

CALL FOR EXPRESSION OF INTEREST FOR THE ASSIGNMENT OF THE INTERNATIONAL HOUSING SERVICE FOR THE UNIVERSITY OF PADOVA

This call is aimed at receiving expressions of interest from economic operators interested in being invited to the subsequent procedure aimed at assigning the university housing service, which aims to search, select and make available to international students enrolled at the University of Padova, accommodation to be rented with a regular contract.

The outsourcing of the service follows the need to cope with the growing number of international students present in Padova and the consequent growing demand for accommodation. In the academic year 2022/23, the newly enrolled international students were more than 2,500 and a further increase is expected over the next three years.

The main information relating to the tender procedure related to this call is provided below.

1 CONTRACTING ENTITY

1.1 UniSMART – Fondazione Università degli Studi di Padova (University of Padova Foundation) (hereinafter “UniSMART”), with headquarters in Padova, via VIII Febbraio 2, 35122, Tax Code and VAT number 04983000284, is the instrumental body of the University of Padova (hereinafter “University”), which, pursuant to Article 2 of its Statute, includes among its purposes:

- the enhancement of the University's intellectual property;
- technology transfer and the transfer of skills through the development of research and consultancy projects involving university staff;
- the support in the implementation and promotion of postgraduate training *courses*;
- the promotion of the internationalization of teaching activities through the management of specific support services for the institutional activity of the University;
- the promotion of the involvement of public or private, local, national, community, foreign or international subjects in the pursuit of the institutional aims of the University;
- and, among the instrumental activities indicated in article 3 of the Statute:
- the design, construction and management of University's building structures in order to make the stay in Padova more profitable and less expensive for university students.

1.2 With the Decree of the General Director of the University Repertoire n. 3346/2022 Prot. no. 142610 of 08/05/2022, UniSMART was appointed to organize and make available the housing service for international students. The service will be monitored by the University's International Relations Department.

1.3 In the remainder of this call, terms that involve a definition of gender, are to be understood as referring to all genders.

1.4 The Responsible for the assignment is Marco Ghiraldelli.

1.5 If there are discrepancies between the different linguistic versions of this call and of the tender documentation, the Italian one should be taken as the correct version.

2 OBJECT

2.1 The purpose of this call is to explore the market in order to identify the economic operators to be invited to tender for the award of a sub-threshold contract concerning the University housing service, which has as its objective to research, select and make available to international students enrolled at the University, accommodation to be rented with a regular contract.

- 2.2 The assignment takes place through a negotiated procedure without notice, after consulting at least five economic operators, with the application of the criterion of the most economically advantageous tender identified on the basis of the best price-quality ratio, pursuant to article 63 of the Italian Public Contracts Code (Legislative Decree 50/2016, hereinafter the "Code") and the Guidelines for the assignment of services and supplies (for an amount lower than the thresholds of relevance) approved by the Board of Directors of UniSMART.

3 VALUE OF THE CALL

- 3.1 The estimated maximum total amount of the tender, placed on the basis of the tender, for the duration of 3 years, amounts to € 206,690, net of VAT (22%), where due, and/or other taxes and contributions of law. The execution of the services covered by this tender does not involve interference risks; therefore, there are no specific costs and charges for security
- 3.2 The amount is made up as follows:
- 48,230.00 euros for the assignment for 12 months;
 - 96,460.00 euros for a maximum renewal for 24 months;
 - a maximum of 62,000.00 euros for the payment of bonuses.

4 DURATION

- 4.1 The service shall be taken over on 1 March 2023 and will last 12 months.
- 4.2 At the end of the aforementioned period, UniSMART reserves the right to renew the contract, under the same conditions, for a further 12 months, following the satisfaction of the requirements set out in this call, in the letter of invitation and in the provisions of the contract. The exercise of this right shall be communicated to the contractor at least 30 days before the expiry of the contract.
- 4.3 A maximum of no. 2 renewals of 12 months each.
- 4.4 The duration of the contract in progress may be extended for the time strictly necessary for the conclusion of the procedures necessary for the identification of the new contractor, started before the expiry of the contract. In this case, the contractor will be required to continue the service in question at the same prices, terms and conditions or more favorable for the contracting entity.

5 TENDER DOCUMENTATION

- 5.1 The tender documentation is made up of :
- this call;
 - the letter of invitation;
 - the contract;
 - the economic offer;
 - the technical offer.
- 5.2 The tender documentation is accessible free of charge, electronically, on the UniSMART institutional website, in the "Transparent Foundation" section, at the following link:
<https://www.unismart.it/societa-trasparente/>.

