



REAL ESTATE AND FACILITIES SERVICE

CFT/EUI/REFS/2013/003

Tender procurement for maintenance services and building works, civil engineering, infrastructure and mechanics concerning the construction, renovation and maintenance of buildings including civil, industrial and related infrastructure of the European University Institute and the Historical Archives of the European Union

■

YEAR 2013

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CHAPTER I

GENERAL CONTRACT INDICATIONS

1. Definitions

By "Contractor" it is intended the company that has been awarded the tendered contract, for which they are entrusted with the service (or services) referred to in this Special Contract Specifications (SCS).

By "Contracting Authority", "Institute" and "Client", it is intended the European University Institute (EUI), which entrusts the Contractor with the service covered by this Special Contract Specifications.

2. Object of tender

The Institute occupies many buildings of historical, artistic and landscape importance, some of which are state property equipped, at the same time, with technologically advanced systems. The management and maintenance of these structures, their adaptation to work and legislative demands that are increasingly more sophisticated and specific as well as having to balance the needs related to the daily activities of the Institute whilst respecting and strengthening their historical, artistic and landscape value, requires highly specialised knowledge and a constant presence to ensure continuous supervision, immediate action in case of necessity and the planning of works perfectly tailored to the specific characteristics.

The present SCS launches a procedure divided into two (2) lots for the conclusion of two (2) separate contracts:

- a multiple framework contract in cascade for the provision of preventive and incidental maintenance services - CFT/EUI/REFS/2013/003/LOTTO-A;
- a contract for multiple frameworks in cascade for the realisation of works, provision of services and/or the supply of manpower for specific interventions that may cover all areas involved in a building (construction, mechanics, electrics, carpentry, painting, etc) - CFT/EUI/REFS/2013/003/LOTTO-B.

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

- the maintaining of safety and security for buildings and infrastructure;
- the minimisation of resolution times for breakages and related emergencies;
- the lengthening of the useful life of the facilities.

The objectives of signing the contract for the building works and labour supply (Lot B), as well as to ensure the continuity of the activities are:

- increase the safety of the buildings;
- improve the effectiveness and efficiency of the work environment;
- adjusting of buildings according to current standards.

Participation in tendering process has been separated for the two lots and as such, specific requests must be submitted to participate complete with all necessary documents and specific technical offers and

financial offer for each lot ("Letter of Invitation" Lots A and B, [Article 6](#)). Lots may be awarded either collectively or individually.

3. Contract information

The objective of this procurement procedure is the conclusion of:

- one (1) "direct service contract" for LOT A
- one (1) "contract for multiple frameworks in cascade" concluded with more workers, on the provision that a sufficient number of competitors has exceeded the expected minimum quality threshold (Letter of Invitation Article 7.A). If the number of competitors that exceeds the minimum quality threshold is insufficient for the establishment of a multiple framework contract in cascade, the Institute reserves the right to proceed with the signing of a direct contract.

In case the bid is awarded, the contract will be based on the Draft Contract (Annex I - LOT A and B).

Any comments and/or requests for clarification must be submitted, accompanied by clear explanation and justification, within the deadline stated in the "Letter of Invitation" - Article 9. In case the Institute does not receive any request for clarification within this period, it will be considered as an implicit agreement on the content of the Draft Contract.

The contract will be completed by this SCS and its Annexes, the Letter of Invitation for the specific lot and the offer presented in the tender by the winning Contractor including all enclosed documentation.

The discipline for the specific contracts can be found in [Article I.4 – Means of payment and execution of contract, I.4.1](#) of the Draft Contract (Annex I-LOT A and B).

In the case of repeated non-compliance with the minimum service requirements, the Institute reserves the right to invoke the termination clause of the contract ([Articles 35 and 38](#)).

4. Duration of the contract

The tender covered by this contract, except as indicated in the following Articles 28, 35, 37 and 38, has a duration of 60 consecutive months with effect from 01/01/2014 to 31/12/2018, for both lots, as governed [Article I.4 - Payment and execution of the contract](#) of the Draft Contract Agreement (Annexes I - LOT A and B).

5. Presumed tender value

The amount of the base bid is set at:

- LOT A: € 2,000,000.00 (two million/00) excluding VAT, for the entire duration of the contract (five years).
- LOT B: € 1,000,000.00 (one million/00) excluding VAT, for the entire duration of the contract (five years).

The amounts listed here have been determined by the Contracting Authority on the basis of comparison between costs incurred for the same activities in the years 2010-2011-2012-2013 and the costs of labour and materials as reported in the [Price List for the carrying out of public works and maintenance of the Municipality of Milan 2013 and annexes](#): Volume 1.1 (Civil and Urbanisation Work Calculations), Volume 1.2

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(Electrical and Mechanical Infrastructure Work Calculations), Volume 2.1 (Unitary and Maintenance Costs for Civil and Small Urbanisations), Volume 2.2 (Unitary and Small Electrical and Mechanical Maintenance Costs), 2013 amendments and relative Technical Specifications.

The contractual amounts include all benefits under this Tender, by the Letter of Invitation, the offer presented by the Contractor in the tender if ameliorative, and any other charges directly and indirectly required for the proper completion of the contracted service.

Tenders will not be accepted above these amounts.

LOT B - The amounts shall not be considered binding on the Institute as calculated on the basis of presumed and unforeseen needs, having been identified based on statistics from previous years and therefore subject to change during the term of the contract. Whereby purchase orders are emitted with a total value equal to the planned budget before the natural expiration of the contract framework resulting from this procedure, the Institute will provide for the launch of a new tender.

6. Reduction and/or increase of service

LOTS A and B

The Contracting Authority expressly reserves the right to reduce/increase, even temporarily, the service object of the contract, excluding/adding one or more properties from those listed in Article 7 or portions thereof, or suspending/adding one or more tasks.

LOT A

In the case of acquisition of a new system and/or property or the expansion of one of the properties listed in Article 7, the monthly fee will be increased by an amount proportional to the area acquired on the basis of the formula provided in Article 10.1.

In the event of the elimination of a system and/or entire property, of a portion or in the case of non-use, the monthly fee will be reduced by the amount proportional to the eliminated surface on the basis of the formula provided in Article 10.2.

Buildings occupied by the Institute are owned by both private and public entities. For this reason, during the period of contract validity resulting from this procurement procedure, there may be overlapping contracts for the maintenance of specific areas and/or arrangements entered into by the owners with respect to third party enterprises. In these circumstances, the object of the maintenance service contracted by the Institute to the Contractor shall be decreased to the exclusion of that subcontracted to third parties. Upon expiration of these contracts, and in case there is no renewal, replacement and/or launch of new procedures on the part of the owners, the Institute reserves the right to include the areas and/or systems previously eliminated/excluded from the object of maintenance service contracted with the present tender procedure by Institute to the Contractor, which will be integrated into the work tasks of the latter.

By way of example is the case of maintaining the green areas annexed to the buildings owned by the Superintendence of Department of Public Works for Tuscany and Umbria, whose maintenance has been contracted with a specific tender until March 2014. If upon expiration of this contract, the superintendence does not launch a new procedure, the maintenance of these areas could be integrated into the maintenance services contracted by the Institute to the Contractor with this tender procedure.

LOT B - Jobs are assigned from time to time with specific purchase order forms to identify precisely the area in which service is requested and its type.

The services covered by this procedure must be performed in the locations of university residences and offices of the European University Institute and the Historical Archives of the European Union, whose current list is shown below.

7. Locations of service provision

The Contractor must undertake to guarantee the services procured even in the future and for any locations that may be instituted during the term of the contract.

Institutional locations

- **Badia Fiesole**, Via dei Roccettini, 9-50014 San Domenico di Fiesole (FI)
- **Villa Sanfelice**, Via dei Roccettini, 5-50014 San Domenico di Fiesole (FI)
- **Villa Paola**, Via dei Roccettini, 5-50014 San Domenico di Fiesole (FI)
- **Villa Pagliaiuola**, Via delle Palazzine, 17/19 to 50014 San Domenico di Fiesole (FI)
- **Villa Malafrasca**, Via Boccaccio, 151-50133 Firenze (FI)
- **Convent of San Domenico**, Via delle Fontanelle, 19-50014 San Domenico di Fiesole (FI)
- **Complex Villa la Fonte**, Via delle Fontanelle, 10-50014 San Domenico di Fiesole (FI)
- **Complex Villa Schifanoia - Farmhouse - Cottage - Chapel**, Via Boccaccio 115/121 to 50133 Firenze (FI)
- **Villa Raimondi**, Via Boccaccio, 111-50133 Firenze (FI)
- **Villa San Paolo**, Via della Piazzuola, 43 - 50133 Firenze (FI)
- **Villa San Paolino**, Via della Piazzuola, 47 - 50133 Firenze (FI)
- **Villa il Poggiolo**, Piazza Edison, 11 - 50133 Firenze (FI)
- **Complex Villa Salviati Channel (EUI) - Tomb** (Historical Archives of the European Union), Via Bolognese, 156-50133 Firenze (FI)

University Residences

- **PDM Apartments**, Via Faenza, 94 / b - 50014 Pian del Mugnone (FI)
- **PAB Apartments**, Via Faenza, 384 / A - 50133 Firenze (FI)

La Badia Fiesolana, the complex of Villa Schifanoia and Villa Salviati buildings are owned by the Italian State, made available to the European University Institute free of charge under the Convention L. 920/72 and the Headquarters Agreements of 1976, Presidential Decree 990/78 of 1985 and Law 505 of 27/10/1988. They are structures of historical and/or artistic importance and therefore subject to the discipline of Law 1089/1939, and subsequent amendments, and exempt from tax under Law 28702/1983 n. 53.

