



LOGISTICS SERVICE

Special tender specifications
for the in-house management of the European University
Institute Print Shop and the all-inclusive rental of
multifunctional digital photocopiers, desktop and
network printers.

YEAR 2009

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LIST OF CONTENTS

SECTION I - GENERAL INFORMATION REGARDING THE TENDER

Art. 1 - Definitions	pag. 5
Art. 2 - Object of the tender	pag. 5
Art. 3 - General specifications of the services	pag. 5
Art. 4 - Service Manager and back-up centre	pag. 7
Art. 5 - Duration of the contract	pag. 8
Art. 6 - Presumed total value of the contract	pag. 8
Art. 7 - Increases and decreases in service requirements	pag. 8
Art. 8 - Where services are to be supplied	pag. 9

SECTION II - PARTICULAR SPECIFICATIONS OF THE INDIVIDUAL SERVICES

Art. 9 - Minimum specifications for the all-inclusive rental of multifunctional devices, desktop and network printers, with relative daily in-house presence	pag. 10
9.1 Object of the service	pag. 10
9.2 Manner of execution of contracted services	pag. 11
9.3 Minimum specifications of the equipment	pag. 11
9.4 Basic information on the E.U.I.'s informatics infrastructure	pag. 13
9.5 Management and accounting software specifications	pag. 14
9.6 Specifications of in-house presence and technical support	pag. 15
9.7 Service response times	pag. 16
9.8 In-house training	pag. 17
Art. 10 - Minimum specifications for management of the E.U.I. Print Shop in the Via San Domenico 5 premises with contractor's own staff	pag. 17
10.1 Object of the service	pag. 17
10.2 Premises	pag. 18
10.3 Equipment Specifications	pag. 18
10.4 Service Specifications	pag. 19
10.5 Personnel	pag. 20
10.6 Manner and timing of completing requested jobs	pag. 21

SECTION III – OBLIGATIONS AND COSTS RELATIVE TO PERFORMING THE SERVICE

Art. 11 - Obligations for the Company	pag. 22
Art. 12 - Costs to be borne by the Company	pag. 22
Art. 13 - Costs to be borne by the Contracting Authority	pag. 23

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SECTION IV – PRIVACY LAWS AND PROPRIETARY RIGHTS

Art. 14 - Privacy of data and information	pag. 23
Art. 15 - Patents and proprietary rights	pag. 23

SECTION V - BREACH OF CONTRACT AND PENALTIES

Art. 16 - Breach of contract and penalties	pag. 23
Art. 17 - Disposal of spent material	pag. 26

SECTION VI - ACCIDENT PREVENTION AND SAFETY IN THE WORKPLACE

Art. 18 - Health and safety regulations	pag. 26
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SECTION VII – INSPECTIONS AS TO CONFORMITY OF SERVICE

Art. 19 - Contracting Authority's power to carry out Inspections	pag. 26
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SECTION VIII - PRICES AND TERMS OF PAYMENT

Art. 20 - Invoicing	pag. 27
Art. 21 - Periodical price adjustment	pag. 27

SECTION IX - FACILITIES, MACHINERY, FIXTURES AND FITTINGS

Art. 22 - Delivery of facility, machinery, fixtures and fittings	pag. 27
Art. 23 - Prohibition of changing the use to which the facilities are put	pag. 28
Art. 24 - Removal of equipment	pag. 28

SECTION X - ADMINISTRATIVE AND CONTRACTUAL COSTS AND OBLIGATIONS

Art. 25 - Entering into the contract	pag. 28
Art. 26 - Declining the award of contract	pag. 28
Art. 27 - Withdrawal from contract by the Contracting Authority	pag. 28
Art. 28 - Cancellation of the contract by the Company	pag. 29
Art. 29 - Warning to fulfil contract – <i>De jure</i> cancellation of contract	pag. 29
Art. 30 - Other causes of contract cancellation	pag. 29
Art. 31 - Bid bond and performance bond	pag. 30
Art. 32 - Insurance Policies	pag. 30
Art. 33 - Subcontracting and transfer of the contract	pag. 31

SECTION XI – FINAL PROVISIONS

Art. 34 - Contractual expenses	pag. 32
Art. 35 - Disputes and arbitration	pag. 32
Art. 36 - Handling of personal data	pag. 32
Art. 37 - Legal framework	pag. 32

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SECTION I GENERAL INFORMATION REGARDING THE TENDER

Article 1 – Definitions

“Company” means the company to which the tender has been awarded, and to which the supply of services object of this Special Tender (S.T.) is entrusted.

“Contracting Authority” and “Purchaser” mean the European University Institute, which entrusts the services object of this Special Tender to the Company.

Article 2 – Object of the tender

In order to optimise the flow of documents, rationalise the processes involved and reduce overall costs, the Institute has decided to create a single body to manage the production of printouts and photocopies produced by desktop and/or multifunctional digital photocopiers and network printers, the in-house printing shop, and the material assigned to external printers.

Moreover, with this operation, the Institute intends to reduce, wherever possible, the number of desktop printers and above all, to replace the different types of desktop printers currently in use with a single model.

The bid concerns the overall management of the flow of documents produced by the administrative and academic departments of the European University Institute in the various locations detailed in article 8.

These flows include all the current production from the internal Print Shop as detailed in Annex 1, from the desktop printers listed in Annex 2 and the various multifunctionals on different floors and the network printers listed in Annex 3, as well as the various printed work necessary to the Institute’s institutional activities and assigned to external printers, listed in Annex 4.

It should be noted that the numbers given in the aforementioned Annexes are purely indicative and are valid merely for the purpose of determining the presumed overall value of the tender. They in no way bind the Contracting Authority to reaching these figures.

The Contracting Authority reserves the right, in the course of the contract, to request changes in the location and/or the number of machines rented and the volumes of copying performed.

The above services must be rendered by the Company awarded the tender, at its own risk and by its own autonomous organization, according to the terms of the present Special Tender Specifications, the Letter of Invitation and the documentation produced by the Company in its bid.

Article 3 – General specifications of the services

1. The Print Shop Management service includes :

- printing, reproducing and finishing of documents produced by the Institute’s various administrative and academic departments. To give a better idea of the variety of work performed in the Print Shop, a collection of sample hard copies has been prepared and may be examined during site visits, as well as a summary of copies and prints relative to 2008 work, including the different types of finishing required (Annex 5).

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- the supply and maintenance of a software application as described in point 10.4 below, for the registration/handling of print requests, available to users who have this privilege to dispatch their jobs to the Print Shop. The principal specifications are as follows:
 - offers an automatic and customizable e-mail system for notification to the person requesting the service or other users;
 - allows online tracking of the status of jobs forwarded (job accepted, job ongoing, job completed or refused);
 - allows approval of the job by the Authorized Officer in the Institute.
 - allows printing with variable data for documents to be sent to mailing lists;
 - generates monthly statistical and economic reports (type of request, requesting department, cost, time taken, etc.) which can be imported in Excel and broken down by individual users, by groups or by cost centres and can be integrated into one database with the data produced by the printers' and multifunctionals' management software, so that each activity segment covered by the present Tender (Print Shop, multifunctionals and network and desktop printers) can be monitored. These reports must also be available for examination and download by the Institute's Authorized Officer.
- support to and training of authorized users, to ensure correct use of the aforementioned applications software.