6 SUBJECTS ADMITTED INDIVIDUALLY AND IN GROUPS AND CONDITIONS OF PARTICIPATION

- 6.1 Economic operators can submit expressions of interest individually or in groups, provided they meet the requirements set out in the following articles.

- 6.2 The provisions of articles 47 and 48 of the Code apply to subjects established in associated form.
- 6.3 In the event of a Temporary Association of Undertakings to be established, the declarations required by the facsimile of the application form must be presented by each of the undertakings intending to associate, or to form a consortium or group, and be signed by the same undertakings.
- 6.4 Temporary groupings made up of two or more economic operators which individually have the requisites to participate in the tender can be excluded from the tender, subject to discussion. This option does not apply if the groupings are made up of subsidiaries and/or associated undertakings pursuant to article 2359 of the Italian Civil code
- 6.5 It is prohibited for bidders to participate in the tender in more than one temporary grouping or ordinary consortium of bidders or aggregation of economic operators adhering to the network contract (hereinafter, "aggregation of network operators" ("retisti")).
- 6.6 It is forbidden for the competitor which participates in the tender in a group or ordinary consortium of competitors, to participate even individually.
- 6.7 It is forbidden for the competitor which participates in the tender in aggregation of network operators, to participate even individually. Network operators not participating in the aggregation may submit an offer, for the same tender, individually or in association.
- 6.8 The consortia referred to in article 45, paragraph 2, letters b) and c) of the Code are required to indicate, when completing the application form, for which consortium members the consortium is competing; the latter are prohibited from participating in this tender in any other form.
- 6.9 In the event of violation, both the consortium and the consortium members are excluded from the tender; in the event of non-compliance with this prohibition, article 353 of the Italian Criminal code applies.
- 6.10 Alternatively, the consortia referred to in article 45, paragraph 2, letter c) of the Code can perform the services with their own structure.
- 6.11 Consortium members designated by the consortium referred to in article 45, paragraph 2, letters b) and c) of the Code, are forbidden to in turn indicate, in cascade, another subject for execution.
- 6.12 If the designated consortium member is, in turn, a consortium referred to in article 45 paragraph 2, letter b), it is also required to indicate, when completing the application form, the consortium members for which it is competing; the latter are prohibited from participating in this tender in any other form. In the event of violation, both the consortium and the consortium members are excluded from the tender; in the event of non-compliance with this prohibition, article 353 of the Italian Criminal code applies.

7 EXECUTION OF THE SERVICE

- 7.1 The housing service, object of the tender, consists in the provision, by the contractor, of housing solutions at its disposal, as well as all the tools necessary to guarantee high quality standards in terms of reliability, availability and physical safety of the environments, aimed at hosting international students enrolled at the University. This service shall be extended to all the Municipalities in which the University operates and, more specifically, to the territory of the Provinces of Padova, Vicenza, Venezia, Rovigo and Treviso.
- 7.2 The contractor will have to manage the unibeds.it portal, owned by the University, where users, after registering, will be able to view, in real time, the offers of available bed places complete with all useful information (for example, photographs, description, price). The management of the portal also includes the resolution of IT problems, the creation of any implementations and the addition, removal

or updating of sections, as requested by UniSMART or to the extent necessary to enable it to function effectively at all times.

7.3 The portal and related *databases* regarding accommodation and students are and remain the exclusive property of the University.

7.4 The housing service shall include the following activities:

- the search for private accommodation to implement the offer already available to the contractor, also through awareness campaigns aimed at University employees and/or local associations, with the possible further aim to launch house-sharing projects;
- the provision of accommodation offers by private entities.

7.5 In any case, regardless of the mediation activity carried out by the contractor for the accommodation search, the contractor must guarantee the following services to international students:

- guidance and support, even before enrollment, in finding the best housing solution for them within the Municipalities where the University's study courses take place;
- the drafting of information aids to guide students in their search for accommodation;
- accompaniment in the visit of the chosen housing solutions;
- preventive verification of the state of housing solutions made available, to ensure the good state of maintenance and the safety of the accommodation, considering in particular the compliance of the installations with current regulations;
- assistance in the management of bureaucratic procedures aimed at obtaining accommodation, in particular:
 - drafting contracts in Italian and English;
 - registration of contracts;
 - support in practices related to utilities;
 - facilitation of the procedures for issuing the declaration of accommodation in support of the visa application.

7.6 The contractor guarantees that all the housing solutions made available to the students meet the maintenance and safety standards required by law.