Villa il Poggiolo and the PDM Apartments are the property of the Italian State, made available to the European University Institute free of charge under the Convention L. 920/72 and the Headquarters Agreements of 1976, Presidential Decree 990/78 of 1985 and Law 505 of 27/10/1988.

The PAB Apartments are owned by the European University Institute.

All other facilities are owned by third parties, rented, in custody, on loan, in holding, in use or for storage or any other means of the European University Institute for the conduct of its business.

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Annex H provides the floor plans of the buildings. Table I lists the extensions in square metres, separated for each building in internal and external areas.

| Table I | | |
|---------------------------|--|--|
| Building | Net internal area (m²) | External net area (m²) |
| Badia Fiesolana | 8506.46 | (49388.15) |
| Villa San Felice | 412.20 | 3655.50 |
| Villa Raimondi | 549.90 | 2778.55 |
| Cappella Schifanoia | 207.50 | (0) |
| Limonaia Schifanoia | 75.52 | (0) |
| Villa Schifanoia | 2186.20 | (20243.35) |
| Casale Schifanoia | 520.50 | (0) |
| Villino Schifanoia | 529.00 | (0) |
| Villa Il Poggiolo | 1797.68 | (12643.47) |
| Tipografia | 199.80 | (0) |
| Villa San Paolo | 1483.63 | 3738.54 |
| Villa San Paolino | 158.50 | 0 |
| Villa Malafrasca | 576.46 | 687.42 |
| Palestra | 71.48 | 922.00 |
| Villa La Pagliaiuola | 697.57 | 2048.50 |
| Limonaia Villa la Fonte | 328.10 | (0) |
| Depandance Villa la Fonte | 105.01 | (0) |
| Villa la Fonte | 1942.04 | (2604.90) |
| Convento San Domenico | 1298.83 | 641.20 |
| Villa Salviati HAUE | 1794.80 | (0) |
| Villa Salviati Manica | 1697.31 | (11593.15) |
| PAB Appartaments | 3854.99 | (11201.44) |
| PdM Appartaments | 673.65 | (1889.01) |
| Villa Paola | 512.10 | 1603.12 |
| Total | 30179.23 | 12 5638. 30 |

NB: the above extensions indicated (...) pertain to the outer areas excluded from this contract due to being under contract for maintenance underwritten by a third party.

CHAPTER II

SPECIFIC SERVICE CHARACTERISTICS

LOT A - preventive and incidental maintenance services

8. Modality of service execution

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The maintenance activities, both preventive and incidental, should be carried out according to the needs of the buildings and infrastructure of the Institute, as per Annex H. The service must be done by the Contractor independently, providing at its own expense for supply and care of all equipment, spare parts, consumables and other (fuel for testing generator systems, glycol, etc.), machinery, tools, labour and everything necessary for the execution of activities in a workmanlike manner.

The Contractor shall provide for the care and maintenance for all locations of the Institute, the related facilities and structures present (limited to: mechanical, electrical, elevator, special, safety, passive parts of the data transmission system, etc.).

During the carrying out of service, the Contractor is required to take all necessary precautions for the requirements of safety and security of the property of the Contracting Authority, providing, in the case of damage caused by its personnel, to inform the representatives of the Institute and to execute the prompt repair of damaged items or, if this is impossible, provide for their compensation.

The Contractor is in charge of activities of cleaning, washing, waste removal and/or painting whereby related to the maintenance, both preventive and incidental.

Throughout the course of the contract, the Contracting Authority reserves the right to make changes to the working hours. These changes do not give rise to the recognition of higher compensation or reimbursement of any kind.

If the Contractor fails to perform the services according to schedules and means provided, even partially, the Client, upon notice, may order another company to undertake the partial or total service not carried out, charging the Contractor itself for any related costs and damages resulting from failure to complete the service.

8.1 - Preventive Maintenance

Preventive maintenance is an action policy that aims to anticipate the occurrence of episodes of malfunction of structures, machinery and equipment. This consists in their constant and careful supervision together with the execution of maintenance, replacement and/or repair work needed for their normal and efficient daily operation.

Such activities should be planned and outlined in a specific manual ("Preventive Maintenance Manual"), prepared and updated by the Contractor, containing a timetable and a detailed description of phases and activities. All work must be carried out as regularly as possible while minimising the disturbance to the activities of the Institute. Any work that cannot be reconciled with the normal activities of the Institute shall be planned and carried out in nonworking time.

The Contractor is responsible for all maintenance, testing and/or periodic inspections required by law for specific infrastructure and/or equipment and/or facilities and all actions necessary to ensure that they meet the requirements of existing laws and regulations (e.g. ground testing, fire extinguishers, elevators, extinguishing systems...).

Repairs must be performed using new materials, branded and with technical specifications equal to those damaged. A brief and non-exhaustive description of machinery and equipment present in the Institute is contained in the Annex H of this SCS.

It has been estimated that to effectuate proper preventive maintenance of equipment and facilities best described above would require four (4) persons constantly present at the premises of the Institute and later referred to as "permanent workers" (electrical maintenance, mechanical maintenance, generic maintenance, gardener).

The undertaking Contractor shall be entrusted with the operation of metre readings displayed on counters for all utilities installed on the premises of the Institute and the keeping of electronic records on which they

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are reported, taking care to update them in the first three (3) days of each month and produce statistics and performance indicators.

The Contractor must provide for the removal of snow from car accesses and walking paths, spreading salt to create a passage width equal to the transit of pedestrians and vehicles, taking care to prevent the formation of icy layers.

It is of responsibility of the maintenance staff to provide constant monitoring of the correct operation of the generators supplied to the Institute, providing for the execution of routine tests and monitoring of the level of fuel, with top-ups according to the needs arising from the tests carried out. The consumption of diesel fuel resulting from any operation remains the responsibility of the Institute.

The responsibilities of Contractor shall be the care, custody and maintenance of internal plants, parks, gardens and green areas, also providing the removal of waste products from these activities (Annex H).

An additional task of the Contractor includes the cleaning of the technical and central areas, to be performed at least every six months.

8.2 - Incidental maintenance

If any faults and/or defects are discovered during the inspection phase or via user reportage, specialised services must be commenced in order to restore the proper functioning of the installations and the normal use of the facilities.

For any repairs, it is requested to use new materials, branded and with technical specifications equal to those damaged.

Incidental maintenance operations for problems encountered at the state-owned buildings, on the basis of international agreements signed by the Institute and the Italian government, are the responsibility of the Superintendent of Department of Public Works for Tuscany and Umbria. To allow the continuity of the activities of the Contracting Authority, it may be necessary to apply timely procedures and temporary structures, equipment and/or machinery while waiting for the resolving of administrative matters of the above, respecting the timing of action provided for in Schedule II to the point 8.2.a (or as offered, whereby ameliorative, see [Article 23](#)).

A similar situation occurs for the management of incidental maintenance operations for problems encountered in the buildings owned by third parties. The owners are responsible for the restoration of effective and efficient operation of infrastructure and machinery and the safe and smooth usability of the structures. Even for these structures, in case of failures and/or malfunctions, it may be necessary that the Contractor intervene to ensure timely procedures and temporary structures, systems and/or equipment in order to prevent the interruption and/or alteration of the normal activities of the Institute, with the final resolution of the problem being the sole responsibility and competence of the owner.

The Contractor must also ensure the timely intervention of maintenance in case of emergency events (e.g., flooding, water leaks, fire, etc.).

The staff responsible for incidental labour for such interventions must be available 24 hours a day, 7 days per week, including holidays.

8.2.A - CLASSIFICATION OF INCIDENTAL AND TIMELY MAINTENANCE

The magnitude of impact of any failure and/or malfunction may differ according to the time in which it manifests itself, which is why an initial classification has important distinction according to the timeframe, with distinction between events occurring during working hours and those occurring outside of business hours.

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Working hours covers the time period from 8:00 am to 5:00 pm each weekday; any episode happening on Saturday or Sunday, on bank holidays and from Monday to Friday from 5:00 pm to 8:00 am, falls in the range out of working hours. For example, Annex L to this SCS is reported on the official calendar of festivities of the Institute for the year 2014.