This service will be supplied in the appropriate facilities belonging to the Contracting Authority, located in via di San Domenico n.5 and detailed in the attached floor plan (Annex 6) already currently used as a Print Shop for the European University Institute's copying and printing service;

2. *The all-inclusive rental of digital multifunctional photocopiers, network and desktop printers, with relative daily in-house presence and technical support comprises:*

- the rental of equipment possessing the minimum specifications detailed in Annex 7 and necessary to effect at least the number of copies and printed sheets produced in the year 2008 by the Institute's various administrative and academic departments as detailed in Annex 3 and the supply, installation and maintenance of the informatics infrastructure (hardware and software) needed to support the service. In the technical project, the bidder shall specify the type of informatics infrastructure that they intend to set up, the number, technical specifications and situation of the equipment they intend to offer, taking the floor plans of the different facilities (Annex 8) as a reference. The Contracting Authority reserves the right, in all cases, to evaluate the suitability and the proposed situation of the equipment offered;
- the supply, installation and maintenance of management and accounting software compatible with the major open source and non-open source systems, such as Microsoft (2000, 2003, XP, Vista), Linux, Citrix and Apple, which will allow:
 - the Administrator to define policies regarding the use of printing and user policies to reduce printing costs;
 - intelligent routing of printing, which will allow the Administrator to direct print jobs according to various criteria such as number of pages, type of document (b/w or colour), type of finishing, etc.. The routing system must also be able to notify the print user as to which peripheral will be used;

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- secure printing management, that is, the peripheral will release the print job only when the user has logged in;
 - “follow-me print”: after authentication, the user can print their job on any printer in the network;
 - remote monitoring of the equipment, to check on status and any alert conditions, notifying any error status by e-mail.
- the supply of all consumables necessary to the equipment’s functioning, excluding paper;
 - the support and training of the Institute’s users for the correct use of the aforementioned application;
 - technical support and daily presence as detailed in article 9.6 below.

Article 4 – Service Manager and back-up centre

Upon signing the contract, the Company will notify the Contracting Authority of the name of the person in charge of the service, denominated Service Manager, and who will act as sole interface for relevant authorized officers in the Contracting Authority. The service manager must be an employee of the Company. All exchanges of information, requests, and/or documentation necessary to the performance of the activities defined in the present tender specifications will take place through the figures mentioned above. The service manager’s duties will be the following:

- define, in agreement with the Contracting Authority, the scheduling of delivery, installation and testing of the systems, to be concluded in any case within the limits set out in article 9.2;
- supply the in-house training programme, as described in art. 9.8, to the Contracting Authority;
- supply an out-of-hours telephone number which can be used for urgent needs outside the normal agreed working hours;
- define, together with the Contracting Authority, suitable procedures for collecting, registering and processing all jobs required of the Print Shop should it not be possible to use the specific software provided to this end;
- closely monitor the expected standards of service and plan all necessary actions to ensure their attainment;
- define the accounting system;
- supply the Contracting Authority with the plan of preventive maintenance for the periodical cleaning operations and replacement of parts subject to wear, in order to minimize machine down time;
- prepare special report forms showing time taken to complete job requests and the breakdown of printing and photocopying costs by users, groups or cost centres.

All communications and any notification of breach of contract made by the Contracting Authority to the Service Manager designated by the Company, will be considered as presented directly to the Company.

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The Company will name at least one suitable back-up service centre situated within a radius of 20 Km from the Contracting Authority's main office, which is able to satisfy any and all document production requirements should emergency situations arise, whether a Print Shop problem or related to the pool of multifunctional machines, such as: the Print Shop rooms being unfit for use and it not being possible to use the multifunctional machines. The aforementioned centre must be equipped with machines and equipment which can cover the whole reproduction process: from pre-printing to offset printing, digital printing both in colour and black and white, and finishing (sorting, spiral binding, paperback binding, thread binding, etc.).

Article 5 – Duration of the contract

The duration of the contract is established as 5 (five) years from the date of the adjudication of the tender, save as provided by articles 27 and 30 below.

After five years the Institute will proceed to launch a new tender.

At the expiry date of the contract, should the Contracting Authority not yet have awarded the service for the subsequent contractual period, the Company will be obliged to extend its service for a period of no more than 6 (six) months, at the same contractual conditions as were applicable at the date of contract expiry.

The contract provides for a trial period of 6 (six) months, during which time the Contracting Authority may proceed to terminate the contract, giving its reasons, with 30 (thirty) days' notice via a registered letter with acknowledgement of receipt. In this event, the Institute reserves the right to award the tender to the bidder who immediately followed the winning bid in the ranking or to launch a new tender, in any case charging the party in breach of contract for all additional costs incurred.

Article 6 – Presumed total value of the contract.

The presumed overall value of the contract is estimated at €285,000.00, excluding V.A.T., based on the number of photocopies and colour and black and white prints made in the course of 2008 by the Print Shop, by the company pool of multifunction and networked printers, as well as the all-inclusive rental of both the equipment installed in the Print Shop and the multifunctional and network printers, the cost of personnel present in-house, the printing jobs assigned to external printing companies and the total cost of consumables for the desktop printers.

The above estimate is to be considered as purely indicative and valid merely for the purpose of determining the presumed overall value of the purchase. It in no way binds the Contracting Authority to reaching these overall figures. Within the limits of the estimated total cost, it is the responsibility of the Contracting Authority, according to its discretionary evaluation of its needs, to establish the quantitative volume of work required. For this reason, the contractor has no cause to claim anything other than payment for the services rendered at the prices and conditions contractually agreed.

Article 7 – Increases and decreases in service requirements

In consideration of the novel character of this service, the Contracting Authority reserves the right to renegotiate some of the conditions of the contract, in agreement with the Company. In particular, the number and/or specifications of the devices installed and the volume of work connected to them. It is

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agreed that the first year will serve to monitor and better analyze the actual use of the various peripherals present inside the Institute (desktop and network printers and multifunction systems, and the relative print flows, including those relative to the Print Shop, so as to optimize rationalization of the whole process.

As a consequence of the aforementioned changes, the overall value of the tender may be proportionally changed, taking into account the fees and the cost per copy offered at tender.

Article 8 – Where services are to be supplied

The all-inclusive rental service of digital multifunction photocopiers shall be rendered in all current Institute buildings listed below, as well as in any future buildings that may be added during the lifetime of the contract:

- Badia Fiesolana, Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)
- Villa San Felice, Via dei Roccettini, 10 – 50014 San Domenico di Fiesole (FI)
- Villa Malafrasca, Via Boccaccio, 151 - 50133 Florence
- Villa Schifanoia, Via Boccaccio, 121 - 50133 Florence
- Villa Raimondi, Via Boccaccio, 121 - 50133 Florence
- Villa San Paolo, Via della Piazzola, 43 - 50133 Florence
- San Paolino, Via della Piazzola, 49 - 50133 Florence
- Convento di San Domenico, Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)
- Scuolina, Via delle Fontanelle, 4 - 50014 San Domenico di Fiesole (FI)
- Villa la Fonte, Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)
- Villa il Poggiolo, Piazza Edison, 11 – 50133 Florence
- Villa la Pagliaiuola, Via delle Palazzine, 17 - 50014 San Domenico di Fiesole (FI) opening September 2009
- Villa Salviati, Via Salviati, 7 – 50133 Florence – opening planned during the year 2010

The management of the Print Shop is to be performed from the facilities situated in:

- Via San Domenico, 5 – 50133 Florence

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SECTION II

PARTICULAR SPECIFICATIONS OF THE INDIVIDUAL SERVICES

Article 9 – specifications for the all-inclusive rental of multifunctional devices, desktop and network printers, with relative daily in-house presence.

9.1 OBJECT OF THE SERVICE

The service comprises the supply of the network printers, desktops and multifunctionals necessary for the production of the document flows generated by the various administrative and academic departments of the Institute as well as the supply, installation and maintenance of the informatics infrastructure (hardware and software) necessary to support the service, including any future developments which may occur during the lifetime of the contract.

To assist bidders in the formulation of project proposals, the Contracting Authority is supplying a summary list of all copies and printing effected by all the administrative and academic departments in the Institute during the course of 2008 (Annex 3) and an estimate (based on the number of toner cartridges consumed) of the copies produced by the various desktop printers installed (Annex 2).