7.7 The contractor shall make available to users and manage the email address housing@unipd.it.

7.8 The contractor will be required to provide a physical front office, created in an easily accessible and adequately equipped space, intended for the provision of the service and for welcoming students. A virtual front office will also be provided (for example, via ZOOM or other online platforms). The front office service must be able to guarantee assistance and initial reception of users and provide on-call hours suitable for ensuring empathetic communication and effective support for users. UniSMART and the University reserve the right to carry out inspections and audits to check the regular execution of the service.

7.9 The contractor also undertakes to:

- appoint a coordinator who will have to monitor the implementation of the activities and the methods for achieving the service objectives, and whose name and immediately available contact details will be communicated in writing to UniSMART before the start of the activities, to whom UniSMART shall address any management issue concerning the execution of the service;
- send to UniSMART on a quarterly basis, and in any case upon request, the list of users in charge with the services rendered and broken down by type of intervention and a report on the

progress and results achieved, as well as on the level of satisfaction of users in relation to each service;

- monitor the level of satisfaction of tenants through specific periodic surveys and make them available to UniSMART;
- at least within 30 days of the conclusion of the service, send UniSMART a final report on the activity carried out, which must include, among other information:
 - number of information aids produced to guide students;
 - number of consultancies provided by the contractor for the search for accommodation as per article 7.5;
 - number of consultancies provided by the contractor for assistance in the management and understanding of bureaucratic practices referred to in article 7.5;
 - number of rooms assigned to international students and relative type and duration of the contracts adopted, with separate indication of the rooms already available to the contractor at the time the contract was awarded and of those found by other means or through different channels;
- indicate, within the final report referred to in the previous point, the reinforcement activities planned for any subsequent year of assignment of the service, also independent of the physical availability of residential structures and focused on orientation towards the search for accommodation and on facilitation of access to the private market;
- provide, where necessary and at the request of UniSMART, any additional data and documentation proving the service performed.

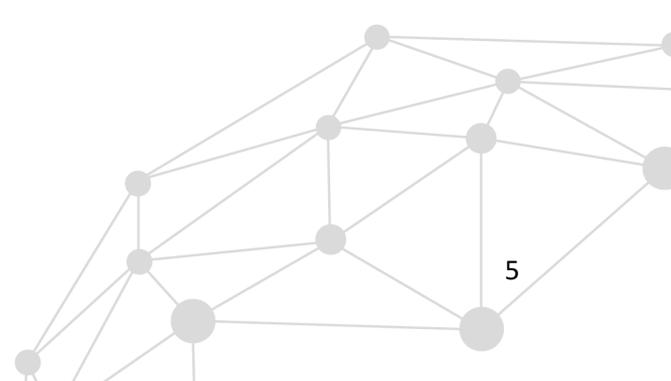
7.10 All services rendered by the contractor are totally free for the students.

8 MONITORING OF THE EXECUTION OF THE SERVICE; REWARDS AND REDUCTIONS

8.1 Monitoring of the execution of the service by the contractor will be carried out according to the indicators mentioned in this call and in relation to result objectives defined on an annual basis, described below:

Indicator	Target (measurements as at the date of the final report provided in accordance with article 7.9)		
	2023/24	2024/25	2025/26
Information supports	10	5	3
Accommodation consultancy	1,250 - 1,500	1,500 – 1,750	1,750 – 2,000
Contract consultancy	125 – 150	150 - 175	175 - 200
Assigned accommodations	250	300	350

8.2 A reduction of the annual fee will be envisaged for negative deviations from the established targets. Failure to achieve the target will be quantified from year to year based on the results achieved the previous year.



- 8.3 Upon exceeding the target relating to the "Assigned accommodations", the contractor will be paid an additional bonus. Exceeding the target will be quantified from year to year based on the results achieved the previous year.

