European University Institute

COMPUTING SERVICE

Special Tender Specifications

for the provision of Distribution and Maintenance

Services for the Workstations

LOT no. 3

YEAR 2011

CONTENTS

TITLE I
GENERAL INFORMATION ON THE TENDER

Article 1 – Definitions

"Company" shall mean the Company that is awarded the tender, and to which the provision of the services described in the Special Tender Specifications (S.T.S.) is entrusted.

"Contracting Authority" and "Purchaser" shall mean the European University Institute, which entrusts to the Company the provision of the services described in the Special Tender Specifications.

"WS" shall mean Workstation (in Italian, "PDL" - Postazione di Lavoro), a PC configured with OS and related Application programmes.

Article 2 – Object of the tender

These Special Tender Specifications contain the regulations governing the provision of Workstation Management Services on the Contracting Authority's premises. The Contracting Authority has a System Management based on Microsoft SCCM 2007, consisting in 1 Central Server and 3 secondary Distribution Servers through which software and update patches are distributed to the workstations in the other buildings of the Institute's premises.

Through the existing architecture, the Contracting Authority needs to acquire a distribution and maintenance system for its Workstations, based on the MS SCCM 2007 system, in order to ensure the continued correct functioning of the architecture and the functional recovery of the systems described above (and therefore continuity of service) in the case of malfunctioning or breakdowns that may occur during normal usage of the equipment.

Article 3 – Duration of the contract

The tender disciplined by these Specifications has a duration of 5 (five) years from the date of signing of the contract, with the exception of events described in Articles 27 and 29 below.

The tender envisages a 6 (six) month trial period, during which the Contracting Authority can - with motivation - rescind the contract; a 30 (thirty) day notice of termination shall be sent by registered letter with acknowledgment of receipt.

Article 4 – Presumed amount of the tender

The overall presumed value of the tender is estimated at €**155,000.00** excluding VAT.

This estimate is based on the average number of events that occurred during the course of the previous service contract and is to be considered purely an indication; it shall be used merely to determine the presumed overall value of the tender and in no way commits the Contracting Authority to award a tender for the entire above-mentioned total sum

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Article 5 – Place of service provision

The list below includes all the premises of the European University Institute, where the 700 Workstations that are the object of this tender shall be located:

- **Badia Fiesolana**, Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)
- **Villa Pagliaiuola**, Via delle Palazzine, 17/19 - 50014 San Domenico di Fiesole (FI)
- **Villa Il Poggiolo**, Piazza Edison,11 - 50133 Firenze
- **Villa Malafrasca**, Via Boccaccio, 151 - 50133 Firenze
- **Villa Raimondi**, Via Boccaccio, 115 - 50133 Firenze
- **Villa Schifanoia**, Via Boccaccio, 121 - 50133 Firenze
- **Villa San Paolo**, Via della Piazzola, 43 - 50133 Firenze
- **Villa San Felice**, Via dei Roccettini - 50014 San Domenico di Fiesole (FI)
- **Convento di San Domenico**, Via delle Fontanelle, 19 - 50014 San Domenico di Fiesole (FI)
- **Villa la Fonte**, Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)
- **Villa Salviati**, Via Salviati, 7 – 50133 Firenze – apertura prevista anno 2011

TITLE II
TENDER SPECIFICATIONS FOR THE SERVICE
Article 6 – Scope and extent of the service

The main location where the services shall be provided is the Computing Service department on the Contracting Authority's premises. This department contains the main Laboratory, where the Coreloads and the reference masters for the test distributions will be created. From this Laboratory it will be possible to access all the servers of the MS SCCM 2007 platform. The following items provide a description of the scope and extent of the Service to be provided.

Workstations and Servers:

- ✓ Number of Workstations that are the object of the service: 700
- ✓ Number of MS SCCM 2007 servers: 1 (one) Central Server
- ✓ Number of Secondary servers: 3 (three) Distribution Servers

Services to be provided to End Users:

- ✓ Automatic distribution of Coreload Image and of basic customizations to Workstations: OnSite
- ✓ Software Distribution: Tests and Packet preparation: OnSite
- ✓ Software Distribution: Packet Distribution: OnSite
- ✓ Patch Management: Tests and Packet preparation: OnSite
- ✓ Patch Management: Distribution: Remote

Services to be provided to the Infrastructure:

- ✓ Server Monitoring: Remote
- ✓ Problem Management: OnSite

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The services shall be provided in the following functional areas:

- StartUp service

- Automatic WS Cloning service.

- Patch Management service

- SCCM 2007 Server Management service.

- Software Packaging service

- SCCM 2007 Server Monitoring

- OnSite Support (OSS).