The bidding price offered for the volume of copies produced by the pool of network printers and multifunctionals is intended as an all-inclusive ‘per copy’ price, excluding only paper, for an annual number of passages estimated at about 6,300,000 (six million, three hundred thousand) copies and/or prints, of which 6,000,000 for b/w production and 300,000 for colour production.

The Institute’s aim in merging the two services, renting of printers/multifunctionals and the Print Shop, is to reduce the number of desktop printers as far as possible (the size of this reduction, considering the complexity of the matter, will be effected progressively over time and subsequent to the analysis of document flows, to be performed during the first year of the contract, in line with the winning bidder’s offer in the tender) and to rationalize printing processes as far as possible, so as to significantly reduce costs and to increase effectiveness and efficiency in the whole process of document reproduction.

Bearing this in mind, the company awarded the tender will have to consider compensation between the volume of copies and prints produced by both services (Print Shop and multifunctions), so that no imbalances are created.

The rental fee is to include:

- the installing (delivery to the appropriate floor) and transport of the equipment supplied by the Company at the start of contract;
- the uninstalling and removal of the equipment supplied by the Company at the end of contract;
- in-house presence for technical support as regulated by article 9.6;
- call-out charges, labour costs, spare parts and consumables with the sole exception of paper;
- the removal of all waste and spent materials (toner, developer, cartridges, packaging, etc.);

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Management of copying/printing service with prepaid cards

This service must ensure the availability of prepaid cards to external visitors, by means of automatic distributors, to produce the copies and prints they require on at least one multifunction system in the Institute's library. This machine is currently identified on the appropriate floor plan (Badia Fiesolana level 4) with the initials ID 22.

Copies may only be made after inserting the prepaid card in the card reader, which will decrease the amount of initial credit according to the number of copies printed.

Material for printing, once sent, must be recognised by the user on a dedicated screen, selected and printed after inserting the prepaid card in the card reader, which will decrease the amount of initial credit according to the number of copies printed.

9.2 PROCEDURE FOR EXECUTION OF CONTRACTED SERVICES

In order to guarantee a proper start-up of the service, the Company, **within 30 (thirty) days of being awarded the contract, will have to ensure the installation of the multifunctional systems offered in their bid** and necessary to satisfy the requirements of the Institute's various departments and services. The same is applicable to the relative hardware and software informatics infrastructure, according to a schedule agreed with the department responsible (Logistics Department).

Within the month following installation, the Company is to forward to the Logistics Department the list of machines installed, including details as to:

- the make and model of the equipment installed;
- the date of installation and exact location;
- the number of copies/minute it can produce;
- any accessories present.

Should any equipment installed not correspond to that presented in the winning bid, it must necessarily be removed and replaced within two weeks by the models presented in the bid. Failure to do so will result in the application of the penalties described in article 16 below.

Should the Company not be able to completely replace all the necessary equipment, it may, with the prior consent of the Logistics Department, come to an agreement with the current supplier to take over the photocopiers currently in use, so long as their total replacement is guaranteed within 60 (sixty) days from the award of contract.

In such cases, the Contracting Authority will in no way be involved in any sort of relationship between the two companies.

Within 30 days from the expiry of the contract, unless agreed otherwise with the Contracting Authority, the Company will take care of the removal of the photocopiers at its own expense and without raising any sort of objection.

9.3 MINIMUM SPECIFICATIONS OF THE EQUIPMENT

- a) **The multifunction photocopiers and network printers** must be digital, highly reliable and new from the factory in every part, therefore not regenerated, and they must not have been manufactured prior to the year 2008. Each machine must be accompanied by a users' handbook and technical documentation and must meet the minimum technical specifications described in

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Annex 7, as well as those described in point c) of the present article. In addition, they must perform normally with recycled paper even if they are used intensively for double-sided printing.

- b) The equipment must work directly on the electrical voltage supplied in Italy, bear the regulation “CE” logo, conform to EC directive 95/2002 as ratified in Italy by the Legislative Decree 151/2005 and to the norms concerning electromagnetic compatibility.

The supplier must guarantee the conformity of the equipment to current legislative, regulatory and technical norms relating to components and ways of use as far as user safety is concerned, with particular reference to the provisions of Italian Presidential Decree 547/55, and the laws by decree 277/91 and 626/94 and subsequent amendments.

Each printing system must be accompanied by a technical safety card relative to:

- ozone emissions;
- dust emissions;
- cadmium, hexavalent chrome, mercury and lead emissions;
- heat emissions;
- noise level.

- c) The multifunction systems must be networkable, able to use IP protocol addresses and include the functions of:

- copying;
- printing from PC, Laptop and Macintosh on local networks;
- document feeder for double-sided printing;
- colour scanner;
- fax;
- option to choose paper format (if allowed) when sending copying or printing order from PC;
- scanning and filing of documents by saving to file or sending e-mail;
- network access for managing and maintenance;
- multitasking: ability to use several functions in parallel;
- supports, if needed, to bring the equipment up to user level;
- accounting, that is, aligning its own authentication system to the EUI (Active Directory) system;
- numeric keypad on which to enter one’s identification code in order to start the functions;
- being contactable via browser with username and password, with operator or administrator privileges, by the Institute’s Authorized Officer, for administration or interrogation purposes;
- magnetic badge reader (ISO2 standard) on which to verify identification code to start the operations requested.

The multifunctionals must also be fitted with:

- function drivers for major open source and non-open source systems, such as Microsoft (2000, 2003, XP, Vista), Linux, Citrix, Apple;
- print management software with cost verification for copies and printing. The detailed specifications of the management software and the accounting system are given in point 9.5 below;

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- a counter from which the number of copies and prints made in colour and in black and white can be read. Users must also be able to access the readings easily;
- option to block colour scan to point (that is, direct copying from the scanner to the colour printer);
- native printer languages such as PCL5, PCL6, PostScript 3 (where required) and their developments;
- finishing accessories such as binding and stapling;
- a system for automatic detection of faults or anomalies which can send e-mail notification or alerting system to the monitoring system.

Should the Contracting Authority find that some devices are not appropriately sized for its requirements, the Company will be bound, upon request from the former, to replace existing equipment with different, more suitable devices, with higher or even lower capacity, with a subsequent change to fees payable. As a consequence of the aforementioned changes the contracted fees will be changed proportionally, taking into account the fees and the cost per copy offered at tender.

9.4 BASIC INFORMATION ON THE E.U.I.'S INFORMATICS INFRASTRUCTURE

To assist bidders in the formulation of project proposals, below is some basic information relative to the European University Institute's informatics infrastructure, in particular, the various types of operating systems and servers present and the types of connection between the different buildings.

CLIENTS

Operating systems present on E.U.I. Personal computers and laptops:

- Microsoft Windows XP SP3
- Microsoft Vista (Home, Business SP1, Ultimate)
- Microsoft Windows 7
- Citrix client (ICA)
- Linux
- Apple Mac OS X 10.5 – Leopard
- Apple MAC OS X 10.4 – Tiger

SERVERS

List of servers present in the Institute:

- VMWARE Virtual Infrastructure 3
- Microsoft Windows 2K server SP4
- Microsoft Windows 2003 server SP2
- VMWARE Virtual Infrastructure 3
- Citrix metaframe presentation server
- Linux – Red Hat
- Microsoft Systems Management Server (SCCM 2007)

NETWORKING

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Network Protocol: TCP/IP**Connection Computer Room Badia – Villa San Paolo**

- Laser link 100 Mbps
- Backup on telephone line 8 Mbps

Connection Computer Room Badia – Villa il Poggiolo

- Telephone line 8Mbps

All other buildings are fibre connected to the star centre of the computer room in Badia Fiesolana via a link at 100 Mbps.