9 STAFF AND SECURITY

- 9.1 The contractor must ensure, for the realization of the service:
- operators with the following linguistic skills: native Italian or C1/C2 level; English level B2; preferably also the knowledge of a third language;
 - operators with administrative and real estate brokerage skills;
 - operators with sufficient IT skills for the management, implementation and modification of the unibeds.it portal.
- 9.2 The possession of the above requirements must be the subject of self-certification to be attached to the presentation of the technical offer. The requirements may be verified at the discretion of the Selection Committee.
- 9.3 The service must be performed by personnel of absolute trust and adequate confidentiality and professional qualification.
- 9.4 Before the start of the service, the contractor shall send UniSMART the list of names of personnel assigned to the service, with an indication, for each subject, of: personal data, qualification, duties, curriculum vitae, as proof of compliance with the above-mentioned requirements.
- 9.5 The contractor must guarantee the constant presence of the number of units indicated in the technical offer, proceeding with the timely replacement of personnel who are absent for any reason, with personnel of the same employment level, guaranteeing continuity of the service provided.
- 9.6 In the case of replacements, even temporary ones, the contractor undertakes to guarantee the use of personnel that meet the same requirements as above and must promptly notify UniSMART in writing, indicating the replacement period.
- 9.7 UniSMART reserves the right to request the replacement of personnel when this is not deemed suitable for the service for proven reasons. In this case, the contractor will provide for what is requested, as well as the relative replacement with other suitable personnel, without this being a reason for requesting further fees other than those agreed.
- 9.8 The contractor must comply with the rules deriving from the application of the National Collective Labour Agreement, as well as with the regulations in force regarding the prevention of accidents at work, occupational hygiene, insurance against accidents at work and other occupational diseases and with any other provision in force or which may come into force during the period of performance relating to the protection of workers. The costs resulting from the necessary fulfilments shall be borne the contractor.
- 9.9 UniSMART is expressly relieved of any obligation and/or liability towards all personnel employed by the contractor to carry out the activities relating to the execution of the service entrusted.
- 9.10 The contractor, upon starting the service and whenever it has to replace personnel assigned to the service, shall update the documentation relating to the INPS and INAIL positions within the timeframe established by the legislation in force.
- 9.11 In the event of non-compliance with the obligations specified above, ascertained by UniSMART or reported to it by the Labour Inspectorate, UniSMART itself may terminate the contract.

10 ASSISTANCE SERVICE

10.1 The following are intended to be fully paid by the contractor:

- assistance and technical and/or informative support to the user during the entire period of stay of the tenant;
- assistance to users, for any other need related to the rented house.

10.2 The contractor shall guarantee these assistance services during office hours, on weekdays, and shall in any case set up a telephone number for emergency management on public holidays and outside working hours.

11 CONTRACTOR LIABILITY

11.1 Any civil or criminal liability for damages which, in relation to the performance of the service or to complementary and/or connected causes, may be caused to UniSMART or to the University, to third parties or to property, shall be understood to be borne by the contractor, without reservations or exceptions.

11.2 Without prejudice to the right to organise and provide for the conduct of the housing service in the manner and with means that it deems most suitable and adequate, the contractor, in the performance of its activities, shall take all necessary measures and precautions, according to the provisions of law and customs, to ensure the good quality of the service, the safety of the personnel involved in the service and of third parties and the safeguarding of public and private assets.

11.3 The contractor, with effects from the effective date of the contract, undertakes to stipulate with a primary insurer and to maintain in force for the entire duration of the contract, adequate insurance coverage, against the risks of Civil Liability towards Third Parties (Responsabilità Civile Terzi, RCT) for damages caused to third parties (including UniSMART) as a result of an event that occurred in relation to the execution of the service. This third party liability coverage must have a single policy limit per claim adequate with respect to industry standards and also include, among other conditions, the extension to:

- commissioning of works and services;
- damage to things in delivery and/or custody;
- damage to third party property from fire;
- damages suffered by persons not employed by the contractor, who participate in the service in any capacity;
- damages caused to third parties by employees, partners, volunteers, collaborators and/or by other people, even if not in an employment relationship with the contractor, who participate in the service in any capacity, including their personal responsibility;
- interruptions or suspensions of industrial, commercial, agricultural, craft or service activities or from non-use as a result of a claim covered by the policy.

11.4 The contractor, with effects from the effective date of the contract, also undertakes to stipulate with a primary insurer and to maintain in force for the entire duration of the contract, adequate insurance coverage for Civil Liability towards Employers (Responsabilità Civile Operai prestatori di lavoro, RCO) for accidents suffered by workers involved in the activity, including all operations of intervention, ancillary and complementary activities, none excluded or excepted. This Civil Liability towards Employers coverage must have a single policy limit per claim adequate with respect to industry standards.

11.5 However, it is understood that:

- the policy limits, shown above, do not represent the limit of the damage to be compensated by the contractor, for which, in its overall value, he will in any case be liable;
- the existence and therefore the validity and effectiveness of the insurance policy is an essential condition for UniSMART and therefore, if the contractor is unable to prove the insurance coverage in question at any time, the stipulated contract will be terminated by right;
- whether or not the insurance covers the claims, the contractor is not relieved from liability of any kind incumbent on it.

