characteristics of the dispenser:

- wall mounted in ABS material;

- a filling liquid soap dispenser;
- capacity lt. 1;
- push-button operation;
- white colour with transparent window.

Characteristics of the consumable material:

- creamy detergent pleasantly scented with neutral pH.

➤ **16.3 Air freshener dispenser**

Characteristics of the distributor:

- wall mounted;
- easily washed and disinfected;
- electronic dual activation system to distribute fragrance either via microphone or light;
- ability to schedule the disbursement;
- disbursement via diffusion (not spray).

Characteristics of the consumable material:

- complies with the regulations in force.

➤ **16.4 Feminine sanitary bag distributor**

Characteristics of the distributor:

- wall mounted in shockproof material;
- easily washed and disinfected;
- contents are non-visible;
- ease of use and guarantee of hygiene;
- antibacterial system for organic material and odour resistant;

Characteristics of the consumable material:

- complies with the regulations in force concerning personal hygiene materials.

➤ **16.5 Toilet paper dispenser with central extraction SCOTT CONTROL**

Distributor characteristics:

- wall fixing;
- ABS material;
- dispenser for toilet paper roll with central extraction;
- dimension mm. 290X120X285;
- white colour.

Characteristics of the consumable material:

- rolls of recycled 2-ply embossed paper, 30 gsm per ply, 1280 sheets

➤ **16.6 Toilet seat cover dispenser**

Characteristics of the dispenser:

- wall mounted in shockproof material;
- capacity 200 sheets;
- white colour.

Characteristics of the consumable material:

- complies with the regulations in force concerning personal hygiene materials.

➤ **16.7 Toilet brush**

Characteristics of the material:

- floor toilet brush;
- base with provision for sanitizing liquid;
- dimension mm. 490X150X150;
- white colour.

Article 17 – List of hygiene and sanitary product distributors installed in the various locations

The number of distributors currently installed and distinguished by type is as follows:

Building	Equipment installed								
	Cotton roll towels	Sanitizer refills	Air freshener refills	Hygiene bags	Toilet paper holder	Hand soap	Baskets for sanitary napkins	Toilet brush holders	Seat covers
Badia Fiesolana	30	50	42	34	50	49	34	50	50
Villa San Felice	4	4	4	2	4	4	2	4	4
Villa Paola	4	4	4	4	4	4	4	4	4
Villa Malafrasca	6	6	6	3	6	6	3	6	6
Complesso Villa Schifanoia	31	30	25	15	30	36	15	30	30
Villa Raimondi	4	4	4	2	4	4	2	4	4

Convento di San Domenico	7	10	8	6	10	7	6	10	10
Villa la Fonte	11	13	11	10	13	13	10	13	13
Villa il Poggiolo	8	8	7	5	8	9	5	8	8
Palazzo Buontalenti	12	16	8	9	16	13	9	16	16
Villa Salviati Archivi	11	8	5	5	8	11	5	8	8
Villa Salviati Manica	9	10	6	6	10	8	6	10	10
Villa Salviati Castello	16	15	10	10	15	15	10	15	15
Total	153	178	140	111	178	179	111	178	178

In the interests of communication, in the table below is an estimate of hygiene and sanitary products consumed in one year:

Product	Estimated consumption
Cotton roll towels	6.252
Hand soap	600
Toilet paper	2.532
Sanitizer refills	271
Toilet seat cover	18.750
Air freshener refills	190
Feminine hygiene bags	1800
Sanitary napkins	12.100

Article 18 – Machinery and equipment

Throughout the execution of service, the Contractor should utilise machinery and equipment that is certified and in compliance with current safety regulations in force.

All tools, machines and equipment used should be of optimal quality, suited to the specific purposes of use, be technically efficient and not noisy. They must be kept in perfect working condition and be equipped with accessories to protect and safeguard the operator and others from injury.

In the interest of preventing the release of dust into the environment, the Contractor must reduce to a minimum the use of brooms and dry-cleaning techniques, favouring instead the use of filtered vacuum cleaners and wet dusting wipes, whilst being dissuaded from the use of electrostatic powders.

The vacuum cleaners, carpet cleaners, electric brushes and similar equipment must always be equipped with aspiration devices and filters. The collection of any dry material is to be limited to the gathering of coarse material only.