Although the working time is 8:00 am to 5:00 pm, actions which may create interference with daily activities of the Institute cannot be carried out before 7:00 pm.

Any failure and/or malfunction occurring during working hours, given the high probability of interference with the activities of the Institute, must be considered of "high impact", regardless of the actual impact arising therefrom, and treated accordingly. Events that occur outside of working hours should be analysed individually to assess the extent of the impact generated on the working environment and determine the priorities for action. According to the different extent of impact, the events are classified as follows:

- **Class 1** - WORKING HOURS: all the events that occur in the time slot 8:00 am -7:00 pm, whatever their impact.
- **Class 2** - OUTSIDE WORKING HOURS - high impact events: failure and/or malfunctions affecting the network infrastructure and/or more than fifty (50) members.
- **Class 3** - OUTSIDE WORKING HOURS - medium impact events: failure and/or malfunction that affects less than fifty (50) members.
- **Class 4** - OUTSIDE WORK HOURS - low-impact event: failure and/or malfunction of a size that does not cause interruption of business even if not repaired immediately.

Interventions must be managed in order to restore the functioning of the systems and prevent disruptions to the Institute, which in this context become strategic intervention times.

Four main principle times for action have been identified, each of which indicates the maximum waiting period accepted by Institute, calculated from the time when the workers receive a first indication of failure:

- **Time to intervention (T1):** maximum time that elapses between the signalling and the arrival of the technician at the event, expressed in minutes;
- **Time for the safety control and minimisation of the negative impact of the fault (T2):** maximum time that elapses between the reporting and the safety control and the minimisation of the negative impact of the breakdown, expressed in minutes;
- **Time for temporary repair (T3):** maximum time that elapses between the signalling and the temporary repair (which can also be done by additional equipment and/or replacements provided by the Contractor), expressed in hours and/or days.
- **Time to definitive repair (T4):** maximum time that elapses between the signalling and final repair, effectuated with new and original parts, understood as the optimal restoration of original features of the infrastructure and/or machinery, subject to normal efficiency reduction due to the operation of the system in good maintenance conditions, expressed in days.

| DESCRIPTION | CLASS 1 BUSINESS HOURS | CLASS 2 OUT OF HOURS | CLASS 3 OUT OF HOURS | CLASS 4 * OUT OF HOURS |
|-------------|------------------------------|-------------------------|-------------------------|---|
| T1 | 30 minutes | 30 minutes | 30 minutes | 30 minutes starting from 8:00 am the next business day. |
| T2 | 120 minutes | 240 minutes | 300 minutes | 120 minutes |
| T3 | 4 hours | 4 hours | 8 hours | 1 days |
| T4 | 15 days | 15 days | 15 days | 15 days |

* The events of class 4 have a low impact, for this reason action can be carried out during

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working hours without any delays determining disturbances to the daily activity of the Institute; **T1** and **T2** timings are applied for Class 1 - working hour requirements.

In the event that the times **T1** and/or **T2** of the variety "outside of office hours" overlap with those of "working hours", the deadlines to be observed are equal to the lower value resulting from the comparison between the requirements for "working time" and the result of the following formula:

| |
|---|
| Value "outside of office hours" - (8:00 - time reporting) |
|---|

Example: at 7:30 am an occurrence report is received classified as "Class 3 - medium impact", whilst at 8:00 am the "working hours" time commences. As reported in Table II, for "Class 3 - medium impact" interventions should be within 30 minutes of notification and proceed to being secured within 300 minutes, i.e. 5 hours. In our example, the time for the last safety measures would therefore be 12:30 pm on a standard working day. **T2** must be recalculated to minimise interference with daily activities of the Institute. From Table II it is clear that in the case of events occurring during working hours, **T2** is equal to 120 minutes, i.e. 2 hours. Applying the formula above recalculates **T2** to being of "Class 3 - medium impact": $5 - (8-2) = 11$. According to the formula, safety must be reinstated within one (1) hour of notification. From the comparison between this result and the **T2** expected for the events of "Class 1 - business hours" we have that $1 < 2$, then apply the timing defined by the application of the above formula and the time in which to have made safe the problem is 8:30 am.

In case of the opposite scenario occurring, i.e. the times **T1** and/or **T2** for the resolution of events related to the "Class 1 - business hours" occur in nonworking time (i.e., the deadline is the following 5:00 pm), the rules concerning the class of impact reference apply.

Example: at 4:45 pm a message is received, according to Table II this must be actioned within 30 minutes of reporting with reinstatement of security within 2 hours, i.e. until 6:45 pm. Since this is outside of working hours, the rules of resolution provided for the events that occur "outside of office hours" will apply. The first step consists in evaluating the extent of the impact of the specific event in such a way as to know the reference class. By way of hypothesis, we say it is an event of "Class 3 - medium impact", in which case the safety must be reinstated within 300 minutes from the reporting, that is, by 9:45 pm.

The Contractor may decide to offer a timely intervention more favourable than those presented in Table II. Every improvement of the proposed service will be carefully evaluated by the Institute. In the case of award of the tender, the improvements offered become binding for the Contractor.

8.3 - Keeping track of preventative and incidental maintenance tasks effectuated

The Contractor must provide at their own expense a management system that allows:

- verification of the action plan;
- verification of preventive and incidental maintenance carried out;
- consultation of reports and findings resulting from maintenance, testing and/or inspection;
- monitoring the performance of the reliability indices of the infrastructure;
- intervention statistics by type.

The Contractor must also provide evidence of the proper functioning of infrastructure and equipment as it sees fit.

The management system must allow access and consultation to the representatives and management of the Contracting Authority from their workstations.

9. Bidding methods for preventive maintenance and incidental

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The amount that the Institute will recognise for preventive and incidental maintenance activities will be determined as follows:

$$\text{Maintenance value amount for five years (Article 5) x discount rate offered by firm} \\ = \text{amount due to the Contractor}$$

In proposing the discount percentage, the Contractor should be aware that the amount due must cover all preventive and incidental maintenance, in any situation and working environment.

The Institute will issue an annual order for the coverage of all required preventive and incidental maintenance. The annual amount will be determined in proportion to that overall.

10. Addition and/or elimination of buildings, systems and/or components to the preventive and incidental maintenance

During the period of contract validity, there may be the need to add to or reduce the object of maintenance tasks for reasons of acquisition and/or disposal of buildings, or portions thereof, facilities and/or systems. It will therefore be necessary to recalculate the resulting variations in the amount of maintenance.

The Contractor is asked to indicate three (3) parameters for the calculus of variations: **C1**, **C2** and **K**.

The parameters **C1** and **C2** indicate the cost of maintenance expressed per square meter (m²). These must be applied to the calculus of variations in the case of acquisition and/or elimination of buildings and/or portions thereof, including also all infrastructure and/or systems with which they are equipped. The parameter **C1** is applied to the calculus of variations for the maintenance of internal areas (offices, public spaces, equipment rooms, etc.), whilst the parameter **C2** is to define changes to maintenance for outdoor areas (yards, car parks, lodges, gardens, sports facilities, etc.).

The third factor, **K**, concerns cases of acquisition and/or elimination of individual infrastructures and/or systems already covered by the contract. It should be applied to the value shown in the purchase invoice, net of VAT, other taxes or installation costs.

For specific cases where invoicing does distinguish between purchase price and labour costs, or whereby they are infrastructure and/or systems for which it would not be possible to determine the original purchase cost, the value can be deduced:

by using the Volume 2.1 (Unitary Costs and Small Civil and Urbanisation Maintenance) and Volume 2.2 (Unitary Costs and Small Electrical and Mechanical Infrastructure Maintenance) of the [Price List for the carrying out of public works and maintenance of the Municipality of Milan 2013 and annexes](#) (for offers where the price is defined using the Price List of Milan);

referring to the NBA tables - National Builders Association (for cases where it is not possible to apply other criteria).

10.1 - Adding properties, systems and/or components for preventive and incidental maintenance

In the case of new buildings (or portions thereof), systems and/or components, the value of the variation in preventive maintenance and incidental coefficients will be determined by multiplying the specific coefficient offered by the Contractor (see Economic Offer, Annex F - Lots A and B) to the value of the asset to be maintained by applying the following formula:

10.1.A - ACQUISITION OF PROPERTY AND/OR PORTIONS THEREOF

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$$(\text{internal area m}^2 \times C1) + (\text{external area m}^2 \times C2) = \text{variation in the annual increment of maintenance}$$

10.1.B - ACQUISITION OF NEW SYSTEMS AND/OR FACILITIES

$$\text{purchase value} \times K = \text{annual change in increased maintenance}$$

10.2 - Elimination of property, systems and/or components to preventive and incidental maintenance

Any restriction of the maintenance service for certain properties, parts of buildings, systems and/or components, will lead to the subtraction of the value of maintenance for the individual asset, adjusted for any economic revaluation index (ISTAT), for the total annual preventive and incidental maintenance.