12 MINIMUM PARTICIPATION REQUIREMENTS

- 12.1 Economic operators for which there are grounds for exclusion pursuant to article 80 of the Code are excluded from the tender. In the case of participation of consortia referred to in article 45, paragraph 2, letters b) and c), of the Code, the existence of the requirements referred to in article 80 of the Code is certified and verified with respect to the consortium and the consortium members indicated as executors.
- 12.2 Economic operators which have entrusted assignments in violation of article 53, paragraph 16-ter, of the Italian legislative decree of 2001 n. 165 to subjects who have exercised, as employees, authoritative or negotiating powers with the assigning administration in the last three years are in any case excluded.
- 12.3 Only undertakings that have been registered in the “Registro dell Imprese” (“Trade Register”) for the exercise of the activities covered by this tender for at least three years can apply for participation. The activities covered by the tender mainly include the following types of activities:
- accommodation services;
 - information service activities and other IT services;
 - real estate activities;
 - legal and accounting activities.
- 12.4 The competitor not established in Italy but in another Member State or in one of the countries referred to in article 83, paragraph 3 of the Code, presents a sworn statement or according to the procedures in force in the State in which he is established.
- 12.5 The same requirements apply to the subjects referred to in article 45, paragraph 2, lett. d), e), f) and g) of the Code. The regulations envisaged for temporary groupings apply to aggregations of network operators, ordinary consortia and EEIGs. In ordinary consortia, the consortium member that assumes the largest share of executive activities plays the role of leader who is assimilated to the mandatary.
- 12.6 In the event that the principal or the mandatary of a temporary grouping is a sub-association, in the form of an ordinary consortium set up or an aggregation of network operators, the relative participation requirements are met according to the same methods indicated for groupings.
- 12.7 Possession of the requirements must be declared at the time of participation in the tender and will in any case be subject to verification for the successful tenderer. It should be noted that, pursuant to article 80, paragraph 12 of the Code, where false declarations or false documentation have been presented, in the tender procedures and subcontracting assignments, UniSMART will notify the Authority which, if it believes that they have been made with willful misconduct or gross negligence, shall order the entry of a special disqualification annotation in the electronic register, for the purposes of exclusion from tender procedures and from subcontracting assignments for up to two years.

Furthermore, a pecuniary sanction also derives from the untruthful declaration, as provided for by article 213, paragraph 13, of the Code.

13 ASSIGNMENT OF THE CONTRACT AND SUBCONTRACTING

- 13.1 The total or partial assignment of the contract is prohibited, under penalty of nullity pursuant to article 105, paragraph 1 of the Code.
- 13.2 If the contractor intends to subcontract a part of the service, in any case not exceeding 30% of the total amount of the contract (excluding VAT), he must indicate in the offer the parts of the service he intends to subcontract or grant on a piecework basis. In case of failure to indicate the parts to be subcontracted, subcontracting is prohibited. The contractor shall also make the declaration of awareness that the discipline of article 105 of the Code applies to subcontracting.

14 PROCEDURE

- 14.1 Application forms with an expression of interest, preferably drawn up using the attached facsimile, must be submitted by Certified Electronic Mail (PEC), to the address amministrazione@pec.smartunipd.it with the following subject: "Expression of interest for the assignment of the international housing service for the University of Padova", or sent by registered letter with return receipt to the address: UniSMART - Fondazione Università degli Studi di Padova, Via VIII Febbraio, 2, 35122 Padova (PD), to the attention of the Director General.
- 14.2 UniSMART reserves the right to identify further economic operators by inviting them to submit their application form with an expression of interest through the portals Electronic Market of the Public Administration ("Mercato elettronico della Pubblica Amministrazione", MEPA), Electronic Market of the University of Padova (MEUNIPD) and through the Purchasing Portal ("Portale degli acquisti") of the University of Padova. In these cases, the application forms with an expression of interest, preferably drawn up using the attached facsimile, must be sent via the same Portal through which the invitation was received.
- 14.3 The application form must be received no later than 24.00 of 25 January 2023, under penalty of inadmissibility.
- 14.4 UniSMART, in compliance with the principle of equal treatment, will invite competitors to complete the application forms that are incomplete in one or more of the required declarations or, if necessary, to provide clarifications regarding the declarations presented.
- 14.5 It is possible to obtain clarifications on this procedure by submitting written questions at least 7 days before the expiry of the deadline for submitting application forms.
- 14.6 Responses to the requests for clarifications presented in good time shall be provided in electronic format at least 4 days before the expiry of the deadline set for the presentation of the offers, by means of the publication of the requests in anonymous form and the relative answers on the institutional website <https://www.unismart.it/societa-trasparente/>. Competitors are invited to constantly consult this section of the institutional site.
- 14.7 All communications and exchanges of information referred to in this procedure are carried out using electronic means of communication.
- 14.8 In the case of temporary groupings, EEIGs, network aggregations or ordinary consortia, even if not yet formally established, the grouped, aggregated or consortium economic operators shall elect digital domicile at the mandatary/leader for the purpose of receiving communications relating to this procedure.