After use, all items must be carefully washed, dried and stored in an orderly fashion within the premises provided by the Contracting Authority. All equipment and machines used in the service is to be clearly inscribed with the name of the Contractor.

Article 19 – Provisions pertaining to staff

All staff assigned to the service must be made aware of the explicit arrangements for completion of the same and shall be informed of the environment in which they are called upon to work. The activities covered by this contract are to be carried out with care and diligence.

The Contractor will be required to assign the service to people of proven ability, honesty and morality who are able to behave in a decent and reprehensible manner, who are reserved, fair and willing to collaborate both with the staff of the Contracting Authority and with external visitors who access the premises. During the carrying out of assigned duties and time spent inside the premises of the Institute, all Contractor staff are not to smoke and will also be restricted in their use of mobile telephones to that required exclusively for work purposes.

The company should ensure that all staff employed in the effectuation of contract services, are professionally qualified and in possession of the requisites required to carry out the duties they were hired for and have been properly trained, especially in the following aspects:

- Correct usage in relation to the amount of cleaning products used;
- Precautions in use (prohibitions on mixing, how to handle products, how to intervene in the event of spills or accidental contact, how to read the Material Safety Data Sheets (MSDS));
- Methods to store products;
- Differences between disinfection and washing;
- The characteristics of the products for cleaning with low environmental impact and of auxiliary “eco-friendly” products, labels, including those of ecological detergents and disinfectants for cleaning.

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. It must also apply in respect of its employees and in respect of member workers employed in the effectuation of the services covered by the contract, pay and conditions that are the same as those in the National Collective Bargaining Agreement (Integrated Service/Multi-service Labour Tables for Tuscany, 01/07/2023).

At least five days prior to the start of effectuating the contract, the Company must provide the contracting authority with the following documentation relating to the staff it will employ for the service:

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

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

The service staff must be equipped with a work uniform that is respectable and suitable to their task, along with being equipped with an identity card complete with name and photograph.

In the execution of service, staff of the Contractor must use diligence and prevent deterioration of floors, walls, furnishings, and existing equipment in the premises. In the case whereby damage is caused to the property of the Institute or third parties due to negligence or carelessness of the Contractor staff, the Contracting Authority is authorised to claim recourse directly from the deposit provided (which must then be immediately replenished).

The Contracting Authority reserves the right to request the replacement of staff used to fulfil the obligations set out above. In this case, the Contractor will need to provide for the replacement of the staff that does not perform well no later than five days after receipt of a formal request.

Wherever possible, all cleaning operations are to take place in the absence of university staff or in locations that are closed. For this reason, staff of the Contractor will be responsible for the custody of the premises and at the end of service will be responsible for the closure of all doors and windows, as well as turning off all lights and audio-visual equipment.

Staff employed by the contract, in accordance with the certification of working hours of service, must use a special magnetic card to record their presence by means of special clocking system placed in the entryway of each location. The methods of data processing will be regulated in an agreement to be made with the Contractor.

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. The provision of supplementary cards will be charged to the Contractor.

Article 20 – List of staff employed

Below is reported the data on the personnel already working under the outgoing contractor. In particular, for each employee, the relevant national contract of reference, the qualification/task, the contractual classification level, the number of hours per week, seniority steps and membership of the protected categories under Law 68/1999 are reported.

