



REAL ESTATE & FACILITIES SERVICE

OP/EUI/REFS/2021/003

Special tender specifications for the in-house management of the
European University Institute Print Shop



YEAR 2021

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CHAPTER I – GENERAL INFORMATION REGARDING THE TENDER

Article 1 – Presentation of the European University Institute

The European University Institute (EUI) is a postgraduate and post-doctoral research institute in the field of social sciences, established by a Convention dated 19 April 1972, (Law no. 920 of [23/12/1972](#) published in the Official Journal no. 19 of [23/01/1973](#)) ratified by the Member States of the European Community to provide advanced academic training to PhD researchers and to promote research at the highest levels. The Convention setting up the EUI includes the “Protocol on the Privileges and Immunities of the EUI”.

The EUI Community numbers about 1.300 members. Researchers, academic and administrative staff are for the most part – though not exclusively – citizens of Member States.

The EUI's headquarters are at the Badia Fiesolana, Via dei Roccettini 9, in San Domenico di Fiesole (near Florence, Italy).

For more information, please see the EUI's official website at www.eui.eu.

Article 2 – Definitions

“Company” and “Contractor” mean the company to which the tender has been awarded and to which the provision of the services object of these Special Tender Specifications (S. T.S.) is entrusted. “Tenderer” refers to the company that presents a bid.

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

Article 3 – Object of the tender

The present call for tenders concerns the in-house management of the European University Institute internal Print Shop located in Via San Domenico 5 Firenze, that manages the production of printouts and documents by the administrative and academic departments of the Institute as better identified in Article 8 of these Special Tender Specifications.

The above service must be rendered by the Company awarded with 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, if an improvement, by the Company in its bid.

Article 4 – Duration of contract

The duration of the contract is established as 5 (five) years from the date 01/07/2021.

If, when the contract has automatically lapsed, the Contracting Authority has not yet awarded the provision for the following period, the Company will be obliged to continue their provision for a period of 6 (six) months at most, under the same contractual conditions in force when the contract expired.

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The initial 6 (six) months of the service contract will be intended as a trial period in order to allow the Contracting authority to reach a broad and overall assessment of the partnership. At the end of this period, if the Company, in spite of repeated warnings, does not prove trustworthy and professional, the Contracting authority is entitled to recede from the contract with a 15 (fifteen) day notice that will be sent to the Company via registered letter with acknowledgement of receipt.

Article 5 – Estimated value of the contract

The presumed value of the contract for a period of five (5) years is estimated at € 729.000,00 (seven hundred and twenty-nine thousand/00), excluding V.A.T of which € 629,000.00 (six hundred and twenty-nine thousand/00) refers to the management of the Print Shop and € 100,000.00 (one hundred thousand/00) to the external production of the institutional printed material as per the example list attached (Annex L).

This amount was calculated considering the costs incurred in the five-year period 2015-2019, plus those resulting from changes made to the service, such as the addition of a part-time employee with graphic skills, the re-modulation of the copies and the external production of institutional printed matter. This applies solely for the purposes of determining the estimated total value of the contract and does not bind the Contracting Authority to reach the total amount referred to above since these needs may change over time in relation to variations in factors that are not accurately foreseeable. For this reason, the Company cannot expect anything more than payment for the services rendered at the agreed prices and conditions.

More specifically, such estimate includes the cost of the in-house personnel employed at the EUI Print Shop, the cost of photocopies and colour and black and white prints and that of printing paper, the all- inclusive rental of black and white and colour photocopiers provided by the Company for the production of print jobs, the all-inclusive rental of the digital platform processing the online requests submitted by final users, the provision of a desktop publishing area at the disposal of the in-house personnel, the routine and emergency maintenance of the machines loaned for use by the Institute and the cost of all the necessary supporting materials (papery, toner, glue, library binding tape, points, spirals, etc.) and everything necessary to carry out the service in compliance with the provisions of these Specifications.