- 14.9 In the case of consortia referred to in article 45, paragraph 2, letters b) and c) of the Code, the communication sent to the consortium in the manner indicated above is understood to be validly given to all the consortium members.
- 14.10 In the case of availment, the notice delivered to the tenderer in the ways indicated above is understood to be validly given to all auxiliary economic operators.
- 14.11 UniSMART will admit all economic operators that have submitted, within the deadlines, a specific expression of interest and that meet the minimum requirements for participation in the tender.
- 14.12 Once the admitted economic operators have been identified by the Responsible for the assignment, the Letters of invitation to tender will be sent via certified e-mail or registered letter to the addresses indicated, or via the chosen portal.
- 14.13 From the date of dispatch of the Letter of invitation, the term of 10 days for submission of bids will start.
- 14.14 The "offer" will consist of:
- technical offer;
 - economic offer.
- 14.15 Article 83, paragraph 9 of the Code regarding preliminary assistance also applies to this procedure.
- 14.16 This call is aimed at ensuring compliance with the principles of free competition, non-discrimination, transparency, proportionality and publicity but does not generate any right for the participants and does not bind UniSMART in any way, which reserves the right to interrupt at any time, for reasons within its exclusive competence, the proceeding started without the applicants being able to claim any right.
- 14.17 It is understood that the aforementioned participation does not constitute proof of possession of the general and special requirements for the assignment of the service which instead must be declared by the interested party and ascertained by UniSMART during the negotiated assignment procedure.

15 APPLICATION FORM AND ADMINISTRATIVE DOCUMENTATION

- 15.1 The tenderer applying to be admitted to the negotiated procedure which is the subject of this call must submit:
- specific application form with expression of interest and administrative documentation, preferably drawn up using the attached facsimile;
 - any payment receipt for the stamp duty;
 - any certified copy of the power of attorney;
 - the additional documentation described in article 16, where applicable.
- 15.2 It should be noted that, through the Letter of invitation communicated in the subsequent phase of the procedure, the tenderer will be required to send:
- the technical offer, and
 - the economic offer,
- drafted preferably according to the facsimiles which are attached to this call.
- 15.3 In the application form, the tenderer indicates its identification data (company or enterprise name, tax code, registered office), the individual or associated form with which it participates in the tender and the National Collective Labour Agreement applied, with the indication of the relative single alphanumeric code referred to in article 16 quater of the Italian decree law n. 76/20.

- 15.4 The application form must be signed in original on the hard copy or with a qualified electronic signature by the legal representative or by a person with proven powers of signature. In the case of a special attorney, the power of attorney must result from a certified copy of the notarial deed.
- 15.5 The application form must be presented in compliance with the provisions of the Italian Decree of the President of the Republic n. 642/72 regarding the payment of stamp duty. The payment of the aforementioned tax of 16.00 euro is made either through the @e.bollo service of the Agenzia delle Entrate or, for foreign economic operators, through the payment of the tax by bank transfer using the IBAN code IT07Y0100003245348008120501 and specifying in the description the own name, tax code (if present) and the details of the deed to which the payment refers.
- 15.6 As proof of payment, the tenderer attaches to the application form the electronic payment receipt issued by the @e.bollo system or the bank transfer.
- 15.7 Alternatively, the tenderer can purchase the 16.00 euro stamp duty and insert its serial number in the declaration contained in the electronic application form and, obligatorily, attach a copy of the stamp duty in .pdf format. The tenderer assumes all responsibility in case of multiple use of the stamp duty.
- 15.8 In the case of a consortium of cooperatives and craft enterprises or a stable consortium referred to in article 45, paragraph 2, letters b) and c) of the Code, the consortium indicates the consortium member for which it is competing in the tender; if the designated consortium member is, in turn, a consortium referred to in article 45, paragraph 2, letter b) of the Code, it must indicate the consortium member or members for which it is competing. In the absence of such declaration intends that the same participates in his own name and on his own behalf.
- 15.9 In the application form, the tenderer declares:
- the identification data (name, surname, date and place of birth, tax code, municipality of residence, etc.) of the subjects referred to in article 80, paragraph 3 of the Code, or indicate the official database or public register from which the same can be obtained in an updated way on the date of presentation of the offer;
 - not to participate in the same tender in any other single or associated form, nor as an auxiliary for another tenderer;
 - to accept, without conditions or reservations, all the rules and provisions contained in the tender documentation;
 - to have read the information relating to the processing of personal data.
- 15.10 In the event of incorporation, corporate merger or sale or lease of a business, the declarations referred to in article 80, paragraphs 1, 2 and 5, letter l) of the Code, must also refer to the persons referred to in article 80 paragraph 3 of the Code who have worked at the incorporated, merged, transferred or leased company in the year preceding the date of publication of the tender call.
- 15.11 The required declarations are signed, pursuant to Italian Legislative Decree no. 82/2005:
- by the tenderer who participates individually;
 - in the case of a temporary grouping or ordinary consortium or EEIG set up, by the mandatary/leader;
 - in the case of a temporary grouping or ordinary consortium or EEIG not yet established, by all the subjects who will form the grouping or consortium or group;
 - in the case of aggregations of network operators:
 - a) if the network has a common organ with power of representation and legal personality, pursuant to article 3, paragraph 4-quater, of the Italian decree law of 10 February 2009, n.