ELENCO PERSONALE IMPIEGATO SERVIZIO DI PULIZIA EUI						
Operatore	CCNL di riferimento	Livello di inquadramento contrattuale	Ore settimanali	Inquadramento	Mansione	Soggetto svantaggiato si/no
1	MULTISERVIZI	2^LIVELLO	50	Operaio	ADD.PULIZIE	NO
2	MULTISERVIZI	4^LIVELLO	50	Operaio	ADD.PULIZIE	NO
3	MULTISERVIZI	3^LIVELLO	42.5	Operaio	ADD.PULIZIE	NO
4	MULTISERVIZI	2^LIVELLO	40	Operaio	ADD.PULIZIE	NO
5	MULTISERVIZI	2^LIVELLO	30	Operaio	ADD.PULIZIE	NO
6	MULTISERVIZI	2^LIVELLO	32.5	Operaio	ADD.PULIZIE	NO
7	MULTISERVIZI	2^LIVELLO	33.5	Operaio	ADD.PULIZIE	NO
8	MULTISERVIZI	2^LIVELLO	20	Operaio	ADD.PULIZIE	NO
9	MULTISERVIZI	2^LIVELLO	38.5	Operaio	ADD.PULIZIE	NO
10	MULTISERVIZI	2^LIVELLO	25	Operaio	ADD.PULIZIE	NO
11	MULTISERVIZI	2^LIVELLO	25	Operaio	ADD.PULIZIE	NO
12	MULTISERVIZI	2^LIVELLO	47.5	Operaio	ADD.PULIZIE	NO
13	MULTISERVIZI	2^LIVELLO	32.5	Operaio	ADD.PULIZIE	NO
14	MULTISERVIZI	2^LIVELLO	55	Operaio	ADD.PULIZIE	NO
15	MULTISERVIZI	2^LIVELLO	33.75	Operaio	ADD.PULIZIE	NO
16	MULTISERVIZI	2^LIVELLO	35	Operaio	ADD.PULIZIE	NO

Article 21 – Service management and coordination

Prior to the start of the contract, the Contractor should determine and communicate to the Contracting Authority who shall be the appointed on-site company representative in the role of service supervisor, to whom the representatives of the Institute can refer for any and every request, objection or clarification which may prove necessary throughout the course of service. Such person must be contactable by a mobile telephone provided by the Contractor at its own expense and be able, upon request of the Contracting Authority, to personally intervene on-site within a maximum of two hours.

The supervisor in charge, as appointed by the Contractor, must be of absolute satisfaction to the Contracting Authority and have perfect knowledge of: operating staff, products to utilise, the

correct way to use the same, as well as all machinery required for the execution of service. In addition, all issues related to the management of the service must be explicitly understood.

The supervisor must intervene, decide upon and respond directly with regards to any issues that may arise as part of their regular work service contracted, along with any eventual damage assessment.

In the case of urgent necessity, the contract manager reserves the right to utilise, in case of inability of the supervisor or his representative, any operators present at the time and in doing so, detain them from normal service.

The managing supervisor responsible for the contract will not be able, in any way, to present any additional charges on the Contracting Authority in these instances.

Article 22 – Reporting of faults and problems in premises and buildings subject to service

Cleaning staff present are to provide constant monitoring of the operational functioning of certain aspects pertaining to maintenance of the structure (operation of lights, toilets, and doors plus coordination of repairs to any broken glass, plumbing systems, heating/air conditioning, etcetera).

To this end, the Contractor, via the supervisor in charge of service, will be required to provide any pertinent reportage and to complete the appropriate module also in electronic form wherever necessary to transmit to the contact of the Contracting Authority for the below listed tasks.

Article 23 – Continuation of service

The Contractor is obligated to carry out the services referred to in this tender without interruption. Under no circumstances therefore may there be a suspension or discontinuation to service, which is to be assured at all times, under threat of penalties outlined in the below Article 31, with the exception of major damage whereby the Contracting Authority would be compelled to organise the service directly.

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

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

Normal cleaning of restrooms must in particular be ensured, including the resupply of sanitary material present therein.

Article 24 – Premises to be cleaned

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 premises

- **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
- **Convento di San Domenico**
Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)
- **Complesso di Villa la Fonte – Dependance – Limonaia - Serra**
Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)
- **Complesso di Villa Schifanoia – Casale – Villino - Cappella**
Via Boccaccio, 115/121 - 50133 Firenze
- **Villa Raimondi**
Via Boccaccio, 111 - 50133 Firenze
- **Villa il Poggiolo**
Piazza Edison, 11 - 50133 Firenze
- **Villa Salviati – Ipogeo (sede Archivi Storici)**
Via Bolognese, 156 – 50133 Firenze
- **Villa Salviati – Manica e Castello**
Via Bolognese, 156 – 50133 Firenze
- **Palazzo Buontalenti**
Via Cavour, 65 – 50129 Firenze

Residenze universitarie

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

CHAPTER III - QUALITY ASSURANCE AND SERVICE CONFIRMITY

Article 25 – Quality assurance systems

In the technical specifications provided, the Competitor must propose its own system of quality assurance for the correct application of procedures, times and work methods to be applied to the contracted service.