Article 7 – StartUp Service

The StartUp service shall include all activities of preparation and distribution of the basic Coreload Image (Operating System, basic applications and configurations, etc), installation of the most recent updates of the Operating Systems, the creation of SCCM 2007 software packages of applications and of the user's customizations to be distributed automatically, through the MS SCCM 2007 infrastructure.

The specific composition of the basic Coreload Image, as well as the various software applications, is described in Article 14 below. The specific service levels required are detailed in Articles 15 and 16.

The main service activities shall therefore be the following:

- Preparation of the basic Coreload image to be distributed in order to perform the necessary activities of Patch Management in the Operating Systems and their components (for ex., Internet Explorer, Outlook Express, etc)

- Preparation of software packages of all applications and customizations to be distributed throughout all the Institute's WSs

- Automatic distribution of the Coreload image and the basic applications and configurations

- Automatic distribution of the specific applications

- Delivery of WS for distribution to the end users

- Support for the Institute's staff in addressing any problems arising during the delivery of WS to the end users

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- ✓ Further operational activities required:Documentation of all procedures and rules used in providing the service for the Management System
- ✓ Receiving all requests according to agreed procedures and creating required documentation (for ex., service order and ticket update)
- ✓ Tracking process for all significant activities and the results of the service in the implementing of ticket management
- ✓ Installation tests and results
- ✓ Management of all problems relating to software distribution
- ✓ Management of software packages conservation on the SCCM 2007 server
- ✓ Delivery of a standard report to the Contracting Authority on activities performed by staff, including the status of each software distribution either in-progress or pending

The Contracting Authority undertakes to:

- ✓ Issue software distribution requests according to the procedures agreed upon for this service contract
- ✓ Supply all the data necessary for the service provision (for example, software list, configuration parameters, "target" addresses, etc.)
- ✓ Supply all HW and SW applications and products, which must be installed and operational at the time the service is to begin and capable of supporting all activities envisaged in the SW distribution service
- 2. Supply the Business applications and related installation procedures; in particularly critical cases, the Contracting Authority may demand that service is provided more rapidly than envisaged in the SLA; this shall be done in compliance with a criterion of urgency validated by the Project Manager of the Contracting Authority

Article 8 – Automatic WS Cloning service

The WS Cloning shall be managed entirely through the Institute's MS SCCM 2007 structure and shall guarantee the complete installation of a WS (Workstation). The Institute's new PCs shall be available, removed from their packaging, and located in a specially designated Laboratory on the Institute's premises. Subsequently, the PCs shall be connected to the network and the MS SCCM 2007 system shall automatically install the Coreload image including the Operating System, the applications and basic customizations. Subsequently, depending on the end user, and again through the MS SCCM 2007

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infrastructure, the applications and the specific customizations shall be distributed automatically, and the WS shall be delivered in a state ready to be distributed to the end user.

This service shall include all preparation and distribution activities of the basic Coreload image (Operating System, applications and basic configurations, etc.), installation of the most recent updates available for the OS, the creation of the SCCM 2007 software packages for applications and customizations to be distributed automatically, again through the MS SCCM 2007 infrastructure.

The main service activities shall therefore be the following:

- ✓ Preparation of the basic Coreload image to be distributed in order to perform the necessary activities of Patch Management in the Operating Systems and their components (for ex., Internet Explorer, Outlook Express, etc)
- ✓ Preparation of the packets of all applications and customizations to be distributed throughout all the Institute's WSs
- ✓ Automatic distribution of the Coreload image and the basic applications and configurations
- ✓ Automatic distribution of the specific applications
- ✓ Delivery of WS for distribution to the end users
- ✓ Support for the Institute's staff in addressing any problems arising during the delivery of WS to the end users

Further operational activities required:

- ✓ Documentation of all procedures and rules used in providing the service for the Management System
- ✓ Receiving all requests according to agreed procedures and creating required documentation (for ex., service order and ticket update)
- ✓ Tracking process for all significant activities and the results of the service in the implementing of ticket management
- ✓ Installation tests and results
- ✓ Management of all problems relating to software distribution
- ✓ Management of packet conservation on the SCCM 2007 server
- ✓ Delivery of a standard report to the Contracting Authority on activities performed by staff, including the status of each software distribution either in-progress or pending

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The Contracting Authority undertakes to:

- ✓ Issue software distribution requests according to the procedures agreed upon for this service contract
- ✓ Supply all the data necessary for the service provision (for example, software list, configuration parameters, "target" addresses, etc.)
- ✓ Supply all HW and SW applications and products, which must be installed and operational at the time the service is to begin and capable of supporting all activities envisaged in the SW distribution service
- ✓ Supply the Business applications and related installation procedures; in particularly critical cases, the Contracting Authority may demand that service is provided more rapidly than envisaged in the SLA; this shall be done in compliance with a criterion of urgency validated by the Project Manager of the Contracting Authority

Article 9 – Patch Management service

Patch Management shall be entirely managed through the MS SCCM 2007 structure and shall entail identifying the patches to be distributed, downloading them, performing a test on a collection of targets, final deployment and monitoring their successful distribution. The structures capable of performing these tasks are already up and running on the premises of the Contracting Authority. In order for Patch Management activities to be carried out successfully, they should not require more than a half a day to be completed, with the exception of specific critical cases or cases in which a very high number of updates requires distribution.

The service shall include all preparation and distribution activities of the update packets for the Operating Systems present on the premises of the Contracting Authority, using the MS SCCM 2007 servers and applications of the European University Institute.

The specific service levels requires are described in the Articles 15 and 16 regarding the Service Level Agreement (SLA).

The main activities of the service will be:

- ✓ Preparation of SW updates to be distributed in order to carry out Patch Management activities on the Operating Systems and their components (for example, Internet Explorer, Outlook Express, etc.)
- ✓ Organize and distribute packets to inventories PCs

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The systems to which this service will be provided shall be the Workstations with a functioning MS SCCM 2007 agent, and which can be reached by the MS SCCM 2007 distribution server.

Operational activities that must be performed:

- ✓ Documentation of all procedures and rules used in providing the service for the Management System
- ✓ Receiving all requests according to agreed procedures and creating required documentation (for ex., service order and ticket update)
- ✓ Tracking process for all significant activities and the results of the service in the implementing of ticket management
- ✓ Preparation of SCCM 2007 software packages to be distributed
- ✓ Installation tests and results of the tests themselves
- ✓ Distribution of packet to the Workstations, in compliance with the European University Institute's standard procedures
- ✓ Management of all problems relating to software distribution
- ✓ Management of packet conservation on the SCCM 2007 server
- ✓ Delivery of a standard report to the Contracting Authority on activities performed by staff, including the status of each software distribution either in-progress or pending

The Contracting Authority undertakes to:

- ✓ Issue software distribution requests according to the procedures agreed upon for this service contract
- ✓ Supply all the data necessary for the service provision (for example, software list, configuration parameters, "target" addresses, etc.)
- ✓ Supply all HW and SW applications and products, which must be installed and operational at the time the service is to begin and capable of supporting all activities envisaged in the SW distribution service
- ✓ Supply the Business applications and related installation procedures; in particularly critical cases, the Contracting Authority may demand that service is provided more rapidly than envisaged in the SLA; this shall be done in compliance with a criterion of urgency validated by the Project Manager of the Contracting Authority

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Article 10 – SCCM 2007 Server Management service

Structural maintenance shall include monitoring the health status of the systems that make up the Contracting Authority's Microsoft SCCM 2007 infrastructure, in other words performing the necessary operations to ensure that the central server, the parent servers and the distribution points are accessible, possess sufficient disk space and are properly performing. This activity can be a remote activity, connecting up to the central site and opening up the administration console of SCCM 2007. Any problem detected shall be logged and analyzed in detail.

Problems related to inaccessibility of a distribution point or lack of sufficient disk space shall generate an "error" message on the console.

The specific service levels required are detailed in articles 15 and 16.

Operational activities that must be performed:

- ✓ Management and maintenance in a state of efficiency of the Remote Control, Software Distribution, Software Update, Inventory modules of the Microsoft SCCM 2007 infrastructure
- ✓ Server Monitoring
- ✓ Problem management
- ✓ OnSite Problem Resolution
- ✓ Updating the Software of the SCCM 2007 infrastructure in conformity with the technological updating contracts that the European University Institute has signed with software supplier (Microsoft)
- ✓ Centralized updating of the client agent
- ✓ Support to the European University Institute's staff, in solving problems related to Software Distribution
- ✓ Updating the status of calls until completed;
- ✓ Closure of server management calls and notification of calls closure in other services relating to server management closed calls;
- ✓ Supplying a standard report summing up the activities performed by the European University Institute's staff over the previous period, including the status of calls currently being solved or suspended;
- ✓ Compliance with the European University Institute's procedures, and specifically the cyber security procedures;
- ✓ The Company shall perform activities subjected to cyber security procedures only if approved by authorized employees of the Contracting Authority
- ✓ Notify to the IT staff of the Contracting Authority any problem that may have an impact on the End User and inform them of the solution envisaged.