10.2.A - ELIMINATION OF PROPERTY AND/OR PORTIONS THEREOF

$$(\text{internal area m}^2 \times C1) + (\text{external area m}^2 \times C2) = \text{annual change in decreased maintenance}$$

10.2.B – REDUCTION OF SYSTEMS AND/OR FACILITIES

$$(\text{cost} \times K) \times (1 + \text{economic revaluation \%}) = \text{change in annual decrease in maintenance}$$

11. Products utilised

For preventive and incidental maintenance activities new, suitable products must be used and disposed of according to existing regulations and manufacturer specifications. For all products and materials that the Contractor intends to use in carrying out the service, technical and safety specifications must be provided in the application, attached to the technical offer.

Any products not included in the list submitted must first be authorised by the Institute. In addition, no products may be used without the necessary instructions and indications. In this regard, all materials/products stored in bags, bottles and/or cans on the premises of the Institute must include INDIVIDUALLY all information required for recognition of the product itself.

Storage of goods is allowed only for the amount reasonably necessary to ensure the continuity of service provision.

The Contractor is responsible for the safekeeping of the products used, therefore, the Contracting Authority shall not be liable in case of theft.

Products with chlorofluorocarbon spray propellants (CFCs) are prohibited.

The Institute reserves the right to take samples of chemicals and ready-made solutions to verify the characteristics and the exact percentage of dosages. If any documented abnormality is noticed, the Contractor is obliged to replace the product and/or modify the dose. Laboratory costs incurred in the analyses will be at the expense of the Contractor.

The Contracting Authority may prohibit the use of materials, pesticides, solvents and anything else that could, in their opinion, be considered unsuitable. If during the contract, for any reason the Institute requires the replacement of one or more products, the Contractor is committed to action the timely replacement of the product and to present any new data sheets, at no additional charge for the Institute.

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Any eventual improvements in the quality and eco-sustainability of products used will be evaluated as part of the technical proposal submitted by Contractor.

12. Permanent presiding workers

The Contractor must provide for the presence of four (4) permanent workers based at the headquarters which will be designated by the Institute.

The service hours are from 8.00 am to 1:00 pm and from 2:00 pm to 5:00 pm, 8 hours per day for five (5) days a week, for every working day of the EUI calendar, even on dates that differ from the Italian calendar (e.g. calendar holidays 2014 - see Annex L). The Institute reserves the right to change the working hours in case of necessity, without this translating into higher costs.

The presiding staff team is at the sole disposal of the Institute for any preventive and incidental maintenance activities as well as for emergency intervention in any area of the Institute property.

The permanent workers are responsible for the management and resolution of reported problems received via internet from the Institute through the electronic ticket system in use (see Article 13).

In order to be acquainted with the structures and systems, which the Contractor will be responsible for maintaining, the Institute will organise a specific overlap period of fifteen (15) working days prior to the start of the contract.

As the performance of maintenance activities will need to be updated on PC workstations with internet access and basic programs (Outlook, Word, Excel), the presiding staff should be able to use such equipment.

It is necessary that the employees of the permanent staff have valid driver's licenses for the Italian territory and have appropriate vehicles available to be able to travel autonomously at any time, independently of each other, to all Institute locations.

The staff shall be available and contactable by telephone at any time, as such the Contractor must provide at its own expense the necessary communication tools.

The availability of at least one person (in turn) must be guaranteed even outside standard working hours. When deployed for calls outside of general working hours, the employees are required to use the timestamp posted at the entrance of each building or any alternative systems defined by the Institute.

The total annual number of hours for permanent employees shall not be less, at risk of exclusion, than 7,800 (seven thousand eight hundred) hours overall.

The persons designated by the Contractor must behave professionally, have good professional skills, a positive attitude towards interpersonal relationships with peers and with users, plus the ability to understand and carry out the provisions of the work given by the staff representative of the Institute for the contract. They are obliged to secrecy for any facts and/or circumstance of which they become aware during the carrying out of activities.

It is forbidden to disclose to persons other than the staff themselves and the contact persons of the Institute (Articles 47-48 of this SCS) information concerning the activities carried out, problems encountered and possible resolutions. In case of leakage of information or direct communication with users, the Institute reserves the right to impose specific penalty (Article 28).

During the performance of assigned duties and whilst ever inside the premises of the Institute, the employees shall refrain from smoking and will also restrict the use of mobile phones exclusively to business needs.

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The staff shall report for duty in a work uniform that is decent and suitable for their job, fitted with the necessary personal protective equipment (PPE). It is mandatory to carry a company identity card bearing a photograph and name.

The Contractor must ensure the replacement of employees during periods of programmed absence (vacations, leave, etc.) and in cases of illness or unforeseen absences.

The Institute reserves the right to request immediate replacement for obvious unsuitability, any grievances and/or improper behaviour. The replacement must take place no later than five (5) days after the receipt of a formal request.

12.a Minimum requirements for permanent staff team

The Contractor must provide an attendant for each type of profession required for the formation of the permanent maintenance staff, as shown in detail below.

- One (1) electrical maintenance officer: the worker must be employed as a "skilled worker" and have at least five (5) years of previous relevant experience, must have type B driving license, certificate of basic knowledge of PC for using the "Microsoft Office" package, certificates of participation to the course **basic "Fire Safety"** of DM 10/03/1998 Ministry of Interior and a **"First Aid" level B** course with code DM 388/2003 from the Ministry of Health.
- One (1) maintenance mechanic: the worker must be employed as a "skilled worker" and have at least five (5) years of previous relevant experience, must have type B driving license, certificate of basic knowledge of PC for using the "Microsoft Office" package, certificates of participation to the course **basic "Fire Safety"** of DM 10/03/1998 Ministry of Interior and a **"First Aid" level B** course with code DM 388/2003 from the Ministry of Health.
- One (1) generic maintenance worker: the worker must be employed as a "skilled worker" and have at least five (5) years of previous relevant experience, must have knowledge of carpentry, must possess a type B driving license, certificate of basic knowledge of PC for using the "Microsoft Office" package, certificates of participation to the course **basic "Fire Safety"** of DM 10/03/1998 Ministry of Interior and a **"First Aid" level B** course with code DM 388/2003 from the Ministry of Health
- One (1) gardener: the worker must be employed as a "skilled worker" and have at least two (2) years of experience in care and maintenance of parks, gardens and the like, must have type B driving license, certificate of basic knowledge of PC for using the "Microsoft Office" package, certificates of participation to the course **basic "Fire Safety"** of DM 10/03/1998 Ministry of Interior and a **"First Aid" level B** course with code DM 388/2003 from the Ministry of Health.

13. Management of faults and reporting of problems in buildings and areas subject to service

The Institute has in place an electronic helpdesk system that allows users to give immediate notice by issuing an electronic ticket whenever they become aware of any problems that alter the effective and efficient operation of infrastructure and machinery and the safe and smooth usability of the structures.

Responsibility for the management and resolution of reports originated so is entrusted to the permanent workers of the staff made available by the Contractor. They must process every single message, from the moment of receipt until the resolution of the problems highlighted. These same persons are also responsible for communication with the representatives of the Institute on all progress and resolution of the specific problems. It is not to be excluded that throughout the period of validity of the contract they may also be eventually assigned the task of communication with users.

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A periodic compilation of reports is required to provide information about the number and type of interventions requested and conducted, the timing of the actions undertaken, the results obtained and any comments for better functioning in the future.

The Contractor shall present its own reporting plan with the tender bid.

14. Access and Key Management

The Contractor shall receive magnetic cards, keys (upon specific request) and passes to access each structure of the Institute, necessary for the carrying out of the contracted service.

The Contractor is therefore responsible towards the Institute for the behaviour of its employees and must educate them to always guaranteed the security of the premises.

Additionally, the Contractor undertakes to keep a record of keys, magnetic cards, passes and all other items received and of any additional items provided, keeping track of names and personal data of employees receiving these items. Any subsequent distribution and any changes must be requested in advance and approved by the Institute.

15. Continuity of service

The Contractor is obligated to perform the service referred to in this contract without interruption.

Therefore, under no circumstances may there be a suspension or discontinuity of service, at risk of penalties provided for in [Article 28](#), except in instances of major damage in which event the Contracting Authority must arrange services directly.

Where, throughout the course of the contract, there are any strikes or force majeure that prevent the completion of service, the Contracting Authority may deduct amounts from the relevant invoices corresponding to services not carried out.

In relation to obstacles of various kinds that may affect the normal running of services, the Contracting Authority and the successful bidder agree to mutual docks, immediate and, if possible, early communication to jointly find solutions to problems that may arise

LOT B – Construction works, civil engineering, infrastructure and mechanics concerning building, restoration and maintenance of civil, industrial and attached structures.