Prior to the commencement of service, the quality assurance system must be validated by the Contracting Authority, which may entail, with the aim of optimising the service, amendments and/or additions.

The system of self-assessment shall include at least:

- A description of operational procedures;
- The methods of verification on the exact application of operational procedures;
- Methods of discrepancy recognition discovered throughout the course of work;
- Corrective actions to be adopted.

The results of the quality assurance system must be written clearly and unambiguously and made viewable to the representatives of the Contracting Authority at any given time.

Article 26 – Verifications and checks

In addition to the quality control plan of the Contractor, the services foreseen in this tender are subject to constant verification by the Contracting Authority.

The verification of conformity activities are intended to certify that the contractual services have been performed in a workmanlike manner, are functional and in respect of the technical specifications in accordance with and subject to the conditions, procedures, terms and requirements described in this tender.

The verification activities are also intended to ensure that the resulting accountability data provided in the records and supporting documents correspond to each other.

By way of example, the following list, which is by no means exhaustive, outlines certain operational tools and methods that will be used to verify of conformity:

- for the monitoring and qualitative control of services provided, a Plan for Control of Quality (called PCQ) will be utilised, including the making of daily checks with regards to ordinary activities. The checks will be carried out in all the buildings covered by the contract and will be performed jointly by a building manager, appointed by the Contracting Authority and a Contractor manager as indicated in Article 21. In the case of absence of the Contractor manager, photographic documentation will be obtained.

The Quality Control Plan foresees the use by the Customer of a software programme that will automatically and randomly generate a checklist for each inspection, based on the data relating to the buildings, the type of premises, the type of service and frequency foreseen by the tender specifications.

The Checklist will be printed the day before the date of the inspection and the copy will be handed over to the Company manager when starting the inspection tour. The Checklist will contain the following information:

- the number and type of premises to be inspected, the checks to be carried out, columns to note the compliance or non-compliance of the check and a column to note any anomalies found. Based on the sum of the “x”s in the compliance columns, the

number of compliant and non-compliant activities for each assessment parameter is determined, which will determine the performance indicator.

In order to calculate the Performance Index (PI), the following formula will be used:

$$PI = 1 - \frac{Anc}{Atot}$$

Where:

Anc = number of non-compliant activities

Atot = number of total activities audited

The PI value (rounded to the third decimal place) must not be less than a PI value of 0.900, failing which the relevant penalty in Article 34 shall apply.

In addition to the above mentioned, the Contracting Authority will carry out the following verification activities:

The distribution of the hours foreseen in the annual number of hours for routine cleaning, plus any increments to the tender offer by the Contractor, will be verified via a reading of the data recorded by the time-code devices where present, or alternatively via the presence of sign-in books. Verification may occur at any time and in any case will be carried out on a monthly basis.

Site inspections by the contract referents in order to verify the execution of periodic cleaning activities or following specific reports by university staff.

Cases of non-completion of service, failure to respect the contractual conditions and non-compliance/violations of any kind. In the event of impossibility of carry out joint inspections, photographic documentation will be obtained.

In order to monitor the degree of user satisfaction, as compared to the carrying out of contracted services, the Contracting Authority reserves the right to effectuate, with the unconditional cooperation of the Contractor, from the date of award and for the entire duration of the contract, sample surveys, also known as customer satisfaction surveys (CS), the results of which will be used to detect the degree of appreciation of the execution of service. The result of the CS investigation of will be analysed together with the managers of the Contractor so as to be able to undertake any necessary corrective actions to improve the service in areas found to not have reached user expectations.

For any non-compliances determined during execution of service, the Contracting Authority will apply the penalties indicated below in Article 34, without prejudice to the obligation of the Contractor to perform the service immediately to remedy the breach.

Article 27. 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 **15/12/2023** at **10.00** (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/en/public/about/procurement/tenders-portal>.