- 5, the application form must be signed only by the economic operator acting as common organ;
- b) if the network has a common organ with power of representation but has no legal personality, pursuant to article 3, paragraph 4-quater, of the Italian decree law of 10 February 2009, n. 5, the application form must be signed by the undertaking that performs the functions of the common organ as well as by each of the network operators participating in the tender;
 - c) if the network has a common organ lacking the power of representation or if the network does not have a common organ, or if the common organ lacks the qualification requirements for acting as mandatary, the application form must be signed by the network operator who holds the position of mandatary, or, in the case of participation in the forms of the grouping to be set up, by each of the network operators participating in the tender;
- in the case of a consortium of cooperatives and craft businesses or a stable consortium referred to in article 45, paragraph 2, letters b) and c) of the Code, the application form is signed by the consortium itself.
- 15.12 Where applicable, the tenderer also declares, pursuant to articles 46 and 47 of the Italian Decree of the President of the Republic n. 445/2000, the details of the decision to enter into an arrangement with creditors and of the decision authorizing participation in the tenders, as well as declares not to participate in the tender as mandatary of a temporary grouping of undertakings and that the other undertakings belonging to the grouping are not subject to insolvency proceedings pursuant to article 186-bis, paragraph 6 of the Italian Royal Decree of 16 March 1942, n. 267.
- 15.13 The tenderer shall submit a report by a professional who meets the requirements of article 67, paragraph 3, letter d), of the Italian Royal Decree of 16 March 1942, n. 267, certifying compliance with the plan and the reasonable ability to fulfill the contract.

16 FURTHER DOCUMENTATION TO BE ATTACHED TO THE APPLICATION FORM FOR ASSOCIATED ENTITIES

- 16.1 For already established temporary groupings:
- copy of the irrevocable collective mandate with representation conferred on the mandatary by public deed or authenticated private deed.
- 16.2 For ordinary consortia or EEIG already established:
- copy of the deed of incorporation and of the statute of the consortium or EEIG, with indication of the subject designated as leader.
- 16.3 For temporary groupings or ordinary consortia or EEIG not yet established:
- statement made by each tenderer, certifying:
 - a) which economic operator, in the event of an award, will be given a special mandate with representation or group leader functions;
 - b) the commitment, in the event of an award, to comply with the regulations in force with regard to temporary groupings or consortia or EEIGs pursuant to article 48 paragraph 8 of the Code by conferring a special collective mandate with representation to the undertaking qualified as mandatary which will stipulate the contract in the name and on behalf of the principals/consortium members.

- 16.4 For aggregations of network operators: if the network has a common organ with power of representation and legal personality:
- copy of the network contract, with indication of the common organ that acts in representation of the network;
 - statement indicating for which undertakings the network is competing for.
- 16.5 For aggregations of network operators: if the network has a common organ with power of representation but has no legal personality:
- copy of the network contract;
 - copy of the irrevocable collective mandate with representation granted to the common organ.
- 16.6 For aggregations of undertakings adhering to the network contract: if the network has a common organ without the power of representation or if the network does not have a common organ, or, if the common organ lacks the qualification requirements, these subjects shall participate in the forms of temporary grouping of undertakings established or to be established
- in the case of an established temporary grouping of undertakings:
 - copy of the network contract
 - copy of the irrevocable collective mandate with representation conferred on the mandatary.
 - in the event of a temporary grouping of undertakings being formed:
 - copy of the network contract
 - declarations, made by each competitor adhering to the aggregation of network operators, certifying:
 - a) which tenderer, in the event of an award, will be given a special mandate with representation or group leader functions;
 - b) the commitment, in the event of an award, to comply with the regulations in force regarding temporary groupings.