16. Modes of execution of service

The works and the performance of labour covered under LOT B of this tender procedure may cover all sectors involved in the building (construction, mechanical, electrical, carpentry, painting, etc.).

For the definition of the manner and quality of service required, please refer to the [Price List for the carrying out of public works and maintenance of the Municipality of Milan 2013 and annexes](#): Volume 1.1 (Civil and Urbanisation Work Calculations), Volume 1.2 (Electrical and Mechanical Infrastructure Work Calculations), Volume 2.1 (Unitary and Maintenance Costs for Civil and Small Urbanisations), Volume 2.2 (Unitary and Small Electrical and Mechanical Maintenance Costs), 2013 amendments and relative Technical Specifications.

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The contracted firm must comply with the regulations in force concerning workplace safety and accident prevention and must also comply with the contractual requirements, the written directions of the Institute and its procedures in place.

All work must be carried out according to the best rules of trade, taking care to organise the work in order to minimise as much as possible any interference with the normal activities of the Institute. Where it is not possible to reconcile them with daily office work (due to noise, dust, handling of materials, etc.), activities must be planned outside normal business hours, i.e. from 5:00 pm to 8:00 am Monday to Friday or throughout the day on Saturdays, Sundays and/or holidays (public holidays of the 2013 EUI calendar in Attachment L) without the Institute incurring any liability and/or increase of costs. In the event that any incompatibility with office activities emerges with work already initiated, the Institute reserves the right to request the immediate termination and rescheduling to the most appropriate time slot, at no additional cost.

Where the results prove inconsistent with the provisions required by Institute in terms of quality, quantity and/or manner of execution, works shall not be paid. In addition, the Contractor must demolish and rebuild again at their own risk and expense for any tasks that the Institute recognises as having been carried out without due care and/or with materials differing from those required by the norms in place in terms of quality, technical characteristics and/or measurement. The Institute reserves the right to seek compensation for any damages suffered.

During the execution of works, the Contractor will be responsible for obtaining samples of all materials used and keeping the relevant documentation and certification to allow, during the testing phase, the verification of the nature and extent of works performed.

In the event of justified doubts about the proper execution of the works, the Institute may require, at the expense of the Contractor, investigations necessary for the verification as well as subsequent reconstructions.

The Contractor cannot not independently undertake any changes in the work they are responsible for. Rather, any alterations must be requested in advance in writing and formally approved by Institute.

The Contractor is not authorised to carry out on site, for any reason, on their own account and/or via third parties, any works other than those covered by this procedure, unless the Institute has given explicit and formal prior authorisation.

17. Award of a service

To order a specific task be undertaken, the Institute shall send to the undertaking Contractor an activity request form in which the required task shall be described in detail, with clear indications of conditions, characteristics and timing.

The Contractor will respond with a specific offer sent electronically no later than ten (10) working days thereafter. This time is called "Preparation time" (**PT**). In the offering the Contractor should enter:

- a description of the extent of the work;
- a breakdown of costs and the total amount;
- the "Start time" (**TI**) expressed in working days: **TI** indicates the days intervening between the signing of the purchase order from the Institute and the actual start of work, the Contractor will need to indicate the shortest **TI** for the performance they can assure, keeping in mind that it may never

exceed the timeframe offered by Contractor during the tender process (maximum **TI** applicable for any type of work required, see Article 6.B.I of the Letter of Invitation);

- the "Time of work completion" (**TF**) expressed in working days: **TF** indicates the intervening days from the signing of the purchase order from the Institute for the acceptance of works and is specific to each project request, becoming binding upon signing of the specific order;
- the "Programme of labour" (**PL**) for amounts greater than €60,000.00 or a description of the steps for amounts below €60,000.00;
- a "Plan of Operational Safety " (**POS**) when necessary.

The offer is assessed by the Institute, and if accepted, shall proceed to issue in sending via electronic copy the specific order to Contractor.

The Contractor will need to send two (2) copies of the order form with the original signed no later than five (5) working days from its receipt, anticipating this in electronic format. The term of five (5) days is called "time of acceptance" (**TA**) and is the maximum waiting time permitted by Institute to receive the countersigned order form.

The Institute, once having completed its internal procedures, will send one of the two copies of the order to Contractor countersigned, anticipating it in electronic format.

Activities must start no later than the date indicated in the order form.

In case the Contractor requires any reasonable clarification in the evaluation of the activity request and/or acceptance of the order, the measurement of **PT**, **TI** and **TA** will be suspended until the Institute has responded accordingly.

17.1 - Programme of labour (PL)

The **PL** describes in detail the planned phases and programmed timeframes. It is subject to the prior approval of the Institute.

The Contractor is obliged to full compliance with the requirements prescribed in the contract, the purchase order and the approved **PL**. To ensure compliance with the time limits and the conduct of activities in full autonomy, the Contractor must have all necessary equipment and a team of professionals congruent to the specific task.

In the event of delays due to third party companies, the **PL** must undergo necessary changes and the Contractor will be responsible for implementing any measures required to meet the changed requirements, including increasing human resources, without this leading to extra charges and/or additional costs for the Institute.

Onsite interferences that may originate from concomitant activities of Institute employees and/or third-party companies operating there may not be invoked as a justification for interruption, suspension and/or slowdown of work, owing to their inclusion in the natural environment of the site. They also do not allow the Contractor to request additional charges.

At the end of each assignment, as required by current European legislation concerning guarantee of products and work (DPR 207/2010), the Contractor must complete a specific "Final Report" which, countersigned by Institute, documents the suitability of the completed work.

The "Final Report" must be delivered to the Institute service representative for validation. This validation is preparatory for sending the invoice and the subsequent payment authorisation.

17.2 - Plan of Operational Safety (POS)

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As required by Italian law (Article 39 of Presidential Decree 207/2010) for each site, a "Plan of Operational Safety" (**POS**) must be drawn up in which is contained a worksite diagram with clearly indicated external enclosures.

The drafting of the **POS** is the sole responsibility of Contractor, whilst the diagram is subject to approval by the Institute before being final.

18. Traceability of works

The Contractor must keep a "Work Journal " in which is stated:

the conditions of each assignment as prescribed by the specific work order;

records relating to the carrying out of daily activities;

a detailed description of events and/or conditions that may affect the proper execution of activities.

The Institute has the right to view this journal and ask for it to be modified either during the entire execution of the work or thereafter.

19. Stability of service

The Contractor is obligated to perform the service without any suspension and/or interruption not previously authorised by the Contracting Authority, at the risk of penalties provided for in Article 28.

Where, in the course of the contract, any strikes or force majeure may prevent the completion of service, the Contracting Authority may deduct from the relevant invoices amounts corresponding to services not carried out.

In relation to obstacles of various kinds that may affect the normal completion of service, the Contracting Authority and the successful Contractor agree to mutual exchanges of immediate and (if possible) early communication to jointly find solutions to problems that may arise.

Lot A and Lot B - General and common characteristics common

20. Machinery and equipment

LOTS A and B

During the carrying out of the work, the Contractor must operate only certified machinery and equipment and comply with the safety regulations in force.

All tools, machines and equipment used must be of good quality, suitable for the specific purposes of use, technically efficient and kept in perfect working condition, as well as being equipped with accessories that protect and safeguard the operator and others from injury.

It is permitted to store machinery and products utilised, which are reasonably necessary to ensure the continuity of service provision.

The Contractor is responsible for the safekeeping of such machines and equipment, with the Contracting Authority not being responsible for any case of theft.

LOT A: After use, all materials must be stored clean and in order within the premises leased by the Contracting Authority. All equipment and machinery used in the provision of the services are required to have labelling on which is indicated the name of the Contractor.

21. Provisions regarding personnel

LOTS A and B

The Contractor must provide a team of workers for service, with characteristics compliant with the demands of the Institute in terms of professionalism, numbers, experience, training and expertise, in order to allow the correct execution of services in full compliance with the terms of this SCS, the Invitation Letter and the attached documents.

The personnel assigned to the service must be aware of the arrangements for completion of the same and be aware of the environment in which they are called upon to ensure that activities under this contract are performed in a workmanlike manner.

The work team should be made up of people of proven ability, honesty and morality who are able to maintain a decorous and irreproachable demeanour, maintain confidentiality, be fair and willing to collaborate with both the staff of the Contracting Authority and with external users who access to the premises. All staff are required to maintain the confidentiality of any facts and circumstances of which they become aware in the course of their duties.

It is forbidden to disclose to persons other than the staff, contact persons and head of the Institute (Articles 47-48 of this SCS) information concerning the activities carried out, the problems encountered and possible resolutions. In case of leakage of information or direct communication with users, the Institute reserves the right to impose specific penalties (Article 28).

The staff used to provide services, at risk of exclusion, should be trained to deal with emergencies relative to Legislative Decree no. 81/08, and subsequent amendments, and be in possession of certificates of participation to the course for **basic "Fire Safety"** of DM 10/03/1998 Ministry of Interior and a **"First Aid" level B** course with code DM 388/2003 from the Ministry of Health.