To this end, interested *economic operators* are invited to send to the REF Service, using the email address: inforefs@EUI.eu, by **12.00** (Italian time) on **14/12/2023**, the form “Request for site inspection” (Annex II D) 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 IV – 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 4);
- 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 28. Exclusion criteria

The *tenderer* 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 29. 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 1 (one) 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*;
- f) having generated a minimum annual turnover in the last 3 (three) financial years for which accounts have been closed (2020-2021-2022) of € 1.000.000,00 (one million/00).
- g) providing the financial statements of the last three years (2020-2021-2022) for which accounts have been closed;
- h) having a professional risk indemnity insurance of at least € 1.000.000,00 (one million/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) having a workforce of at least 60 employees;

- k) having been awarded by a private or public contracting authority in the past 3 (three) years (2020-2021-2022) with a contract for undertaking similar services to those included in this procurement procedure of a value of at least € 600.000,00 (six hundred thousand/00), VAT excluded;
- l) declaring what is its average workforce available per year and what is the number of staff members managing the services offered with reference to the last 3 (three) years;
- m) providing a list of the principal services provided in the past 3 (three) years (2021-2022-2022) with the sums, duration and if recipients are public or private;
- n) possessing the following valid quality certificates: UNI EN ISO 9001 or equivalent and UNI EN ISO 14001 or equivalent. In case of joint tender/consortia, the above-mentioned certificates must be possessed by each entity which participates in the joint tender/consortium submitting a tender;
- o) having or committing to have within 30 (thirty) days from the notification of the award of the contract an operational office in Tuscany.

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

- a signed and dated Declaration on Honour available in Annex II A;
- 1 (one) bank reference;
- a document attesting that the *tenderer* had a minimum annual turnover in the last 3 (three) financial years for which accounts have been closed (2020-2021-2022) of at least € 1.000.000,00 (one million/00);
- the financial statements of the last 3 (three) years for which accounts have been closed (2020-2021-2022);
- a copy of the professional risk indemnity insurance of at least € 1.000.000,00 (one million/00);
- evidence that the *tenderer* is included in a trade or professional register and entry in the value added tax register;
- a document attesting that the *tenderer* has a workforce of at least 60 employees and declaring what is its average workforce available per year and what is the number of staff members managing the services offered with reference to the last 3 (three) years;
- a document attesting that the *tenderer* has been awarded by a private or public contracting authority in the past 3 (three) years (2020-2021-2022) with a contract for undertaking similar services to those included in this procurement procedure of a value of at least € 600.000,00 (six hundred thousand/00), VAT excluded;
- a list of the principal services provided by the *tenderer* in the past 3 (three) years (2020-2021-2022) with the sums, duration and if recipients are public or private;
- a copy of the following valid quality certificates: UNI EN ISO 9001 or equivalent and UNI EN ISO 14001 or equivalent. In case of joint tender/consortia, each participant must submit its own certificates;
- proof of having an operational office in Tuscany or a declaration signed by the legal representative where he/she commits to open one within 30 (thirty) days from the notification of the award of the contract an operational office in Tuscany.

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 30. 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	60/100
Financial evaluation (Price)	40/100

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 60 points, which, multiplied by the coefficient of quality assigned at the discretion of the evaluation committee (between 0 and 1, as shown in Table II), will determine the score assigned to each *tender*, as indicated in the following Table I.

The *tenderer* shall submit technical *offer* duly following the indications included in the Technical offer form, Annex II B.

TABLE I		
DESCRIPTION		MAXIMUM SCORE
A	Service organization system	<u>45</u>
A1	Organization of the service	<u>20</u>
	A1.1 Model and sizing of proposed organisational structure	5
	A1.2 Proposed profile for the role of service manager	10
	A1.3 Proposed IT system for managing the service	2.5
	A1.4 Proposed methods for managing the tickets generated by the Help Desk platform	2.5
A2	Proposed technical-operational methods	<u>5</u>
A3	Proposed machinery, equipment and products used	<u>5</u>
A4	Management of personnel’s absences and emergencies	<u>5</u>
A5	Proposed Training of personnel	<u>5</u>
A6	Proposed Quality control self-assessment methods	<u>5</u>
B	Measures adopted to reduce environmental impact	<u>10</u>
B1	Proposed products, systems, and solutions to reduce environmental impact	5
B2	Possession of the following quality certifications or equivalent	