Article 6 – Increases and decreases in service requirements

The Contracting Authority, during the period of validity of the contract, reserves the right to modify some contractual conditions in compliance with the provision of Article II.8.1 of the draft contract. In particular, the quantity of copies and prints in b / w and colour may be subject to revision. Therefore, on the basis of the rent and the copy cost offered in the tender, the contractual consideration may be proportionally modified on the basis of the actual volumes produced.

Article 7 – Obligations to be borne by the Contractor

The Contractor will be responsible for all the obligations linked to the supply described in this document, in compliance with the regulations in force with regard to health, safety and hygiene in the workplace.

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The Contractor will respond directly to the Contracting Authority itself for any damage caused to persons and/or belongings. Any form of compensation will be covered entirely and exclusively by the Contractor itself.

The Contractor will not involve the Contracting Authority in any damage or criminal responsibility caused to third parties and/or belongings, directly or indirectly, even when these occur as a partial or indirect consequence of the services conferred to it.

The Contractor commits himself to take out a liability insurance against risks and damages relating to the implementation of the Contract whose value is not lower than € 1.500.000,00 (one million and five hundred thousand/00) and that is valid for all the duration of the execution of the service. As an alternative, the Company can prove to be already in possess of a liability insurance of the same type. It is agreed that the existence of such liability insurance and, therefore, its validity and efficacy is essential. In case the Contractor is not able to prove the afore-mentioned insurance coverage, the Contract will be terminated automatically and the Contracting authority will have the right to keep the performance guarantee submitted by the Company, without prejudice to compensation.

CHAPTER II - DESCRIPTION OF THE SERVICE

Article 8 – Description of the service and minimum requirements

8.1 Object of the service

The object of the present “in-house outsourcing” service is management of the production cycle which consists of accepting, validating, producing, finishing and delivering all the printed matter required by the Contracting Authority. The articles which follow detail the characteristics and the content of this service, whereby the Company supplies and maintains its own equipment, maintenance of machinery loaned for use by the EUI, of the software application for the submission of printing requests and supplies consumables including paper-based support as needed, technical support and staff.

In order for bidders to better understand the type of works provided by the EUI Print Shop, a list summary of the kind of documents produced indicating, as an illustrative yet not binding example, the quantity and requested finishing is contained in Annex H and, in addition, a paper samples catalogue will be available for consultation at the site inspection.

Considering the peculiar researching activities pursued, the Institute, with regard to the production of some type of institutional print jobs that cannot be produced in its internal Print Shop, reserves the right to turn to suppliers different from the Company that will be awarded with the tender, without this affecting the estimated value of the object of this procurement procedure. These kind of print jobs are identified in Annex L and, although the candidates are requested to provide an estimation.

In view of the type of performances and the high quality of the service requested, it is deemed necessary that at least two workers are employed at the EUI Print Shop one full time from 8.30 until 17.30 and the other

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with certified graphic skills part-time 9.00 to 13.00, from Monday to Friday, on pain of exclusion from the call for tenders.

Should the personnel made available for undertaking the service not be deemed enough, the Company will increase its number as far as it is necessary in order to guarantee the time and manners of execution of the service with no additional costs for the Institute.

In occasion of the preparation of the working documentation for the High Council and Budget committee, that usually take place twice per year and/or in case of special institutional events, the Company is required to provide the telephone number of an operator that is available to guarantee, in the need of the hour, the continuity of the service after the regular working schedule.

The bidding price offered for the volume of copies produced by the Print Shop and is intended as an all-inclusive 'per copy' price, including recycled and/or natural paper, for an annual number of passages estimated at about 1.300.000 (one-million three hundred thousand/00) copies and/or prints, of which 750,000 (seven-hundred fifty thousand) for b/w production and 550,000 (five-hundred fifty thousand/00) for colour production.