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The Contracting Authority undertakes to:

- ✓ Supply all necessary rights of administrative access to the system and to applications;
- ✓ Supply procedures and verifications of the backup of the SCCM 2007 infrastructure;
- ✓ Supply the patches and fixes of the application software, except for Operating Systems and their components (for example, Internet Explorer, Outlook Express, etc.);
- ✓ Supply software products and their licenses;
- ✓ Supply the tools necessary for the creation and delivery of periodical reports on activities
- ✓ Supply initial configuration parameters;

Article 11 – Software Packaging Service

This service includes all necessary actions ensuring the evolution of an existing and released application so as to meet the requirements of the Contracting Authority and/ or the availability of new releases, hotfixes, functions for which it may be necessary to create a new "software package" to be distributed through the MS SCCM 2007 infrastructure to the Contracting Authority's users.

Activities envisaged relate to the need to adapt the software to the management of new data and/or to modify the functional logic of an existing application. These requirements and estimates shall be formally approved by the Contracting Authority's Project Manager.

The basic steps of the procedure to update software packaging are the following:

I. The Contracting Authority's Project Manager, being the beneficiary of the activity, officially requests that the Company update the software packaging (via call desk, e-mail, telephone etc.), providing all necessary information to formulate the general characteristics of the maintenance operation required.

II. The Company performs the software re-packaging activity, using the resources necessary for the task, and delivering within the time agreed upon with the Contracting Authority.

III. The Contracting Authority, or the structure delegated by it, performs a test in agreement with the Company's expert, and formally accepts the solution implemented

IV. The Company distributes through the MS SSCM 2007 infrastructure the new software packet to the list of users, provided the Contracting Authority's Project Manager.

Software packaging activity shall be performed OnSite, in the IT laboratory that the Contracting Authority has made available for this purpose, and shall involve a yearly average of about 20% of the Application Software listed in Article 14.

The Company must undertake to:

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- ✓ Draw up a plan of project activities and project control, indicating the position within the Company of the human resources allocated, the release milestones, the Hardware and Software requirements, and then submit this plan well in advance to the Contracting Authority.
- ✓ Highlight the impact on the Contracting Authority, both in the planning stage and after the release
- ✓ Monitor technical progress
- ✓ Together with the Contracting Authority, decide on any changes that it may be necessary to introduce to the plan
- ✓ Together with the Contracting Authority, manage any and all critical elements in the project
- ✓ It shall be the Company's task to coordinate the management of project activities and normal maintenance activities within the Software sections (Production, Development and Testing);

The Contracting Authority undertakes to:
- ✓ Define functional and technical requirements
- ✓ Transfer to the Company's Person in Charge all necessary information relating to the project, as a summary of the needs of the end users
- ✓ In agreement with the Company's Person in Charge, draw up a scheduling of activities that meets the needs of end users in relation to release dates and the beginning of production.
- ✓ Certify and approve any and all materials prepared by Company that require formal control and acceptance (functional specifications, technical specifications, materials to be purchased, release plans, training plans, etc.), and to do so in conformity with the agreed time schedule
- ✓ Together with the Company's Person in Charge, manage any and all critical elements in the project

Article 12 – SCCM 2007 Server Monitoring

The Server Monitoring activity shall be carried out based on a specific plan, aimed at proactively assuring the functionality of the Contracting Authority's SCCM 2007 infrastructure. The service shall guarantee standard functionalities, a benchmark for measuring correct functioning and the identification of corrective and preventive actions that can ensure effective functioning.
The specific service levels required are detailed in the Article 15 and 16 regarding the Service Level Agreement (SLA).

Operational activities that must be carried out:
- ✓ Definition of user accesses and their authorizations (local and remote)

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✓ Monitoring of Servers, as well as contacting the Contracting Authority's Project Manager as soon as a new problem occurs.

The Contracting Authority undertakes to:

✓ Provide all necessary support, as well as a list of contacts relating to the Monitoring

✓ Supply all HW and SW necessary for the Monitoring

✓ Supply an initial list of all Servers managed

Article 13 – OSS (On Site Support)

The support service includes the constant supervision of the above-mentioned systems, using the monitoring and control tools described above. If problems arise that cannot be solved remotely, or if problems occur that prevent planned activities, the Company shall intervene OnSite, at the premises of the Contracting Authority, and be solely responsible for solving all problems and performing all planned activities.

The specific service levels required are detailed in the Articles 15 and 16 regarding the Service Level Agreement (SLA).