B2.1	ISO 45001 Certification (Occupational Health and Safety Management System)	1	
B2.2	SA 8000 Certification (Social Accountability Management System)	1	
B2.3	UNI EN 16636 Certification (Pest management and control services)	1	
B2.4	ISO 50001 Certification (Energy Management Systems)	1	
B2.5	ISO 37001 Certification (Management System for the Prevention of Corruption)	1	
C	Proposal for improvements		<u>5</u>

The minimum score for technical and quality criteria is 40/60. *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 for the criteria A, B1 and C:

TABLE II		
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, P = 40 points**, shall be assigned to the *tender* proposing the best financial offer taking into consideration the following breakdown:

- **P1, max 20 points = Price for the proposed cleaning fee**

Best price offered P1 = 20 x ----- Price offered

- **P2, max 10 points = Cost of overtime work upon request**

Best price offered

$P2 = 10 \times \frac{\text{Price offered}}{\text{Best price offered}}$

- **P3, max 10 points = Special cleaning of researchers' apartments (see Art. 9.12 TS)**

$P3 = 10 \times \frac{\text{Price offered}}{\text{Best price offered}}$

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 = total points assigned to the *tender* for the prices offered (P1+P2+P3 = P).

The price considered for evaluation will be the total price of the *tender*, covering all the requirements set out in these *tender specifications*.

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

CHAPTER V - FINAL PROVISIONS

Article 31. Sanctions and penalties mechanism

The Contractor has the obligation to organise a structure that ensures that every service requirement, be it routine, periodic or on request, is carried out within the times and manner prescribed within this tender.

The Contracting Authority may undertake, at any time, checks and controls regarding the exact fulfilment of the services required.

Unless otherwise provided for by legislation, the Contracting Authority reserves the right to apply penalties to the Contractor if, for any reason, the service is not performed in its entirety or is not in compliance with the provisions of this tender. The penalties to be applied are as following:

- In the event that the number of hours of service carried out is less than those offered by Contractor in the tender offer, the Contractor will be liable to pay a penalty of 100.00 (one hundred/00) euro for each hour not provided, except where provided for in Article II.1.9 of the contract.
- In the event that the daily inspection form (Checklist) provided for by the Quality Control Plan shows a Performance Index (PI) value of less than 0.900, the following penalties will be applied;
 - for a $PI \leq 0.850 < 0.800$ a penalty of 0.2‰ of the annual fee will be charged;
 - for a $PI \leq 0.750 < 0.700$ a penalty of 0.3‰ of the annual fee will be charged;
 - for a $PI \leq 0.650 < 0.600$ a penalty of 0.5‰ of the annual fee will be charged;
 - for a $PI \leq 0.550 < 0.500$ a penalty of 0.7‰ of the annual fee will be charged;

- for a $PI \leq 0.500$ a penalty of 1% of the annual fee will be charged; Should the Company be subjected to five penalties of this type within a year, the Institute reserves the right to terminate the contract early, as provided for in Article II.14.1 of the Contract.
- Delay in inspection in the case of emergency intervention. Comparison of the time of the request/signalling of the intervention with the time of the start of the inspection. The Company shall be subject to a penalty of Euro 100.00 (one hundred/00) for each hour of delay.
- Delay in the activation of the computer system supporting the operational management and control of the service, the Company shall be subject to a penalty of Euro 200.00 (two hundred/00) for each day of delay or failure.
- Failure to operate or update the computer system supporting the operational management and control of the service, the Company shall be subject to a penalty of Euro 100.00 (one hundred/00) for each event encountered.
- Use of supervisory staff to replace the personnel dedicated to the performance of the fee activities, the Company shall be subject to a penalty of Euro 200.00 (two hundred/00) for each day of use.
- In the event of non-compliance of the organisational structure proposed for the performance of the services, with reference to personnel, with respect to what is set forth in the tender documents and/or what is proposed in the Technical Offer by the Company, the latter shall be subject to a penalty of Euro 200.00 (two hundred/00) for each non-compliance.
- For each shift in which an unreplaced employee is absent, the Company will be subject to a penalty of Euro 200.00 (two hundred/00).
- Delay in the delivery of the Annual Report described in Article 15. The Company will be subject to a penalty of Euro 200.00 (two hundred/00) for each day of delay.
- Failure to monitor waste production as described in Article 9.5. The Company will be subject to a penalty of Euro 200.00 (two hundred/00) for each day of delay.
- In the event of other breaches in the performance of the services with respect to the requirements of the Technical Specifications, the Company shall be subject to a penalty of Euro 100.00 (one hundred/00) for each breach.
- Any instances of delay in the execution of periodic services greater than 2 (two) days in respect to the scheduled date of execution owing to negligence on the part of the Contractor shall incur a penalty of 200.00 (two hundred/00) euro for each additional day of delay.
- In the case of non-conformity or incomplete execution of the periodic services, an amount equal to two hundred percent (200%) of the value of the service not performed or not to specification will be charged. The value of the services will be determined on the basis of the prices offered by the Contractor for each service operation.
- Failure to supply hygiene and sanitary material (cloth towels, hand wash soap, toilet paper, toilet seat covers, feminine sanitary bags, sanitizers, and deodorisers) shall result in a penalty of 100.00 (one hundred/00) euro for each case of non-compliance.