The service staff must be equipped with a decent and work uniform appropriate to the activities to be carried out and have the necessary PPE. It is mandatory to carry an agency identification card including name and photograph.

In the execution of the service, Contractor staff must use diligence and prevent deterioration of floors, walls, furnishings and equipment on the premises. In the case of damage being 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 make deductions directly from the Contractor deposit (which must then be immediately reintegrated).

During the carrying out of assigned duties and whilst inside the premises of the Institute, the staff of the Contractor may not smoke and should limit the use of mobile phones exclusively to business needs.

The Contractor, at least five (5) days prior to the start of the contract, is required to provide to the Contracting Authority the following documents relating to personnel who are employed for the supply of work as object of this SCS:

- a complete list of names of all employees listing every single worker and providing the date and place of birth, qualifications and details of insurance and pension, as well as the work scheduling and total weekly working hours;
- a copy of the staff payroll applied to the contract (Model LUL);
- a copy of the workbooks of the personnel (recruitment communication);
- a judicial record extract;
- a copy of the DM 10 - Receipt of UNIAMNS (monthly pension payments).

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The same documentation must be submitted whenever changes occur within the work dynamics, as well as upon any replacements and/or deployment of personnel within three (3) days after the change.

The Contracting Authority reserves the right to request the replacement of staff to fulfil the obligations outlined above, wherever there is cause for complaint or improper behaviour has occurred in the work environment. In this case, the Contractor shall provide for the replacement of the persona non grata no later than five (5) days after receipt of a formal request.

All personnel involved in the procurement must use the specific magnetic cards provided by the Contracting Authority. A timestamp must be obtained using the specific timekeeping devices placed at the entrance of each venue or using alternative systems defined by the Institute.

Based on the personnel provided by the Contractor, the Contracting Authority shall provide for the distribution of magnetic badges to the maximum amount of n. 1 badge for each employee. The cost for the provision of additional badges will be the responsibility of the Contractor. The means of data processing will be governed in accordance with the current regulations of the Institute.

22. Service Supervisor

LOTS A and B

At least fifteen (15) days before the signing of the contract the Contracted firm must inform the Contracting Authority of the name of a management representative, called the Service Supervisor, to whom the representatives of the Institute will send any request, complaints and/or clarification during the course of all activities.

The Service Supervisor must be available 24 hours a day, 7 days a week, by phone at their own expense as provided by the Contractor and be able, at the request of the Contracting Authority, to intervene personally on site within a maximum of two (2) hours.

The Contractor Supervisor must be to the absolute satisfaction of the Contracting Authority and have perfect knowledge of: operating personnel, the characteristics of products, machinery and/or equipment to be used and the correct way to use them, together with all the issues related to management of the service.

The person in charge must be of proven ability, honesty and morality and able to behave in a decent and blameless manner. They must be reserved, fair, open to working with both staff of the Contracting Authority that with external users who access the premises.

The Supervisor is required to disclose information concerning the activities carried out, the problems encountered and possible solutions exclusively to the representatives and the Head of the Institute (Articles 47-48 of this SCS). In the case of any information leakage, the Institute reserves the right to impose a specific penalty (Article 28).

They must act on, decide upon and respond directly to any problems concerning the regular performance of the services of the contract and undertake any damage assessment.

Monthly meetings shall be organised for the verification of the results achieved. An additional task shall be the convening of emergency meetings for any pressing needs for one of the two parts.

This person shall be responsible for the signing of purchase orders.

The figure of the Supervisor in charge of the contract shall not represent an additional burden on the Contracting Authority.

In the case of TGC, the Supervisor must be an employee of the principal.

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In case of submissions of tender have been submitted for both lots in this contract, the Contractor shall designate two (2) different names for the role of supervisor of the services.

22.a Minimum Requirements of the Service Supervisor

The Supervisor of the service must be:

- a graduate engineer with at least ten (10) years of specific previous work experience
or
- a surveyor with at least ten (10) years of specific previous work experience
or
- an engineer with at least a bachelor's degree (or equivalent title obtained abroad) and at least three (3) years of specific work experience after graduation.

23. Minimum service requirements

LOTS A and B

The minimum service requirements constitute the basic needs of the Institute for measuring the quality of services provided. The Contractor undertakes to provide services at or above the minimum required and accepted by the Institute.

Any proposed offering in the tender procurement that present quality of service levels below the minimum required under this SCS will be automatically excluded from the procedure.

In the case of repeated failure to meet the minimum service standards, the Institute will proceed to the application of penalties laid down in Article 28, without prejudice to the right to apply the mechanism of contract in cascade (only for LOT B) and/or invoke the termination clause of the contract (Articles 35 and 38).

Throughout the execution of the service, the Contractor MUST ensure compliance with service requirements of an administrative nature.

- Appointment of the Service Supervisor in compliance with the minimum requirements set out in this SCS.
- Organisation of monthly meetings, at the responsibility of the Service Supervisor.

In addition, for each lot, it MUST be ensured compliance with the minim service requirements of a technical nature.

LOT A

- Preparation and continuous updating of the "Handbook of preventive maintenance" in all its parts (Article 8.1);
- Compliance with the timing of planned action for the events of Class 1, Class 2, Class 3 and Class 4 (Article 8.2.a);
- Implementation and management of a system for tracking of maintenance operations, of results obtained and statistics of operation for systems and equipment (Article 8.3);
- Supply and management of products, equipment, machinery, spare parts, consumables and all items necessary for the carrying out of activities autonomously and in full compliance with the regulations on safety and the environment (Articles 8, 11 and 20);

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- Ensuring the daily presence of four (4) employees for the exclusive use of the Institute ([Article 12](#));
- Management and resolution of reported events altering the normal use of facilities and/or the proper functioning of equipment and systems ([Article 13](#)).

LOT B

- Compliance with the parameters "Preparation time" (**PT**) , "Time of acceptance" (**TA**) , "Start time" (**TI**) and "Time of work completion " (**TF**) ([Article 17](#));
- Drafting of a "programme of labour" (**PL**), if due ([Article 1 7 .1](#));
- Development of a "Plan of Operational Safety " (**POS**) for each assignment ([Article 1 7 .2](#));
- Drafting and continuous updating of the "Works Journal" ([Article 1 8](#));
- Provision and management of equipment and machinery necessary for the autonomous performance of activities and in full compliance with the regulations on safety and the environment ([Article 20](#)).

24. Service additions and improvements

During bidding the Contractor may propose additional services and improvements to those indicated in the tender documents without this translating into higher costs and/or expenses for the Institute.

Following is, purely by way of example, a non-exhaustive list of improvements and additional services that may be offered.

LOT A

- Indicate a shorter time in which the Contractor may undertake to comply with the relation of action parameters relating to the events of Class 1, Class 2, Class 3 and Class 4 as described in [Article 8.2.a](#);
- Increase the number of permanent employees on staff and/or their total hours (Article 12 of the SCS and Article 6.B.1 of the Letter of Invitation - LOT A);
- Other additional services and/or improvements on the initiative of the Contractor.

LOT B

- Indicate a shorter time in days that the Contractor may undertake to comply in relation to the parameters **PT** and the **TA** as indicated in [Article 1 7](#);
- Other additional services and/or improvements on the initiative of the Contractor.

LOTS A and B

During the assessment phase, the Institute will take into account any improvements in respect to the minimum level required. For the methods of scoring, please refer to "Letter of Invitation – Lot A" - [Article 6.B.10](#) and "Letter of Invitation - Lot B" - [Article 6. B.10](#).

CHAPTER III

QUALITY CONTROL AND CONFORMINTY OF SERVICE

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25. Self-monitoring system

LOTS A and B

During the presentation of the technical offer, the Contractor must propose a system of self-monitoring in respect of procedures, timeframes and work methods to be applied to the contracted activities.

Before the start of the service, the quality assurance system must be validated by the Contracting Authority, which, for the purpose of service optimisation, allows for changes and/or additions.

The system of self-assessment shall at least include:

- operating procedures;
- forms for reporting activities and results achieved to the representatives of the Institute (reports, performance indicators, tables, etc.).
- testing methods for exact application of operational procedures;
- methods for the recognition of abnormalities found in the course of work;
- corrective actions taken.

The results of the quality assurance system must be written clearly and unambiguously and should also be viewable at any time by representatives of the Contracting Authority.

26. VERIFICATIONS AND CHECKS

LOTS A and B

In addition to the quality self-control plan of the Contractor, the services foreseen by this contract are subject to constant review by the Contracting Authority.

The verification activities are directed to certify that the contractual services have been performed in a workmanlike manner in terms of technical and functional elements, in accordance with and subject to terms and conditions, procedures and requirements described in this document and/or in accordance with any improvements offered in the competition.

The verification activities have, where applicable, the aim of ensuring that the information shown in the records and documents supplied by Contractor are in accordance and are consistent with the findings of fact.