17 PRELIMINARY ASSISTANCE

- 17.1 The deficiencies of any formal element of the application form, and in particular, the lack, incompleteness and any other essential irregularity of the elements, with the exception of those relating to the substantial content of the economic offer and the technical offer, may be remedied through the preliminary assistance procedure referred to in article 83, paragraph 9 of the Code.
- 17.2 The essential irregularity may be remedied if it is not accompanied by a substantial deficiency of the requirement for the demonstration of which the omitted or irregularly produced documentation was intended. Subsequent correction or integration of documents is permitted where it makes it possible to certify the existence of pre-existing circumstances, *i.e.* requirements for participation and elements accompanying the offer. Specifically, the following rules apply:
- failure to meet the prescribed participation requirements cannot be remedied by means of preliminary assistance and is cause for exclusion from the tender procedure;
 - the omitted or incomplete as well as irregular presentation of the declarations on possession of the participation requirements and any other lack, incompleteness or irregularity of the application form, can be remedied, with the exception of false declarations;
 - the non-submission of conditions for participation in the tender (for example, a special collective mandate or commitment to confer a collective mandate), which are relevant during the tender,

can be remedied only if pre-existing and verifiable with elements of a certain date prior to the submission deadline of the offer;

- failure to sign the application form, the requested declarations and the offer can be remedied.
- 17.3 For the purposes of the preliminary assistance, UniSMART shall assign the competitor a suitable term, not exceeding ten days, for the necessary declarations to be made, integrated or regularised, indicating the content and the subjects who must make them as well as the methods of communication of the same. In case of useless expiry of the term, UniSMART will proceed with the exclusion of the competitor from the procedure.
- 17.4 If the tenderer produces statements or documents that are not perfectly consistent with the request, UniSMART may request further details or clarifications, limited to the documentation submitted during the preliminary assistance phase, setting a deadline under penalty of exclusion.

18 TECHNICAL OFFER

- 18.1 The technical offer, drawn up following the attached facsimile, must indicate, under penalty of exclusion, the following elements:
- number of accommodations available to the economic operator for the service in question at the time of submission of the offer and their location;
 - number of accommodations that will be available to the economic operator for the service in question by 31 May 2023;
 - description of the strategy that will be adopted to expand the availability of housing for the three-year period starting on 1 March 2023 and ending on 28 February 2026;
 - description of the professionalism of the personnel assigned to the service (number of employees or continuous collaborators; diversity of skills; characterising elements of the relative curriculum vitae);
 - description of the economic operator;
 - indication of any previous experience of relevance for the purposes of awarding the service.

19 ECONOMIC OFFER

- 19.1 The economic operator sends the documentation relating to the economic offer in the manner indicated in this call and in the Letter of invitation, using the attached facsimile.
- 19.2 The economic offer must indicate, under penalty of exclusion, the following elements:
- the total price, net of VAT and/or other taxes and legal contributions. Up to two decimal places will be considered;
 - the estimation of company costs relating to health and safety in the workplace;
 - labour cost estimation.
- 19.3 Economic offers that exceed the tender amount will be considered inadmissible.

20 AWARD CRITERION

- 20.1 The tender is awarded on the basis of the criterion of the most economically advantageous tender identified on the basis of the best price-quality ratio, pursuant to article 95, paragraph 2 of the Code.
- 20.2 The evaluation of the technical offer and the economic offer is carried out on the basis of the following scores:

- technical offer: maximum score 70% of the total score;
- economic offer: maximum score 30% of the total score.

21 PROCESSING OF PERSONAL DATA

- 21.1 The data provided by the tenderers will be treated in full compliance with what is defined by the regulations in force applicable to the processing of personal data and, in particular, the Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016 and the Italian Legislative Decree 196/2003, as amended, pursuant to what is indicated in the privacy policy attached to this call.
- 21.2 The Data Controller of the personal data of natural persons (so-called data subjects) carried out in the performance of the tender procedures and the subsequent phase of stipulation of the contract is UniSMART.
- 21.3 UniSMART processes the data provided to it exclusively for the purposes related to the completion of the procedures relating to this call and for the fulfillment of the related legal obligations to which the Data Controller is subject.
- 21.4 Personal data may be processed by employees or collaborators of the Data Controller who, operating under the direct authority of the latter, are authorized to process and receive adequate training and operating instructions in this regard (article 29 of Regulation (EU) 2016/679), by subjects who, operating on behalf of the Data Controller, guarantee the adoption of adequate technical and organizational measures by virtue of a contract or other binding legal act (article 28 of Regulation (EU) 2016/679) or by autonomous Data Controllers to which the data will be communicated only for the achievement of the aforementioned purposes.
- 21.5 The provision of data is mandatory, therefore any refusal to provide them will make it impossible to admit the tenderer to the tender procedure.

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General Director

Dr. Fabio Poles