REMOTE ACCESS

- VPN (CISCO -Radius) Connection

9.5 MANAGEMENT (PRINT SERVER) AND ACCOUNTING SOFTWARE SPECIFICATIONS

- a) The required management and accounting software must be part of one applications suite. The minimum requirement is compatibility with the major open source and non-open source systems such as (2000, 2003, XP, Vista), Linux, Citrix.
- b) The Institute will place the computer rooms in Badia Fiesolana, Villa San Paolo and Villa il Poggiolo at the Company's disposal for the installation of the management and accounting software, with two different options:
 - in hosting on virtual machine VMWARE Infrastructure on Microsoft Win 2k operating system; in this case, the Institute can perform the data saving;
 - a physical rack device (DELL RACK) with a maximum height of 1 or 2 units and 19 inches' width; in this case, both the hardware necessary and the data saving will be the Company's responsibility.
- c) The successful tenderer will undertake:
 - to supply a sufficient number of licences required to cover all the server installations of the accounting and management system and to guarantee further licences, should it be necessary to install further server systems during the lifetime of the contract, at the same price offered at tender;
 - to update this software to the new versions released by third party companies, both for "minor upgrades" released for problem-solving, and for "major upgrades" which include the release of new functions;
 - to distribute, after agreement with the Institute's IT Department, new drivers or software which should prove necessary during the lifetime of the contract.
- d) The minimum functional specifications for the management and accounting software are:
 - graphic interface for the management of print systems supplied by the successful tenderer;
 - allow the appropriate person in the Contracting Authority to define the user policies on the use of printing for the rationalization of document flows;
 - the function of intelligent routing of print jobs which will allow the Authorized Officer in the Contracting Authority to direct print jobs according to various criteria such as the number of pages, type of document, black and white or colour, type of finishing required, etc...The routing must also provide for the notification to the print user as to which peripheral will be used.

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- the proper functioning of the accounting system must not be binding for the printing system; should the accounting software not be functioning, users must in any case be able to print, even if the accounting relative to the copies printed will not be completed in real time.
- calculation of the number of prints and photocopies by user or by groups;
- option of defining cost centres;
- generation of a report in a format which can be imported into a Microsoft Excel environment (e.g. CSV, XML, etc) which shows the breakdown of copies and/or prints by users, by groups and by cost centres;
- option of preventing colour printing by certain groups of users;
- option of establishing quotas for use by user or by group.

9.6 SPECIFICATIONS OF IN-HOUSE PRESENCE AND TECHNICAL SUPPORT

- a) The contractor must guarantee a service of daily in-house presence during office hours from 8.30 to 17.30 on the days in which the Institute is open (see Annex 9). The Contracting Authority will make the facilities available for the aforementioned personnel in via di San Domenico 5, where the Print Shop service will be performed.
- b) The personnel present in-house will monitor the equipment and where there is a malfunctioning or call for assistance, supply first technical support, coordinate technical support, supply and install consumables (excluding paper) and whatever else may be necessary to maintain all the equipment installed in perfect working order, so as to guarantee an uninterrupted and efficient service.
- c) The Company must guarantee the functioning of the devices present (currently 5) in the Library and in the researchers' rooms located in various different buildings (Badia Fiesolana, Villa Schifanoia, Villa San Paolo) even outside working hours and on days when the Institute is closed.
- d) The technician present in-house is to take care of the monitoring and management of print queues and authorizing, upon request from the Administrator, users who for various reasons are not on the list of users authorized to use the print systems.
- e) The technician present in-house must fulfil the following criteria:
 - certification of expertise on the print systems offered;
 - knowledge of the Windows Server environment and of the AD (Active Directory) directory service;
 - knowledge of English;
 - have use of a car;
- f) The technical support service must necessarily include:
 - the supply of all consumables;
 - supplying a telephone number which can be used in case of necessity outside the normal agreed working hours;
 - preventive maintenance, including the periodical cleaning, lubrication and replacement of worn material in the number and with the frequency necessary to ensure the proper functioning of the equipment installed;
 - repair and replacement of broken parts, including elements in glass or plastic, entirely at the contractor's expense (both parts and labour);
 - software updates of the different firmware on the multifunctionals or drivers;

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- hardware and software maintenance of the print systems, including any software updates to the accounting and print management applications;
- supply in electronic format (importable in Excel) of statistical and costing reports which can be broken down by individual users, groups or cost centres;
- interface with all the Institute's users through the email requests which come to the service mailbox `printsupport@`, typically to respond to notification of malfunctionings or, in the case of researchers, visiting professors and fellows for problems related to print quotas such as reaccrediting of copies in exchange for payment..

Services performed in relation to the aforementioned activities can under no circumstances give rise to any charges being made to the Contracting Authority, not even for indirect or reflected costs or for call-out.

Staff assigned to in-house presence must have a card showing the name of the company awarded the tender and for whom they work, wear clothing which identifies their position, know how services are to be carried out, as well as possessing an awareness of the environments in which they are required to operate.

The Contracting Authority reserves the right to request the replacement of in-house personnel if they fail to meet both the technical and professional requisites.

9.7 SERVICE RESPONSE TIMES

The Company is to maintain the equipment object of the rental contract in perfect working order, ensuring it supplies technical support for each device and on request of the Contracting Authority, taking all necessary action to resolve any malfunctioning for the entire duration of the contract.

The Company is contractually obliged to remedy malfunctionings within the time limit of **2 (two) working hours** following registration of the request. If the operator is unable to solve the problem, without prejudice to the provisions of points 2, 3 and article 16 below, the Company must promptly inform the relative department.

In cases where the amount of repairs to be done does not permit the return to operation of the equipment within the **15 (fifteen) working hours** following the request, the Company will **provide for a replacement of the device which is down** by another with identical or superior specifications (and in any case conforming to the provisions of the present Specifications), until such time as the former is functioning again.

The Company may not use recycled or reconditioned spare parts except in cases of exceptional urgency and in any case as a temporary solution until the new part becomes available.

To evaluate the efficiency of the Company's technical support, the Contracting Authority must be able to check, for every device installed: the date, time and type of malfunction encountered and the date and time of technical support being given, and the outcome of the same.

It is the Company's responsibility to stick an adhesive label in a visible place on each device installed, bearing the telephone number and the email address to which requests for service are to be made.

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9.8 IN-HOUSE TRAINING

The Company, once the equipment has been tested, will undertake in-house training of all the personnel in the various different administrative and academic departments of the E.U.I., according to a schedule agreed between the two companies. The training is to be addressed to 3 (three) different profiles, the basic user, the user contact within the organizational unit and the administrator. A written summary of the specific training for each profile must be provided.

For all the basic users, there will be short presentations (one per Unit) in space made available for this purpose by the Institute. The training is to cover:

- presentation of the equipment installed;
- using the copy function;
- using the print function;
- using the scanner function;
- using the fax function;
- procedures for identifying and resolving the most common user problems (e.g. print queues or paper jamming);
- improper use of the devices, with particular reference to safety norms and damage to the equipment which result in the non-validity of guarantee conditions and/or of ordinary/extraordinary maintenance at the Company's expense.

User contacts (at most two per Unit) are to receive more detailed training in order to give them greater autonomy in resolving the most frequent problems such as:

- loading paper;
- personalized print jobs (on special paper);
- managing print queues;

The administrators (two people) are to be given a thorough training which can give them autonomy in basic activities such as:

- configuration from PC;
- reading reports produced.

Article 10 – Particular specifications for management of the E.U.I. Print Shop in the Via San Domenico 5 premises with contractor's own staff.

10.1 OBJECT OF THE SERVICE

The object of the present "in-house outsourcing" service is the production of all printed material needed by the Contracting Authority, absorbing both the current output of the Print Shop and the jobs assigned to external printers. The articles which follow detail the characteristics and the content of this service, whereby the Company supplies and maintains its own equipment, and supplies consumables including paper-based support as needed, technical support and staff.