Operational activities that must be performed:

✓ Management and analysis of the problem, including analysing the nature of the problem and its solution, for all Servers, in relation to the aims of the service

✓ Management of OnSite Support in the Computing Service department, if necessary, in order to provide analysis and/or solution of the problems

✓ If a problem is detected by the monitoring tool, engage proactively to solve it and notify the Contracting Authority's Project Manager

✓ Notify the Contracting Authority's Help Desk and IT experts of any problem that may have an impact on users

✓ Provide OnSite assistance, including identifying the source of the problem and its solution, for the managed Servers;

✓ Problem-solving management;

The Contracting Authority undertakes to:

✓ Provide all support requested and a list of contacts for problem-management

✓ Supply all HW and SW necessary for the solution of the problems

✓ Provide all necessary support to open call to third party Suppliers of non-standard products

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Article 14 – Basic Coreload Image and list of Application Software

Tables 14.1, 14.2 and 14.3 below detail the specifications of the Coreload Image, the basic customizations and the list of Applications to be distributed On Demand.

Table 14.1

Basic Coreload Image
• Windows 7 Professional
• Internet Explore 9.x
• Microsoft XP Mode
• Symantec Antivirus 11.x.x
• SCCM 2007 Client
• Citrix Plug in 12.1
• Java Run Time Environment (6 update 22)
• Microsoft Office 2010 (all components)

Table 14.2

Customizations of the basic Coreload Image (Assigned)
• Adobe Acrobat Reader 10.0.0
• 7-Zip 9.20
• PDF Creator 1.0.2
• Putty
• Text Pad 5.4
• FileZilla 3.3.5

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Table 14.3

List of Application Software on Demand (Published)

- Oracle Client 11.x

- Anagenesis

- FIS

- SUCRE 2.10

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- Adobe Digital Editions

- DataStream

- FireFox 3.x.x

- Millennium 1.6.0

- EndNote X4

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- Gostview/Gum 4.9

- GhostScript 9.0

- Miktex 2.9

- Scientific WorkPlace 5.50 (Build 2960)

- WinEdit 6.0

-

- Eviews 7.0

- Atlas/Ti 6.1

- Gauss 10.0

- Jmulti 4.23

- MatLab R2010 Rel. B

- OxMetrics 6.1

- R 2.12.0

- PASW 19

- Stata 11.1

- Stat Transfer 10.0

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• WinRats 7.0

Article 15 – Service Level Agreement : Service Availability

Startup and Cloning Service Availability
On Workdays **Monday to Friday, from 9.00 am to 6.00 pm. In conformity with the planning schedule agreed upon at the time of Startup**

Maintenance Service Availability
On-Site or Remote, on Workdays **Monday to Friday, from 9.00 am to 6.00 pm, based on the agreed planning schedule**

Maintenance Service means the following services:

- ▪ Patch Management Service
- ▪ SCCM 2007 Server Management Service
- ▪ SCCM 2007 Server Monitoring Service
- ▪ Software Packaging Service
- ▪ OnSite Support (OSS) Service

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Article 16 – Service Level Agreement : Completion times

Type of Service		Service Levels
Automatic cloning of Workstations Service	**Minimum number of distributions per Week**	30 WS/Week
	Completion time for distribution to all WSs	Within 6 months from activation of service
Patch Management Service	**Standard Patch (release on second Tuesday of every month)**	Completion of test and patch release within 5 days - 12 Distributions per year
	Critical Patches	Completion of test and Release within 3 days from publication - 10 Critical Patches per year
Software Packaging Ser vice	**Number of Re-Packagings per Year**	20% of detailed list of Application Software - See Article 14
	Completion time for creation and distribution of new package	Maximum 3 days from date of request – Activity to be performed OnSite
MS SCCM 2007 Server Management Service (Server Management, Server Monitoring)	Uptime for SCCM 2007 services - minimum 95% during hours of availability of service	
OSS and **Problem Management**	Response time: max. 8h on 95% of tickets Resolution time: max. subsequent 12h on 95% of tickets	

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TITLE III
OBLIGATONS AND COSTS IN IMPLEMENTING THE CONTRACT
Article 17 – Obligations and costs to be borne by the Company

The Company undertakes to shoulder any and all liability for injury or damage to persons or property that may occur in relation to the fulfillment of the contract, whatever the nature or the cause.