For any non-compliances found during service, the Contracting Authority will apply the penalties referred to in Article 28, without prejudice to the Contractor performing the service immediately to remedy the breach.

By way of example, listed are the operational tools and methods that will be used for verification of compliance.

LOT A

- the Institute will record the date and time of request dispatch for any intervention via indexing according to class in which it belongs (see 8.2.a); the arrival time of the technician at the offices affected by the event shall be according to the time registered on the timestamp; also noted shall be the time at which the system shall be rendered safe and the impact minimised, the time of temporary repair and the date of definitive repair.

- in the case whereby these checks demonstrate that the timing is not consistent with the guidelines established in this SCS (or as offered by the Contractor whereby improved upon), the Institute will notify the Contractor.
- provisions for the minimum number of hours required annually for the daily presence of the four (4) permanent workers on the premises of the EUI, plus any increase in the tender offer from the Contractor, shall be verified by reading data recorded by the timekeeper where present or, alternatively, by the attendance logbooks. This verification may take place at any moment, or on a monthly basis;
- inspections by the contract management and the service Supervisor following the execution of incidental maintenance and/or following specific reports from users (in case of impossibility for joint inspection, necessary photographic documentation shall be obtained);
- regular consultation of the data and information provided by the systems of the Institute (access checks, etc.) and the system for traceability of maintenance work, of the results and statistics of operation of equipment and systems;
- verification that each user report received is properly processed and resolved.

LOT B

- inspections by the contract management and the service Supervisor following the execution of incidental maintenance and/or following specific reports from users (in case of impossibility for joint inspection, necessary photographic documentation shall be obtained);
- consultation without notice of the "Work Journal";
- The Institute will record:
 - the date and time of sending quote request emails;
 - the date and time of receipt of the offer;
 - the date and time of the email sending the Order Form and the date and time shown on the postmark of the envelope containing the two (2) signed vouchers or the date and time of their hand-delivery.

CHAPTER IV

OBLIGATIONS AND EXPENSES IN THE EXECUTION OF SERVICE

27. OBLIGATIONS AND EXPENSES BORNE BY THE COMPANY

To be borne by the Contractor shall be the obligations and expenses listed in Article II.2 – Obligations and obligations of the Draft Contract (Annex I - LOT A and B), in addition to those listed below.

LOT A

- Obligation to provide, for the entire duration of the contract, a call service active 24 hours a day, every day of the year, in order to allow the Institute to execute emergency maintenance interventions arising from unforeseeable emergency causes (breakdown, flooding, fire, etc.).
- Obligation to use for the carrying out of service, products that meet the legal requirements in force, as well as their provision and their storage in places that are easy to consult relative to the applicable technical and safety standards.

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LOTS A and B

- Obligation to use for the conduct of activities only machinery and equipment which is certified and compliant with the safety regulations in force;
- Obligation to provide the necessary assistance to inspections by the referents of Contracting Authority and provide specific reports upon request;
- The list of obligations and burdens of the Contractor as listed in this document and in the Draft Contract in Annex I is not to exhaustive, therefore, where it is necessary to fulfil other obligations and expenses not specifically mentioned but necessary for the performance of contractual services, these will be the full responsibility of the Contractor;
- The payment for all charges and obligations is intended conglomered in the prices offered by the Contractor during the tender process.

CHAPTER V

DEFAULTS AND PENALTIES

28. Sanctions and penalty mechanisms

The Contractor has the obligation to implement a schedule to ensure each task is carried out according to the timeframes and means provided for within these specifications.

The Contracting Authority may, at any time, undertake checks and controls on the exact delivery 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 contracted tasks were not carried out in their entirety or were not in compliance with the provisions of this tender and the proposals for improvement made by the Contractor, in accordance with the penalties listed below.

LOT A

- In the event that the total hours of attendance of the Contractor employees proves lower than that stated in this SCS (or during the offer, if ameliorative), the Contractor will be subject to a penalty of €100.00 (hundred/00) for each hour not covered, without prejudice to the right to invoke the clause for early termination of the contract;
- In the case of absence without notice of Contractor employees, and without the arrangement of replacement personnel within two (2) hours, the Contractor will be liable for a penalty of €200,00 (two hundred/00) for each day uncovered, to be added to the possible penalty due for hours of coverage not carried out (if not recovered), without prejudice to the right to invoke the clause for early termination of the contract;
- For failure to meet work schedules reported in Article 12, without modifications having been previously authorised by the Contracting Authority, the Contractor is subject to a penalty of €100.00 (one hundred/00) for each infraction;
- Each delay in the execution of scheduled tasks more than 2 (two) days out of the scheduled date where due to the negligence of the Contractor, which will generate the application of a penalty of

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€100.00 (one hundred/00) for each additional day late, without prejudice to the right to invoke the clause for early termination of the contract;

- In the case of reporting as referred to in Article 13 not being processed in time for action under Article 8.2.a, the contact person will notify the Service Supervisor, who must take action towards the necessary corrective activities. In the case in which five (5) episodes in three (3) consecutive months occur, the Institute will apply a penalty equal to €200,00 (two hundred/00) and reserves the right to invoke the early termination of contract clause;
- Should the Contractor, in a period of three (3) months, infringe on the action times as defined in Article 8.2.a, or in the tender if ameliorative, whichever class of event is taken into consideration, accumulating for one or more of these a delay greater than the value offered for the same parameter, the Institute reserves the right to:
 - conclude the annual purchase order by registered mail. The resolution of the order will become effective within three (3) months after the notification, without prejudice to the early natural expiry of the voucher;
 - invoke the clause of early termination of the contract (with the same date as that of the resolution of the order itself);
- Failure to comply with product documentation and conservation regulations under the laws in force in Italy and/or in the EU or the use of toxic and/or harmful products, in breach of the provisions of Article 11 of this specification, involves the application of a penalty of €100.00 (one hundred/00) for each product not complying with the aforementioned obligations. The application of the penalty does not relieve the Contractor from liability and/or criminal proceedings against third parties for any utilisation of improper substances;
- The loss of keys will incur a charge of €60.00 (sixty/00) for each instance duly established.

LOT B

- In the case of non-compliance with **PT** and **TA** , the Institute will apply the cascading mechanism (Article 2 of 3).
- In case the Contractor accumulates a delay of more than 50% (fifty percent) in relation to any of the parameters between **TI** (as defined in the tender or the specific order, if ameliorative) and **TF** (as defined by the specific order of service), the Institute reserves the right to apply the cascading mechanism and/or invoke the clause of early termination of the contract (see Article 23).
- If in three (3) months occur three (3) or more cases of delays of more than 25% of at least one of the parameters **TI** (as defined in the tender or the specific order, if ameliorative) and **TF** (such as defined by the specific order), the Institute reserves the right to apply the cascading mechanism and/or invoke the clause of early termination of contract.
- Each delay **TI** exceeding one (1) day above that indicated in the tender offer (or in the specific order, if ameliorative), due to the negligence of the Contractor, will incur the application of a penalty of €100,00 (one hundred/00) for each day of delay; the Institute reserves the right to apply the cascading mechanism.
- Any delay of **TF** exceeding one (1) day compared to that agreed to in the specific order due to the negligence of the Contractor, will generate the application of a penalty of €300,00 (three hundred/00) for each day of delay; the Institute reserves the right to apply the cascading mechanism.
- In the case of non-regulatory keeping of the "Work Journal," the referent of the Institute will notify the Contractor, who will be required to put in place the necessary corrective actions. In case of five

(5) records accumulated over three (3) months, the Institute will apply a penalty of €100.00 (hundred/00).

LOTS A and B

- Non-delivery or failure to update the staff directory will result in a penalty of €50.00 (fifty/00) for each breach.
- Failure or delay in replacing staff considered persona non grata shall result in a penalty of €100.00 (one hundred/00) for each day of delay after the deadline of five (5) days following the formal request.
- The disclosure of sensitive information relating to activities, problems encountered and possible solutions to individuals other than direct staff and the referents of the Institute will incur a charge of €200,00 (two hundred/00) for each episode discovered.
- Failure by Contractor staff to wear a work uniform, the company identification card and/or badge provided by the Institute will result in the imposition of a penalty of €50.00 (fifty/00) for each infraction detected.
- The use of products, tools, equipment and/or machinery that does not comply with accident prevention regulations or is otherwise hazardous due to the state of disrepair, shall result in the application of a penalty of €200.00 (two hundred/00) for each infringement found. The application of the penalty does not relieve the contractor from liability and/or criminal proceedings against third parties for the possible use of items not conformant with the law.

The application of penalties shall be preceded by a regular contestation of the failure, during which the Contractor has an opportunity to present their counter no later than five (5) days from receipt of the official communication of protest sent by the Contracting Authority.

In case of absence or non-acceptance of the counter-arguments, the Contracting Authority will proceed to the application of the above penalties.