To assist bidders in the formulation of project proposals, prospective bidders are provided with a summary of the copies produced by the Print Shop (Annex 1) and of the institutional printwork requested of external companies during the year 2008 (Annex 4).

Considering the particular nature of its research activities, the Institute reserves the right, as far as the output of institutional printwork which may be required during the lifetime of the contract is concerned,

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and without prejudice to the indicative value of the contract, to use the services of suppliers other than the Company awarded the tender.

In addition, the rental fee must include:

- the installation and transport of the equipment supplied by the Company at the start of contract;
- the uninstalling and transport of the equipment supplied by the Company at the end of contract;
- the use of the equipment installed by the Company;
- the maintenance and technical support on the equipment itself, as well as on the equipment which is property of the Contracting Authority and has been entrusted on free loan for use;
- the removal of all waste and spent materials (toner, developer, cartridges, packaging, etc.);
- the cost of paper support materials (paper, card), glue for paperback binding and all other materials necessary to perform the service;
- the presence of at least one operator as detailed in art. 10.5 below;

10.2 PREMISES

The Contracting Authority, will grant the Company the use in bailment, as per article 1803 of the Italian Civil Code, of the premises in Via di San Domenico 5 (Florence), for the entire duration of the contract, for the rendering of the contracted services. The premises are compliant with current legislation and contain the equipment detailed in Annex 11 and are furnished with all necessary fixtures and fittings.

At the moment the award of the tender is formalized, the Contracting Authority will deliver the keys to the premises and will keep a copy for the cleaning staff or so that their own employees can access them if necessary or for other safety and security reasons.

The Company will bear all expenses for electricity and telephone bills.

Should the Contracting Authority deem it possible, the above premises and the equipment given on loan, once all work relative to the tendered services is completed, may be used by the Company for jobs outside the tender during the hours from 7 a.m.-8 p.m.. In any case it is strictly forbidden to print or publicize any material that is illegal or abusive or that could damage the Institute's image.

Merely as an example, this prohibition covers anything to do with pornography, paedophilia, paedopornography and politics.

Moreover, the Company is responsible for the safety and security of its employees, and relieves the Contracting Authority of any responsibility and consequences deriving from accidents which might occur during the carrying out of duties related to the services in question.

10.3 EQUIPMENT SPECIFICATIONS

The photocopiers that the Company intends to install must guarantee high qualitative standards, be able to handle production peaks of 30,000 copies which may occur during the year and have the following characteristics:

- the equipment must be new from the factory, not reconditioned and not reassembled;
- it must be possible to handle printing and copying documents onto the various different types of paper available on the market;

All expenses relative to the moving, maintenance and repairs and replacement of the machines/equipment etc. will be borne by the Company.

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10.4 SERVICE SPECIFICATIONS

Requests to the Print Shop must be sent via a software application with a web interface visible to all the Institute's users in Intranet through their browser. In particular, this software must allow:

- submission of requests for digital jobs (PDF, RTF, etc.) or jobs with variable data, showing the requester all the print options (black and white, colour, single or double-sided), all finishing options (single side-stapling, double side stapling, central stapling, etc.) and the final format (A3, A4, A5, etc.). The requester must be able to visualize the cost of the job requested. The application must allow a specific cost to be assigned to each option (printing in black and white, in colour, stapling, paperback binding, type of support, etc.), so that the overall cost will change according to the options chosen. The amount of these costs will be inserted after agreement with the Contracting Authority.
- Submission of jobs with several attachments, with a facility for the user to access pre-prepared forms (for example, front cover for theses, guide covers, etc.) and enter their own data in the specific fields with predefined fonts and visualize on-screen the final layout, with the font size which reduces automatically according to the quantity of data entered. Allow the submission of requests for institutional business cards, via an application which prepares the model as a graphic facsimile of the final print version, where the user can enter their own data directly, with the font size which reduces automatically according to the quantity of data entered and see the final layout on screen;
- submission of requests for jobs involving paper documents for which the user has to produce a report acknowledging submission to be attached to the document;
- the status of approval or rejection of jobs submitted by the Institute's Authorized Officer, with automatic, customizable e-mail notice to the requester or to other users;
- online monitoring of the status by the user (job accepted, refused, in progress, etc.).

The Company will undertake, at its own expense and with its own hardware and software, the preparation and activation of their proposed informatics solution, guaranteeing its compatibility with the Contracting Authority's technological environment and informatics infrastructure, as well as undertaking all necessary ordinary and extraordinary maintenance, without any additional charges for the Contracting Authority. Similarly to the indications in point 9.5 above, the Institute will make the computer rooms in Badia Fiesolana, Villa San Paolo and Villa il Poggiolo available for the installation of the software for job request submission, with two different options:

- in hosting on virtual machine VMWARE Infrastructure on Microsoft Win 2k operating system, available in the Badia Fiesolana, Villa San Paolo and Villa il Poggiolo facilities; in this case, the Institute can perform the data saving;
- a physical rack device (DELL RACK) with a maximum height of 1 or 2 units and 19 inches' width; in this case, both the hardware necessary and the data saving will be the Company's responsibility.

The Company will take into account the average and maximum size of print jobs and size the software and the disc space necessary to the servers accordingly.

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Moreover, the Company will train the Contracting Authority's users as far as the entering of requests in the company portal is concerned, and on using the forms, handling notification of service problems and whatever else may be necessary to the proper functioning of the service.

Quarterly, and in any case any time it appears necessary, there will be meetings between the Contracting Authority's representatives, the Print Shop staff and the Company's representatives, to audit the correct performance of the service and/or any shortcomings in the service which may have emerged.

Should the staff assigned to the service be insufficient in number, the Company will undertake to increase their number or professional levels so as to ensure that the timing and performance criteria of the service are respected, with no additional charges for the Contracting Authority.

The service must be managed directly by employees of the Company, who have been sufficiently trained and have at least two years' prior experience working for a similar or comparable service, proven on their curriculum. Knowledge of English is also required.

The company awarded the tender must guarantee performing the services object of this contract to the highest standard, respecting the agreed manner and timing, and in line with the methodology and quality standards laid down in the present specifications.

Should the Authorized Officer in the Contracting Authority judge the quality of a job produced not compliant with the request, this product may be refused and must be done again at no additional cost.

The overall quality of the service will be measured according to quality audits effected at predetermined dates, to be agreed at a later date between the two parties. The results will be examined jointly with the Company, so that corrective measures can be taken where necessary.

Offset printing requested, as per Annex 4, may be effected by using external printers. However, requests for reproduction of documents which require absolute confidentiality must necessarily be satisfied in-house, in line with specific agreements reached with the Logistics Department manager.

By the 15th day of each month, the tenderer will produce a purpose-designed monthly report (importable into a Microsoft Excel environment) summarizing the output of the previous month, overall, by individual user, group or cost centre, which supplies all information useful to the Contracting Authority to monitor expenses and the volume of contractual work performed. The Authorized Officer in the Institute must be able to access and download such reports.

10.5 PERSONNEL

While on duty, Company personnel must be in possession of a special identification badge and any other means by which they can be recognized; they must know the ways in which service is to be performed and aware of the environments in which they will be required to work..

The Company must assign to the service people who will behave in a suitable, reserved, correct manner, and who are cooperative towards other people and in particular towards users.

Staff is bound to maintaining confidentiality as far as any facts or circumstances which they have come to know about while carrying out their duties are concerned, in line with current legislation on the matter, as well as the internal rules of the Institute.

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The Contracting Authority reserves the right to request replacement of any Company employees who, during performance of their duties, have been cause of complaint or have behaved in a manner unsuitable for the workplace.

The Company is moreover responsible for the safety and security of its staff, who must be suitably trained and informed, indemnifying the Contracting Authority of any responsibility or consequences deriving from accidents which might occur during the carrying out of the contracted service.