The Company shall also be entirely liable for all risks of loss, theft and damage in transport and while on the premises of the Contracting Authority, for the entire duration of the contract, except for those risks of loss and damage that can directly be blamed on the Contracting Authority. The following are equally the liability of the Company:

- all costs and risks connected to the provision of services that are the object of this tender, and to any activity needed for ensuring such provision, or that may be necessary in order to fully comply with all obligations, including any transportation costs for human resources required for contract implementation;

- all costs for insurance of the Company's employees engaged in providing the services that are the object of these tender specifications;

- strict observance of all provisions in current laws, agreements and regulations concerning labour contracts and safety provisions, prevention of occupational injuries, non-voluntary unemployment, disability, retirement and all other provisions in force at the time of implementation of the tender;

- in implementing the tender, to adopt all procedures and all cautionary measures aimed at preventing any damage to public or private property, and especially injuries to working personnel and to third parties, in strict observance of existing laws. Any injuries to persons or damage to property, due to installation of the equipment or due to actions by the Company's employees, shall be entirely the liability of the Company, while no responsibility shall be shouldered by the Contracting Authority;

- waste disposal of all materials, including packaging materials and/or containers used during the delivery of goods;

- cleaning and/or repair at the Company's expense of any premises, rooms, furniture, doors and windows, floors, which may have been accidentally soiled or damaged during delivery of goods; final decision as to repair or cleaning will be decided by the person(s) appointed by the Contracting Authority as supervisor;

It is the duty of the Company to re-do any work that the Contracting Authority's Project Manager considers as being performed in an unsatisfactory manner.

Any amount due for any of the costs and obligations listed above shall be calculated into the overall price offered by the Company in its bid.

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Article 18 – Person in Charge of the service

When the contract is signed, the Company shall communicate to the Contracting Authority the name of the Person in Charge of implementing the contract, who must be contactable at all times and who shall be the sole interface with the Project Manager of the Contracting Authority.

TITLE IV
PENALTIES

Article 19 – Breach of contract and penalties

Except for cases in which the law specifies otherwise, the Contracting Authority shall uphold compliance with the clauses agreed in these Tender Specifications by reserving the right to apply the following penalties, over and above reimbursement for any expenses incurred in ensuring that its activity could continue effectively and regularly:

a) delayed delivery of the StartUp and Automatic Cloning Service, except for causes of Force Majeure or causes attributable to the Contracting Authority, the Company shall be charged a penalty of €200 (two hundred/00) per working day of delay for each PC

b) non-compliance with the time schedules agreed upon in providing Maintenance Service as defined by the Service Level Agreements, drawn up jointly with the Contracting Authority, and detailed in Article 16, the Company will be charged a penalty of €200.00 (two hundred/00) a day for each working day of delay

The above-mentioned penalties shall be issued under the form of debit notes and deducted directly from the agreed payment.

Should the amounts due to Company not be sufficient to cover the entire amount of penalties (applied for any and all reasons) as well as the reimbursement of expenses incurred by the Contracting Authority, the Contracting Authority shall avail itself of the performance bond provided as a guarantee by the Company at the moment of signing the definitive contract.

The application and/or payment of penalties in no way exonerates the Company from fully complying with the obligation it had breached.

TITLE V
PRIVACY AND COPYRIGHT LAWS
Article 19 – Privacy on data and information

The Company undertakes to observe – and ensure that its employees, collaborators or representatives observe – the criteria and all principles enunciated in the internal regulation of the Institute on the treatment of personal and sensitive data, that can be accessed at http://www.eui.eu/AboutTheWebsite/DataProtection.aspx as well as secrecy relating to all data – economic, financial, statistical, or relating to assets/liabilities or to natural persons or of any other kind - that the Company may gain access to during the execution of the contract. In no case shall the use, collection or unauthorized dissemination of the above-mentioned data be allowed: the penalty for such

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action shall be the immediate termination of the contract and the application of a penalty charge for the damage caused by such unauthorized and improper use of data.

Article 21 – Patents and copyright

The Contracting Authority accepts no liability should the Company make use of devices and/or technical solutions patented or registered by others in the course of the implementation of the tender.

The Company undertakes to relieve the Contracting Authority of any liability in case of any kind of claim, charge, or lawsuit by anyone, including claims for loss or damage lodged by any person(s), as well as any charge for expenses incurred, in relation to breach of copyright laws.

Each party undertakes to immediately advise the other of any claim or action on the part of third parties in relation to disputes of the above-mentioned type, as soon as it learns of it.

TITLE VI
ACCIDENT PREVENTION AND SAFETY IN THE WORKPLACE REGULATIONS
Article 22 – Safety provisions

In order to guarantee safety in the workplace, the Company is obliged to comply strictly with all aspects of the law providing for the improvement of health and safety of workers, as envisaged in Italian Legislative Decree 81/2008 and subsequent amendments.

As far as the service provided for in these Tender Specifications is concerned, no special hazards can be detected of the sort that would require the application of DUVRI (Documento Unico di Valutazione dei Rischi – single document of risk evaluation), as envisaged in Article 26, para 3, of Italian Legislative Decree 81/2008.