- For any instances of absence without notice of the permanent on-site supervisor with no immediate replacement within 2 hours, the Contractor will be liable to pay a penalty of 300.00 (three hundred/00) euro for each day not covered, except as provided in the Article II.13 of the Service Contract.
- For failure to comply with the regulations relating to the proper collection and disposal of differentiated waste a lump sum of 300.00 (three hundred/00) euro will be charged for each property in which non-compliance occurs.
- Not respecting the schedules listed in Article 11 of this tender without having changes authorised by the Client will result in the Contractor being subject to a penalty of 200.00 (two hundred /00) euro for each offence in each individual building.
- The use of equipment that is non-compliant with accident prevention regulations or in which their obsolescence is dangerous shall involve the application of a penalty of 500.00 (five hundred/00) euro for each piece of equipment not meeting the aforementioned requirements. The application of the penalty does not relieve the Contractor from civil or criminal liability towards third parties for the possible use of equipment that does not comply with the law.
- Non-compliance of the products used for cleaning and sanitizing environments, for interventions of disinfection and deratization in violation of the provisions of Article 13 of these specifications and/or from the declarations of the Company in their tender, shall involve the application of a penalty of 300.00 (three hundred/00) Euro for each product not in compliance with the above indicated obligations. The application of the penalty does not relieve the Contractor from civil or criminal liability towards third parties for any improper use of substances that do not comply with the law.
- The loss of keys and the non-fulfilment of the obligation for closure of the premises upon conclusion of service provision on the part of the workers of the Contractor will incur a charge of 100.00 (one hundred/00) euro per breach that is duly established.
- Each failure to deliver and update the list of staff will result in the Contractor being liable for a penalty of 150.00 (one hundred and fifty/00) euro for each failure.
- For each late or non-replacement of staff that does not perform well, the Contractor will be charged a penalty of 150.00 (one hundred and fifty/00) euro for each day of delay after the deadline of five days from the date of request.
- Lack of use of uniforms and display of identification badge by the workers of the Contractor shall result in the Contractor being liable for a penalty of 100.00 (one hundred/00) euro for each employee not in compliance.

Any application of penalties will be preceded by regular notification of breach of contract, in response to which the Contractor will have the right to present justifications within 5 (five) calendar days from receipt of notification of the claim sent by the Contracting Authority.

In case of absence or non-acceptance of counterarguments, the Contracting Authority will proceed with the application of the aforementioned penalties.

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 right of the Contracting Authority to claim compensation for any eventual damages which may be incurred.

Article 32. 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.

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 33. Contract management

For the *EUI*, the reference person(s) for the *contract* management are the following:

- the Director of the Real Estate and Facilities Service;
- Two reference persons appointed by the Director of the Real Estate and Facilities Service.

Article 34. 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 – Site inspection request;
- Annex II E – EUI holidays 2024;
- Annex II F – Planimetries of the EUI premises;
- Annex II G – Summary table of activities and frequency full service;
- Annex II H – Sample of check-in researcher apartment;
- Annex II I – Check-list quality assessment cleaning service;
- Annex II L – Waste monitoring form;
- Annex II M - Map of the deratization service;

- Annex II N – Summary table of activities and frequency reduced service.