In particular, the Company undertakes to fulfil all its obligations towards its employees deriving from current labour laws and regulations, including those concerning health and safety, as well as social security and accident insurance, covering all the pertinent costs itself.

10.6 MANNER AND TIMING OF COMPLETING REQUESTED JOBS

The manner of meeting requests, which users can see when they submit their requests, are split into three different categories:

- **Urgent** – From the moment of approval by the Authorized Officer in the Contracting Authority, the jobs must be completed within 2 (two) working days;
- **Average**- From the moment of approval by the Authorized Officer in the Contracting Authority, the jobs must be completed within 4 (four) working days;
- **Low** - From the moment of approval by the Authorized Officer in the Contracting Authority, the jobs must be completed within 7 (seven) working days;

Particularly urgent cases will be notified directly by the Authorized Officer in the Contracting Authority and they must be completed within a maximum of 4 (four) hours.

Should the software application which allows users to send their jobs to the Print Shop malfunction or break down, the Company must ensure it is running again within 2 (two) hours from notification of the fault.

Should the time required to restore the software to running order be greater, even if for reasons beyond the Company's control, the latter must organize an alternative system, to be agreed with the Authorized Officer in the Contracting Authority, which will allow users to dispatch their jobs to the Print Shop.

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SECTION III

OBLIGATIONS AND COSTS RELATIVE TO PERFORMING THE SERVICE

Article 11 – Obligations for the Company

The Company takes full responsibility for any accident or damage to people or things which might occur in relation to the contract, whatever the nature or cause of it may be.

The Company must adhere strictly to current legislation on labour issues, workplace accidents, hygiene and safety and social security, and is bound to fulfil all obligations deriving from relevant national and regional labour contracts for the category, even when they have expired and until they are replaced, the Contracting Authority being wholly relieved of any responsibility related thereto and, in particular, for any accidents or incidents occurring in the course of performing the services related to the present tender.

The aforementioned obligations are binding for the Company even if it does not belong to any professional association, or withdraws from it.

The Company must necessarily inform the Contracting Authority, within three weeks of the event and by means of a registered letter with acknowledgement of receipt, of any changes which may occur in the ownership of the Company, supplying all necessary documentation.

The equipment supplied on a rental basis must be compliant with current safety and workplace accident avoidance laws and the photoconductive material and consumables used by the equipment must be non-toxic and must not present a health hazard for users.

The Company is responsible for the removal of all waste/spent materials (for example: toner, developer, etc.), deriving from the use of the equipment, and they must be disposed of in compliance with current legislation regulating the transportation of toxic and harmful waste;

Article 12 – Costs to be borne by the Company

As of the commencement of the service, the following expenses are to be borne entirely by the Company:

- a) electricity and telephone bills for the premises used as the Print Shop;
- b) ordinary and extraordinary maintenance of all the equipment and machines belonging to the Contracting Authority and on loan for use to the Company to perform the service;
- c) any additional machines and equipment that the Company deems it necessary to buy, after formal approval by the Contracting Authority, including any expenses relative to its installation and putting into service;
- d) the supply of any Personal Protective Equipment (PPE) needed to carry out duties safely.

The Contracting Authority will not be liable for any costs whatsoever relative to the performance of the services regulated by the present Specifications.

Moreover, the Contracting Authority reserves the right to examine the actual state of the structures, the equipment and of the fixtures and fittings given on loan to carry out the services at any moment.

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Article 13 – Costs to be borne by the Contracting Authority

The Contracting Authority will pay all charges relative to the cleaning of the premises, water supply and maintenance of the heating and air conditioning systems.

SECTION IV PRIVACY LAWS AND PROPRIETARY RIGHTS

Article 14 – Privacy of data and information

The Company undertakes to observe and to ensure its own employees, appointees or contractors observe, the Institute's rules on privacy, which can be seen at the following address: <http://www.eui.eu/About/DataProtection/>.

Article 15 – Patents and proprietary rights

The Contracting Authority accepts no responsibility should the Company, in carrying out the contracted services, use devices and/or technical solutions on which others have obtained exclusive rights.

The Company undertakes to indemnify the Contracting Authority against any claims, responsibility, including losses and damages claimed by any person, and all related expenses following any claim of violations of property rights.

Each party undertakes to notify the other immediately they become aware of any claim or objection by third parties relating to the preceding paragraph.

The Company must respect the EEC directives no. 250/91 of May 14th 1991 pertaining to legal protection of software and no. 98/93 of October 29th 1993 pertaining to the harmonization of the duration of the protection of proprietary rights and other connected rights.

SECTION V BREACH OF CONTRACT AND PENALTIES

Article 16 – Breach of contract and penalties

Without prejudice to other actions the law provides for, the Contracting Authority reserves the right, to safeguard the conditions laid out in the present Specifications, to apply the penalties specified in the present article, in addition to claiming reimbursement of any extraordinary expenses which it may have had to face to ensure the regular functioning of its own activities.

Any application of penalties will be preceded by regular notification of breach of contract, in response to which the Company will have the faculty to present its justifications within 5 (five) calendar days from receiving notification of the claim. After 5 (five) days, or if the justifications are deemed unsatisfactory, the Contracting Authority will proceed to deduct the amount of the penalty directly from the fees due for the month in which the action is taken; should there be no credit, the sum will be deducted from the performance bond; in the latter case, the Company will have to restore the final caution money to its full value within 10 (ten) days.

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“Full service” rental service for multifunctionals, desktop and network printers

- 1) For delayed or non-compliant commencement of the service compared to the hardware and software installation and testing schedules, including any customization, the Company will be subject to a penalty of 500.00 Euros for each day of delay;
- 2) for machine down time of between 2 and 4 working hours, a penalty of 100.00 Euros will be applied; if the down time is due to failure to resupply consumables, the penalty will be increased by 50%;
- 3) between 4 and 8 working hours, a penalty of 200.00 Euros will be applied; if the down time is due to failure to resupply consumables, the penalty will be increased by 50%;
- 4) for machine down time of over 8 working hours, a penalty of 300.00 Euros for every extra hour of down time will be applied; if the down time is due to failure to resupply consumables, the penalty will be increased by 50%;
- 5) for machine down time of over 2 (two) working days, the device must automatically be replaced; for every day of delay in delivering the new device, a penalty of 500.00 Euros will be applied;
- 6) for failure to dispose of consumables considered “special waste” or inappropriate disposal thereof, a penalty of 100.00 Euros will be applied for each instance;
- 7) should there be between 3 and 5 malfunctions noted on each machine in one month due to incorrect maintenance or failure to supply consumables (apart from paper), a penalty of 200 Euros will be applied;
- 8) should there be between 6 and 8 malfunctions noted on each machine in one month due to incorrect maintenance or failure to supply consumables (apart from paper), a penalty of 400 Euros will be applied;
- 9) should there be over 8 malfunctions noted on each machine in one month due to incorrect maintenance or failure to supply consumables (apart from paper), a penalty of 1,000 Euros will be applied; should such a breach be repeated 3 (three) times in any semester, the Contracting Authority reserves the right to cancel the contract and claim compensation for damages;
- 10) in the case of delayed, irregular start and/or failure to start up the in-house presence service, the Company will be subject to the payment of a penalty of 200 Euros for every day of delay; should the delay exceed 15 (fifteen) calendar days, the Contracting Authority will apply a penalty of 1,000 Euros and should the breach of contract continue for over a month, the Contracting Authority reserves the right to terminate the contract and claim compensation for damages;
- 11) in the case of delayed, irregular start and/or failure to start the in-house training programme, the Company will be subject to the payment of a penalty of 200 Euros for each day’s delay;
- 12) in the case of delayed, irregular delivery and/or failure to deliver the statistical and economic reports, the Company will be subject to the payment of a penalty of 100 Euros for each day of delay; should the delay exceed 10 (ten) working days, the Contracting Authority will apply a