The Company shall provide all workers with Individual Protection Devices (Dispositivi di Protezione Individuali - DPI), to ensure that all work can be performed in safety.

TITLE VII
PRICES AND PAYMENT TERMS
Article 23 – Invoicing

The Institute is a teaching centre with a decentralized administrative structure managing many internal projects as well as externally financed activities, by both public and private sponsors. The Company undertakes to comply fully with the analytic invoicing procedures required by the Institute, issuing invoices – if and when instructed to do so - for specific cost centres or activities.

Payments will be made monthly by bank transfer (R.I.D - Rapporti Interbancari Diretti) via the Contracting Authority's bank, within 60 (sixty) days from receipt of invoice.

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The Institute is exempt from Value Added Tax on services and goods purchased for its own activities for amounts higher than € 258,23 pursuant to Article 72, para 3, of D.P.R. 633 dated 26/10/1972 and subsequent amendments.

Any penalties for non-compliance shall be deducted from the invoices to be paid.

Article 24 – Periodic price adjustments

The amount agreed upon in the contract shall remain fixed and unchanged, and shall not be subject to any type of price adjustment.

TITLE VIII
ADMINISTRATIVE AND CONTRACTUAL COSTS

Article 25 – Signing of contract

The Company awarded the tender is obliged, prior to signing the contract, to pay for all costs incurred in drawing up and finalizing the contract itself, within a deadline which shall be communicated to the Company by the Contracting Authority.

The contract will be signed at the premises of the Contracting Authority.

Article 26 – Declining the award of the contract

Should the Company awarded the tender decline to accept the contract, it shall have no right to retrieve its bid bond, and shall undertake no action to that end. Should it attempt to do so, the Contracting Authority shall protect its own interests by all legal means, including lodging a damages claim.

Article 27 – Withdrawal from contract by the Contracting Authority

In compliance with Article 1671 of the Italian Civil Code, the Contracting Authority may withdraw from the contract, even after service provision has begun, on condition that it refunds the Company for all expenses incurred, compensates it for all work done, and for loss of earnings.

Article 28 – Termination of the contract by the Company

Should the Company decide to rescind the contract before its expiry date, without just reason or cause, the Contracting Authority reserves the right to withhold, by way of a penalty, the entire performance bond, as well as charging the Company for any and all additional costs that are incurred by having to entrust the service to another supplier, as damages compensation.

In such a case, no amount is due to the Company for any investments it may have made in order to implement the contract.

Article 29 – Warning notice to fulfill contract – *De jure* termination of contract

If the services provided are not in full compliance with the tender specifications, the Contracting Authority has the right to refuse the services and to issue a warning notice – sent by registered letter – demanding that the Company comply with its contractual obligations, establishing a strict deadline (no more than 15 days later) within which the Company shall provide services in compliance with the

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instructions received. Should the Company not fulfill its obligations within expiry of that final deadline, the contract shall be deemed terminated *de jure*.

Article 30 – Other cases of contract termination

Should the Company be found in serious, or repeated, breach of its contractual obligations, the Contracting Authority shall have the right to rescind the contract, after sending an official registered letter with acknowledgment of receipt to the Company; contract termination shall carry with it all the consequences envisaged in the law, including the Contracting Authority's right to award the contract to third parties at the expense of the Company at default, over and above the application of all penalties due. In any case, the Contracting Authority shall not pay for any goods or services not delivered or not delivered according to contractual terms.

The parties agree that, over and above the general provisions of Article 1453 of the Italian Civil Code in cases of breach of contractual obligations, the following events also constitute fundamental breaches of contract and lead to contract termination, pursuant to Article 1456 of the Italian Civil Code:

a) initiation of insolvency proceedings;

b) winding-up or sale of the Company's activity;

c) reiterated breaches by the Company's staff;

d) fraud in providing the service;

e) failure to observe the prohibition to subcontract;

f) proven breach of laws on accident prevention, safety in the workplace, and compulsory insurance for employees;

g) unexplained stoppage of service provision;

h) violation of the laws on product guarantees;

i) violation of patents, copyright and general property rights of third parties;

j) even partial transfer of the contract;

Article 31 – Bid bond and performance bond

As a guarantee of their bid, tender candidates must submit, together with their offers, a provisional bid bond for an amount equivalent to 2.5% of the presumed value of the tender, issued according to the specifications given in the Open Invitation to Tender. This deposit will be returned to the Company that is awarded the tender once the Company has submitted its definitive guarantee, a performance bond equivalent to 5% of the value of the contract. Unsuccessful candidates will have their bid bonds returned within 30 days from the adjudication of the tender.