The bidding price offered is to include:

- the installing 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;
- the use of the equipment and machinery provided by the Company;
- the supply and maintenance of the software application, as described in point 8.4 below, for the procession of print requests;
- routine and emergency maintenance of all the equipment and machines belonging to the Contracting Authority and loaned for use to the Company to perform the service and described in Annex I;
- 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;
- the cost of the text and cover stocks (paper, card, plastic laminate) binding spines and spirals, glue for the paperback binder and anything else necessary to offer a professional service;
- the presence of two operators, one of whom must have sound knowledge of the Adobe Creative package as per Article 8.3 below;

With the aim of reducing the number of passages, the quantities of copies and/or prints indicated in the previous paragraph should keep into account the optimization of the print formats by using the step and repeat function for providing the layout.

At the end of the year, the company awarded with the tender will have to consider, for the purpose of calculating the total number of copies and prints produced in the period in question, the compensation between the volume of copies and prints produced in black and white and those produced in colour.

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The Company will perform its duties in order to guarantee a constant and adequate level of the service provided.

Should the responsible officer of the Contracting Authority judge the quality of a job produced not compliant with the request and /or not sufficient, this product may be refused and must be done again at no additional cost for the Institute.

The Company will switch off, at the end of the day, all the machinery present in the Print Shop, on pain of a penalty as foreseen at Article 12 of this S.T.S.

By the 5th day of the following month, the tenderer will produce a purpose-designed monthly report (importable into a Microsoft Excel environment) summarizing the overall output of the previous month, broken down by individual user, group or cost centre, which supplies all information useful to the Contracting Authority to monitor the volume of the contractual work performed. The responsible officer of the Institute must be able to access and download such reports.

The Institute reserves the right to not proceed with the payment of the copies that are not duly documented in the reports.

Quarterly, and in any case any time it appears necessary, there will be meetings among 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.

8.2 - Premises

The Contracting Authority will grant the Company, for the rendering of the contracted services, the use in bailment of the premises located in Via di San Domenico 5 (Florence), whose area is about 90 square metres, for the entire duration of the contract. The premises are compliant with current legislation and contain the equipment detailed in Annex L 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, cleaning, telephone bills and maintenance of the premises estimated at € 70 per square metres.

Should the Contracting Authority deem it possible, the above mentioned premises and the equipment given on loan for use, 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, paedo-pornography and politics.

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8.3 - Personnel

The service must be run by the Company's own suitably trained staff and must be guaranteed during the days the Institute is open, which may differ from the working days of the Italian calendar (see Annex C), with hours from 08.30 am to 1:00 pm and from 2:00 pm to 5:30 pm (8 hours daily for 5 days a week).

The Company shall ensure the presence of two operators, exclusively available to the Contracting Authority, as specified in the following paragraphs. The operator who will be tasked with validating requests sent to the Print Shop via the dedicated IT platform must verify that these conform to the corporate identity and also interact with users to provide assistance and advice on graphics for all those jobs that differ from the prearranged templates. He/she must be present on the Print Shop premises every day for 4 hours a day from 9:00 am – 13:00 pm.

In case there is a need to extend the daily presence of the part-time operator, the company will have to compensate the additional hours with those of the following months. The Institute reserves the right not to request the services of the part-time operator for the first 4 months of the contract and in this case the Company will have to deduct the cost of this employee from the monthly fee.

The other operator must ensure the presence every working day from 8:30 am to 5:30 pm.

The staff employed for the service must have documented long-term experience in the field of documentary reproduction which allows them to independently deal with all the stages of the reproduction process, from prepress to digital printing and finishing. In particular, the operator tasked with validating the jobs sent via the dedicated web platform, verifying that it conforms to the corporate identity, and who will have to interact with users to support them and give them advice on any graphics that their request involves, must have sound knowledge of the Adobe Creative package and an adequate knowledge of English in order to communicate effectively with the Institute's international users.

These requirements will be considered during the technical evaluation of the offer and for this reason must be documented clearly in each operator's CV.

The Company shall ensure immediate replacement of staff during periods of planned absence (holidays, leave, etc.) and in cases of illness or unforeseen absences, by other staff already suitably trained to meet the demands of the contract.

For the service in question, the Company must use individuals who can maintain a fair, reserved, correct and willing demeanour in collaborating with other operators and especially with users.