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penalty of 500 Euros; and should this breach recur 3 times in any semester, the Contracting Authority reserves the right to terminate the contract and claim compensation for damages;

Print Shop

13) In the case of delayed delivery or non-delivery according to the requirements expressed by the user in the job request, the following penalties will apply:

13.1. for delays or failure to deliver comprising between 3% and 6% of the overall monthly requests, a penalty of 200 Euros for each breach will apply;

13.2. for delays or failure to deliver comprising between 7% and 10% of the overall monthly requests, a penalty of 400 Euros for each breach will apply;

13.3. for delays or failure to deliver comprising over 10% of the overall monthly requests, a penalty of 800 Euros for each breach will apply; should this breach recur 3 times in any semester, the Contracting Authority reserves the right to terminate the contract and claim compensation for damages;

14) Should the final product not correspond to the specifications defined in the request, the Company, in addition to doing the work again within one working day and without any further charge, will be subject to the following penalties:

14.1. for non-conformity found in 3% - 6% of the overall monthly requests, a penalty of 200 Euros for each breach will apply;

14.2. for non-conformity found in 7% - 10% of the overall monthly requests, a penalty of 400 Euros for each breach will apply;

14.3. for non-conformity found in over 10% of the overall monthly requests, a penalty of 800 Euros for each breach will apply; should this breach recur 3 times in any semester, the Contracting Authority reserves the right to terminate the contract and claim compensation for damages;

15) Should the software application supplied to users to dispatch their jobs to the Print Shop present malfunctions or stoppages which are not corrected within 30 (thirty) minutes from receipt of notification of the same, the Company will be subject to the following penalties:

15.1. if, in the course of one month, between 3 and 7 malfunctions or stoppages as defined above are recorded, a penalty of 200 Euros will apply;

15.2. if, in the course of one month, between 8 and 15 malfunctions or stoppages as defined above are recorded, a penalty of 400 Euros will apply;

15.3. if, in the course of one month, over 15 malfunctions or stoppages as defined above are registered, a penalty of 800 Euros will apply; should there be 2 (two) such breaches in any semester, the Contracting Authority reserves the right to terminate the contract and claim compensation for damages;

Any instances of 'force majeure' which might delay the regular performance of activities covered by this Tender are to be notified by the Company via a registered letter with acknowledgement of

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receipt, sent in advance by fax, addressed to “Servizio Logistico dell’Istituto Universitario Europeo, Via dei Roccettini, 9 – 50014 San Domenico di Fiesole (FI) Italy” – Fax +39 0554685344. The instance(s) of force majeure must be proven, on pain of forfeiture of the right to claim it.

Article 17 – Disposal of spent material

The Company will ensure the complete removal and disposal of all waste from consumables (excluding paper) in compliance with current legislation, under its own initiative and responsibility and at its own expense.

To this end, the party carrying out the disposal service must be in possession of the requisites set out in the Italian laws by decree n. 22/1997 and subsequent amendments and n. 151/2005.

SECTION VI ACCIDENT PREVENTION AND SAFETY IN THE WORKPLACE

Article 18 – Health and Safety Regulations

In order to guarantee safety in the workplace, the Company is bound to adhere strictly to all laws and regulations concerning improvement of workers’ health and safety, as per the Italian Legislative Decree n. 626/1994 and subsequent amendments.

In particular, when it commences providing its services, the Company must present the documentation listed in Annex 10, so that the Contracting Authority can then complete the DUVRI (joint document for the evaluation of health and safety risks and risk of interference of different jobs with one another) as prescribed in art. 26, para. 3 of the Italian Legislative Decree n. 81/2008.

Moreover, it is the Company’s responsibility to ensure its workers are equipped with the Personal Protective Equipment (PPE) necessary in order to carry out their duties safely.

SECTION VII INSPECTIONS AS TO CONFORMITY OF SERVICE

Articolo 19 - Contracting Authority’s power to carry out inspections

The Contracting Authority has the power to carry out inspections at any time and without advance warning, to verify the conformity of the services supplied by the Company to the conditions laid down in the present Tender.

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SECTION VIII PRICES AND TERMS OF PAYMENT

Article 20 – Invoicing

The Institute is a teaching and research centre which uses a decentralized administrative structure and which manages, in addition to the different internal projects, several activities which are externally financed by both public and private sponsors. The Company undertakes to follow the analytical invoicing procedures requested by the Institute, issuing on demand specific invoices for each cost centre/activity identified.

Payments will be made by bank transfers through the Purchaser's bank within 60 (sixty) days from receipt of invoices. Any errors of form or of substance in the invoices will interrupt the payment deadlines, after formal notification to the Company.

The Institute is exempt from paying Value Added Tax on services and purchases connected to the carrying out of its activities worth over 258.23 Euros, in accordance with art. 72, para. 3, Presidential Decree n. 633 of 26/10/1972 and subsequent amendments.

Any deductions of monies deriving from penalties for breaches of contract specified in article 16 of the present Tender, or from reimbursement of expenses due, will be compensated at the same time as the invoices for the relative period are paid.

Article 21 – Periodical price adjustment

The contractually agreed service fee will be subject to periodical adjustment starting from the second year of validity, upon a written request from the Company showing the change resulting from applying the relevant ISTAT statistical index.

The relevant ISTAT index for this adjustment is **the retail price index for the families of blue and white-collar workers (FOI)**.

SECTION IX FACILITIES, MACHINERY, FIXTURES AND FITTINGS

Article 22 – Delivery of facility, machinery, fixtures and fittings

The Contracting Authority will hand over to the Company, for the entire duration of the contract, adequate premises for supplying the document reproduction service, with the fixtures and fittings listed in Annex 11a and which the Company undertakes to keep in perfect condition.

The Contracting Authority is relieved of any expenses relative to ordinary and extraordinary maintenance of the items listed above, the actual state of which it reserves the right to verify at any time.

Upon expiry of the contract, the Company undertakes to return the premises and related machinery and fixtures and fittings, all of which must be in perfect state of cleanliness, maintenance and functioning, taking into consideration the normal wear and tear due to its use whilst performing the service.

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During the lifetime of the contract, should damage be caused to structures, equipment, or fixtures and fittings due to incompetence, carelessness or failure to carry out maintenance, the amount of damage will be estimated and charged fully to the Company. The Contracting Authority will access the caution money referred to in article 31 of the present Specifications in such cases.

Article 23 – Prohibition of changing the use to which the facilities are put

The Company, representing itself and its assignees through whatever reason, irrevocably undertakes as of now and for the entire duration of the contract, never, for any reason or cause, to change the use to which the facilities are put, on pain of termination of the contract, unless the Contracting Authority directs otherwise, and within the limits that the latter may specify.

Article 24 – Removal of equipment

At the end of the rental period, or when the contract is terminated, the Company is bound to remove all equipment supplied, taking all the necessary actions such as, merely as examples and not as a complete list, organizing the removal, taking away packaging, transport and portage.

The Company, unless it reaches a different agreement with the Contracting Authority, must remove the whole pool of photocopiers within the 30 calendar days immediately following expiry of the contract.

SECTION X ADMINISTRATIVE AND CONTRACTUAL COSTS AND OBLIGATIONS

Article 25 – Entering into the contract

The Company awarded the tender undertakes the obligation, after paying the expenses relative and consequent to the contract itself, to stipulate the contract on the date communicated by the Contracting Authority.

The contract will be signed in the Contracting Authority's principal office.

Article 26 – Declining the award of contract

Should the Company withdraw after being adjudged the contract, no claim may be made for the return of the bid bond paid. In such an event, the Contracting Authority will claim payment of damages in addition to taking any other type of legal action to protect its interests.

Article 27 –Withdrawal from contract by the Contracting Authority

In accordance with art. 1671 of the Italian Civil Code, the Contracting Authority may terminate the contract, even if the performing of services has already begun, on condition that it indemnifies the Company for all expenses borne, all work completed and the loss of earnings.