The Contracting Authority, in addition to proceeding with the application of the penalties referred to in the preceding paragraphs, will not compensate for the services not performed, whilst also reserving the right to enforce other sanctions for service failure or incompleteness.

The application of the penalties provided for in this Article shall not preclude the right of the Contracting Authority to claim compensation for damages.

CHAPTER VI

PRIVACY POLICY

29. Privacy of data and information

The processing of personal data by the Contractor is regulated in Article II.5 Privacy policy, II.5.2 of the Draft Contract (Annex I, Lots A and B).

CHAPTER VII

RULES ON PREVENTION AND SAFETY IN THE WORKPLACE

30. Safety provisions

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The Contractor must comply with the provisions concerning security as defined in Article I.10 - Provisions relating to safety, I.10.1 of the Draft Contract (Annex I, Lots A and B).

CHAPTER VIII

PRICES AND PAYMENT METHODS

31. Means of payment

The discipline of payments is in compliance with Article II. 10 - Reporting and payment clause II.10.3 - Invoices and value-added tax of the Draft Contract (Annex i - Lots A and B).

32. Periodic price reassessment

The discipline of periodic review of prices is consistent with the reported Article I.3 - PRICES - Price revision I.3.3 of the Draft Contract (Annex I - Lots A and B).

CHAPTER IX

ADMINISTRATIVE AND CONTRACTUAL FEES

33. Contract conclusion

The winning Contractor is obliged to enter into the contract at the premises of the Contracting Authority, after payment of expenses inherent and subsequent to the contract on a date to be communicated by the Contracting Authority.

Integral parts of the tender contract include the Letter of Invitation, this Special Contract Specifications and annexes, plus the offer of the awarded Contractor accompanied by all documents submitted.

34. Abandoning the award

Regulations for abandoning the award by the Contractor can be found in Article I.8 - Termination of contract by one of the parties, I.8.2 of the Draft Contract (Annex I - Lots A and B).

35. Termination on the part of the Institute

Regulations governing contract withdrawal by the Contracting Authority is in accordance with the instructions in Article I.8 - Termination of contract by one of the parties, I.8.1 of the Draft Contract (Annex I - Lots A and B).

36. Termination of contract by the contracted company

The discipline for cancellation of the contract by the Contractor is outlined in the instructions of Article I.8 - Termination of contract by one of the parties, I.8. 3 of the Draft Contract (Annex I - Lots A and B) .

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37. Notice to comply - Resolution of contractual rights

The discipline for the unilateral termination of the contract for non-conformity of the services covered by the contract in respect to the requested tasks are presented in point i of Article II. 9 - Termination of the Contract II.9.1 - Grounds for resolution and are disciplined as described in II.9.2 - Resolution procedure of the Draft Contract (Annex I - Lots A and B).

38. Other cases of contract termination and termination clause

In the case of serious or repeated breaches of the obligations to be borne by Contractor and detailed in Article II. 9 - Termination of Contract of the Draft Contract (Annex I, Lots A and B), the Contracting Authority has the right to terminate the contract in accordance with the procedure laid down by that article.

Apart from the grounds listed in Article resolution stated above, it is considered a valid reason also one or more of the following:

- in the case of absence with non-replacement of one or more of the permanent employees for more than two (2) working days (only for the LOT A, item 12);
- in the event that the Contractor is not in compliance with the required number of hours offered for the execution of the service (only for LOT A);
- cases of non-compliance with the quality requirements as per Article 28.

39. Security deposit

The deposit shall be governed in accordance with Article II. 10 - Reporting and payments clause II.10.4 – Deposit in the Draft Contract (Annex i - Lots A and B).

40. Insurance policies

The Contractor, in compliance with the provisions of Article I.10 - Provisions relating to safety, I.10.2 of the Draft Contract (Annex I, Lots A and B), in relation to obligations incurred upon acceptance of this SCS expressly exempt the Contracting Authority from any and all liability for any injuries or damages suffered by people, things, means and valuables of both the Client, the Contractor and any third party and occurring independently of the activities carried out in the execution of their services.

For this purpose the Contractor undertakes to stipulate with a leading insurance company specific liability/insurance policies, where it is explicitly stated that the Contracting Authority is considered "third party" in all respects.

The liability insurance must provide coverage for damage:

- caused to the premises where the service is performed;
- to third party property delivered to or in the custody of the insured, for any reason or purpose, including those resulting from fire and theft;
- caused to property of the Contracting Authority and neighbours, even in the event of fire.

The liability insurance will be taken out and is to consist of a single limit per accident for property damage and injured party not less than € 3,000,000.00 (three million/00).

The Contracting Authority shall be exonerated from any responsibility for damage, injury or anything else occurring to employees of the Contractor during the execution of the service, stipulating in this regard that any burden is to be understood already included or compensated for in the amount of the contract. To this

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end, an insurance policy must be taken with a limit of no less than €3,000,000.00/1,500,000.00 (three million/one million five-hundred thousand).

Copy of the policies shall be delivered to the Contracting Authority before the contract is signed.

41. Subcontracting and outsourcing contract

LOTS A and B

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

Subcontracting is allowed.

For the specific discipline refer to that outlined in Article II. 6 - Subcontracting of the Draft Contract (Annex I, Lots A and B).

CHAPTER X

FINAL REGULATIONS

42. Contractual costs

The stamp duty and registration of the contract, as well as all tax liabilities, present and future, of whatever nature they may be, are the responsibility of the Contractor, as defined in Article I.11 - Other conditions of the Draft Contract (Annex I, Lots A and B).

43. Mediation

Any disputes which might arise between the winning Contractor and the Client as to the interpretation and the correct execution of the contractual clauses, and which cannot be resolved by a direct agreement between the parties, will be referred within ten days of notification of the part of the Institute to an ad hoc, council-appointed Mediator (Ombudsman).

The Mediator will have the duty to conduct a mediation in an effective, impartial and competent manner, regardless of their denomination or profession in the Member State concerned and to do so in the way appointed or requested. The Ombudsman must make a decision within 5 working days.

The Mediator must adhere to the European Code of Conduct for Mediators.

If the decision of the Ombudsman is considered unsatisfactory, the parties to the dispute may activate the arbitration procedure within four weeks as provided for in the following Article.

The costs of the mediation procedure shall be borne by the all parties concerned.

44. Arbitration

To start an arbitration process, each party shall appoint one arbitrator and these two persons shall then designate a third arbitrator.

The decisions of the arbitration shall be by majority.

The costs of arbitration shall be borne by the losing party in the legal process.

45. Processing of personal data

For the discipline regarding the processing of personal data supplied by all the competitors, please see the Article II.5 - Privacy policy of the Draft Contract (Annex I, LOTTOA and B).

46. Regulatory framework

Anything not regulated, prescribed and specified in these Specifications to regulate the relationship between the parties and their respective rights and obligations, is to be governed by the EUI's Financial Rules and the relevant EUI's Regulatory Framework concerning Procurement Procedures and the Award of Contracts, complemented, where necessary by the regulations of the Italian Civil Code and the other current legislation and norms on the subject, in so far as they are applicable.

47. Contract Management

For the Contracting Authority, the manager of this contract is Dr. Kathinka España, Director of the Real Estate and Facilities Service.

The Manager is responsible for the dealings and communications with the awarded Contractor concerning all aspects of the execution of the contracted activities and shall supervise the observance of contractual obligations by adopting coercive measures and applying penalties where required.

48. Referrals of the contract

For the proper performance of the contract and the management of the contractual relationship with the awarded Contractor, the Contracting Authority appoint as representatives of the contract Ing. Walter Pugliese and Dr. Claudio Barzini who will have, among others, the following tasks:

- liaise with the operational Contractor through the service Supervisor appointed by the same;
- make requests for any eventual variations/new regulations that may be necessary during the term of the contract;
- ensure the proper execution of the service and check the results;
- request, justifiable reason or cause, the removal and subsequent replacement of Contractor staff considered persona non grata;
- propose to the Contract Manager the application of penalties and the possible termination of the contract;
- regulate all the invoices issued by the contractor via endorsement.

49. Final provisions and Annexes

This Tender is made up of 49 items, n. 35 pages and n. 14 annexes which form an integral part thereof, and which the Contractor approves and accepts with the signing of this document.

List of Annexes:

- Annex A - Checklist
- Annex B - Participation request form
- Annex C - Declaration in lieu module
- Annex D – Inspection request
- Annex E - Technical bid module - LOT A
- Annex E - Technical bid module - LOT B
- Annex F - Economic offer form - LOT A
- Annex F - Economic offer form - LOT B
- Annex G - Draft DUVRI - LOT A
- Annex G - Draft DUVRI - LOT B
- Annex H - Floor plans of Institute buildings, green areas and facilities
- Annex I - Draft Contract - LOT A
- Annex I - Draft Contract - LOT B
- Annex L - Official EUI holiday calendar for the year 2014