As a guarantee of full compliance with contractual obligations, the Company awarded the contract shall issue a guarantee or a performance bond equivalent to 5% (five per cent) of the presumed value of the contract, in one of the following ways:

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- deposit account with the Contracting Authority's bank, Cassa di Risparmio di Firenze Main Branch, current account no. 69156/00 - IT 75Z0616002800000691156C00, in the name of Istituto Universitario Europeo, in cash or State bonds, which can only be withdrawn with written approval of the Contracting Authority;

- a bank guarantee or insurance policy or a policy issued by financial brokers included in the special register provided for in Article 107 of Italian Legislative Decree 385/93 and subsequent amendments. This guarantee must remain valid throughout the duration of the contract, it must expressly provide for waiver of the right to enforce prior payment from the main debtor, and become operational within fifteen days upon a simple written request by the Contracting Authority.

The Contracting Authority, while reserving the right to claim further damage compensation, shall immediately revoke the tender award from the Company that fails to submit a guarantee or performance bond according to the terms described above. The Contracting Authority shall also take possession of the defaulting Company's bid bond. The performance bond, once regularly issued, shall remain non-redeemable not only until expiry of the contract, but also until any and all dispute and controversy regarding the contract is definitively resolved.

Article 32 – Insurance policies

In relation to all obligations deriving from acceptance of the Tender Specifications, the Company expressly releases the Contracting Authority from any and all liability in cases of injuries or damage that may be incurred by persons or property, belonging to the Contracting Authority, to the Company, to third parties, and having occurred in relation to activities performed in fulfilling contractual obligations.

To this end, the Company undertakes to enter into an agreement with a prime Insurance Company, to provide for RCT/RCO (liability towards third parties and workers) insurance policies, stating specifically that the Contracting Authority is to be considered to all intents and purposes a third party.

The Contracting Authority is further exempt from any liability for damage, injuries or any other negative event affecting the employees of the Company, during the implementation of the contract, including events that are the responsibility of the users of the service, since it is agreed between the parties that any damage compensation is already included or covered by the terms of the contract.

Copies of the insurance policies shall be delivered to the Contracting Authority at least ten days prior to the signing of the contract.

Article 33 – Subcontracting or transfer of the contract

It is forbidden to subcontract the provision of service disciplined by these Tender Specifications.

Should this prohibition be violated, the contract shall be deemed terminated *de jure*, without prejudicing the right of the Contracting Authority to obtain compensation for any damage and expense incurred.

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TITLE IX
FINAL PROVISIONS

Article 34 – Contractual expenses

Official stamp duties and contract registration costs, as well as all tax duties, present and future, of any nature, shall be borne by the Company.

Article 35 – Mediation

Any disputes or controversies between the Company and the Contracting Authority regarding the interpretation and correct implementation of contractual terms that cannot be solved by direct agreement between the parties shall be submitted, within ten days, to an *ad hoc* and jointly designated Mediator.

The Mediator's duties shall be to conduct an effective, impartial and competent mediation, regardless of his profession or title in the Member State concerned, and regardless of the manner in which he is appointed or invited to conduct the mediation. The Mediator shall issue a decision within 5 working days.

The Mediator shall abide by the European Code of Conduct for Mediators.

Should the Mediator's proposed settlement be considered unsatisfactory, the parties to the dispute may – within four weeks – activate the Arbitration procedure envisaged in the following Article.

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

Article 36 – Arbitration

To begin an arbitration procedure, each of the parties shall appoint an Arbitrator and the two persons thus designated shall appoint a third Arbitrator.

The Arbitration Body's decisions are taken by majority.

Costs of Arbitration shall be borne by the party that loses the case.

Article 37 – Processing of personal data

Personal data shared by companies submitting bids for this tender shall be processed by the Contracting Authority in full compliance with the provisions envisaged in Italian Legislative Decree 163/2006, in a fair and lawful manner and exclusively for the purposes of these tender proceedings.

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Article 38 – Legal framework

For any aspect not disciplined, indicated and explained in these Tender Specifications, as far as rules governing the relations between the parties and the obligations and duties of each, shall be governed by the provisions in the Italian Civil Code and any other relevant and applicable law or regulation in force.

Article 39 – Project Manager in charge of the procedure

The Project Manager in charge of the procedure is Dr. Giorgio Accorsi, in service within the European University Institute's Computing Service.

The Project Manager shall be responsible for all relations and communications with the Company that is awarded the Tender on any aspect concerning the implementation of the contract, and will supervise the strict observance of all contractual obligations, and will enforce any coercion measures or penalties that may need to be applied.

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