Article 28 – Cancellation of the contract by the Company

Should the Company intend to withdraw from the contract before its expiry, without a just reason or just cause, the Contracting Authority reserves the right to withhold the entire bid bond as a penalty and, as

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compensation for damages, to debit to the former all additional expenses in any way deriving from awarding the service to another supplier.

In such an event, no monies are due the Company for any investments made to enact the contract.

Article 29 – Warning to fulfil contract –*De jure* cancellation of contract

Should services performed under this contract differ from the specifications requested, the Purchaser has the right to reject such work and to send a warning by registered letter to comply with the agreed conditions, fixing a strict deadline of not more than 15 days within which the Company must fulfil its obligations as notified. Should this deadline pass fruitlessly, the Contract is terminated *de jure*.

Article 30 – Other causes of contract cancellation

In the case of serious, or reiterated breaches of contractual obligations on the Company's part, the Contracting Authority will be entitled to cancel the contract via a registered letter with acknowledgement of receipt, with all the legal consequences that cancellation brings, including the faculty to entrust the contract to others, to the Company's loss, without prejudice to the application of penalties already notified. In any case, the Contracting Authority will not pay any money for work not performed or improperly performed.

The parts agree that, in addition to the generic provisions of art. 1453 of the Italian Civil Code regarding breach of contract, the following situations constitute cause for cancellation of the Contract due to breach of contract in accordance with art. 1456 of the Italian Civil Code:

- a) initiation of insolvency proceedings against the Company or the leading company in the case of a Temporary Association of Companies (TAC);
- b) winding-up or sale of the Company's activity or of the leading company in the case of a TAC;
- c) pull-out from the contract, except in the case of Force Majeure;
- d) in the public interest;
- e) failure to observe the prohibition of subcontracting and use of personnel who are not employees of the Company;
- f) breach of labour laws and failure to apply collective labour contracts;
- g) unexplained stoppage of service;
- h) transfer of the contract to a third party;
- i) repeated violations of health and safety regulations;
- j) reiterated breach of contract by the Company after the application of 5 penalties for the same type of breach in the course of any year of performance of the contract;
- k) in the case of refusal by the Company of a request from the Contracting Authority to replace some of the equipment that was originally chosen with new and more technologically advanced models which have come onto the market, even if the former have not gone out of production;

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- l) should the premises loaned to the Company be used for anything other than the use established in the terms of the present tender;
- m) use of the premises in loan for use from the Contracting Authority to reproduce or publicize illegal or abusive material or such as could damage the E.U.I.'s image.

Article 31 – Bid bond and performance bond

As a guarantee of their offer, tenderers must present, together with their offer, proof of having set up a temporary bid bond in the amount of 2.5 % of the estimated value of the contract, in accordance with the instructions in the invitation to tender. Such deposit will be returned to the successful bidder once they have set up the performance bond, corresponding to 10% of the value of the contract, whereas it will be returned to the unsuccessful bidders within 30 days from the awarding of the contract.

As a guarantee of proper execution of contractual obligations, the successful Company is bound to pay a performance bond corresponding to 10% (ten percent) of the estimated value of the contract in the following form:

- bank guarantee, insurance policy or policy issued by brokers registered in the special roll referred to in art. 107 of Italian Legislative Decree n. 385/93 and subsequent amendments. This bond must be valid for the whole duration of the contract, it must expressly include the It must also provide for waiver of the right to enforce prior payment by the principal debtor, and be operational within fifteen days on simple written request of the Contracting Authority..

Reserving the right to compensation awarding further damages to the Purchaser, the failure to present the bond according to the above procedure will occasion forfeiture of the award and the bid bond will be withheld by the Contracting Authority. Upon expiry of the contract, the winning bidder's performance bond money will remain non-redeemable until any possible disputes or legal actions are resolved.

Article 32 – Insurance Policies

With reference to the obligations undertaken in accepting the present Specifications, the Company, expressly indemnifies the Contracting Authority against each and every claim of whatever nature against it for any injury or accident that should befall people or things, whether working for or belonging to the Purchaser, the Contractor, or third parties, arising out of the performance of the contract.

To this end, the Company undertakes to purchase a specific Third Party and worker/contract worker insurance policy with a major insurance company, in which it is explicitly stated that the Contracting Authority is considered a Third Party to all effects and purposes.

The Third Party insurance policy must include coverage for:

- a) damages to third parties' possessions entrusted to and in the care of the insured party for whatsoever reason or purpose, including damages consequent to fire and theft;
- b) damages to neighbours in case of fire;
- c) damages to property of the Contracting Authority given in use to the Company for the performance of the service object of the present Specifications, including those resulting from fire and theft.

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The Third Party insurance must offer a limit of indemnity for damages to things and per person not lower than €3,000,000 (three million) per event

The Contracting Authority is further indemnified against all claims for damages, injury or other events that could befall employees working for the Company during the carrying out of the service, even if the users of such services were responsible for them, it being agreed in this regard that whatsoever expense might derive from it is to be understood as already included or paid for in the contract fees. In this respect an insurance policy for workers/contract workers must be taken out with a limit of indemnity not lower than €3,000,000.00/1,500,000.00 (three million/one million five hundred thousand).

The limit of indemnity is to be recalculated based on the ISTAT cost of living indices, should they undergo an increase of over 10% of the initial amounts.

A copy of the insurance policies must be delivered to the Contracting Authority at least ten days prior to the signing of the contract. The policies must also contain a clause which expressly obliges the insurance company to notify the Contracting Authority of any failure to pay the insurance premiums in due time. Failure to present the policies automatically brings about the cancellation of the award of tender.

Article 33 – Subcontracting and transfer of the contract

It is forbidden to subcontract the main service object of the contract to which these Specifications refer. For any ancillary services to the main service, any subcontracting, in addition to being declared when the bid is made, must necessarily respect all applicable legislation and be authorized in advance by the Contracting Authority. Subcontracting in no way changes the costs and obligations of the contractor, who alone remains solely answerable to the Contracting Authority.

Should these rules on subcontracting be ignored, the Contract will be cancelled *de jure*, without prejudice to the right of the Purchaser to be compensated for all damages and expenses.

Should it prove necessary to produce special products not contemplated in the present specifications, the Company may avail itself of the work of another company specialized in that sector, after authorization by the Contracting Authority.

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SECTION XI FINAL PROVISIONS

Article 34 – Contractual expenses

If the Company requests the contract be registered, the various stamp duties, not to mention all the other taxes present and future, of whatever nature, will be at the Company's own expense.

Articolo 35 – Disputes and Arbitration

Any disputes which might arise between the winning Company and the Purchaser as to the interpretation and the correct execution of the contractual clauses, and which cannot be resolved by a direct agreement between the parts, will be sent to voluntary arbitration as described in article 808 ter of the Italian Civil Proceedings Code, as a departure from the provisions of the earlier article 824 bis.

The Board of Arbitrators will be constituted on request by one of the parts and will be made up of three members, one to be appointed by the Company, one by the Contracting Authority and the third, who will act as President, will be appointed by the president of the Florentine Law Society.

The Board of Arbitrators will perform its duties in Florence at the President's elected domicile.

The rules to be applied will be decided on a case by case basis by the Board of Arbitrators in line with the provisions of article 823 of the Italian Civil Proceedings Code.

The Board's decision must be reached within 3 months from the appointment of the President.

Article 36 – Handling of personal data

The personal data supplied by tenderers in order to take part in the tender to which these Specifications apply, will be handled by the Purchaser in accordance with the laws referred to in article 14 above.

Article 37 – Legal framework

Anything not regulated, prescribed and specified in these Specifications to regulate the relationship between the parts and their respective costs and obligations, is to be governed 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

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Signed in acceptance by the legal representative

32/32