Company staff must come to work wearing a presentable uniform for the particular work to be carried out, with a special ID card and fully aware of the way in which the service is to be carried out as well as knowledge of the workplaces.

The Contracting Authority has the right to ask the Company to dismiss any staff who, during the execution of the service, have generated grounds for complaint or have adopted inappropriate workplace behaviour. In

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such a case, the Company shall replace the unacceptable employee no later than five days after receiving a formal request.

The in-house personnel will observe rules of strict confidentiality regarding facts and circumstances that he/she may have become acquainted with in the performance of his/her duties, in full compliance with the existing laws as well as in observance of the Institute's own internal regulation, which can be consulted at <https://www.eui.eu/About/DataProtection>

The in-house personnel will have access to the premises of the Institute and is required to observe all existing safety and security rules, including the Institute's internal Safety and Security Policy, which can be consulted at <https://www.eui.eu/About/SafetySecurity>

The Contractor is further liable for the personal safety of its employees: it will provide members of its staff with all necessary information and training, and will hold the Contracting Authority harmless, exempting the Institute from any liability or consequence of any accident that may occur during the performance of the services that are the object of this tender.

In its relationship with all staff members engaged in providing the services, the Contractor will apply contractual and remuneration conditions that are at least equivalent to those envisaged by the applicable national collective labour agreements, valid at the time of signing the Contract, as well as any conditions that may be introduced by later amendments and improvements and, in general, by any other successive collective labour agreement for the relevant category of workers valid in the Province of Florence.

The Company will furthermore continue to apply the conditions of the collective agreements even after their expiry, until they are replaced or renewed. These obligations will be considered binding for the Contractor, even if the Company is not a member of a professional association that has signed the collective agreements or has resigned from one.

Should the Contracting Authority ask for it, the Contractor will submit all necessary documentation proving that the treatment – in terms of salary conditions and social security contributions – of its employees engaged in the service for the EUI is in full compliance with the conditions agreed upon. Should the Contracting Authority find that the Contractor is in violation of the labour laws, it will first communicate its findings to the Contractor and then report the matter to the Labour Inspectorate competent for the question. It will further reserve the right to enforce and take possession of the performance bond, and the Company will be obliged to produce a new performance bond. The sum taken over by the Contracting Authority will only be returned when the Labour Inspectorate declares that the Contractor has remedied its violations of the labour laws.

The Contractor will ensure that services are correctly provided under all circumstances, with the sole exception of circumstances of force majeure (see Article II.11 Annex G – Draft Contract).

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8.4 – Machinery requirements and software application for the submission of printing requests

Photocopiers

The service management of the Print Shop will be carried out by using machinery fulfilling, pain the exclusion from the call for tenders, the requirements envisaged by the legislation on security in force at the time of submission of the tender and the rules that might entry in force during the validity of the contract. The materials used by the machinery must be non-toxic and un-harmful for the health of the users. The photocopiers that the Company intends to install must guarantee high qualitative standards and be able to handle daily production peaks of 10.000 (ten thousand) copies which may occur during the period of validity of the contract.

The photocopiers proposed for the reproduction of documents must satisfy the following minimum requirements:

Machine for black/white work

- Print resolution: 1200X1200 dpi
- Format of paper that can be fed in: 330X487mm.
- Able to print on stocks between 80 and 300 gsm
- Paper feed capacity 7.000 sheets
- Automatic duplex on all weights
- Print size: 320X480 mm.
- Colour scanner with auto document feeder
- Scanner speed: 200 pages per minute double-sided
- External print controller
- Supported file formats: Adobe PostScript, PDF e MS Office
- Other functions: booklet finisher, saddle stickle finisher up to 20 sheets, double feed cover inserter tray

Machine for colour work

- Print resolution: 2400X2400 dpi
- Format of paper that can be fed in: 330X487mm.
- Able to print on stocks between 80 and 350 gsm
- Automatic duplex on all weights
- Paper feed capacity 7.000 sheets
- Print size: 320X480 mm.
- Colour controller EFI Fiery
- Paper trays: Air paper feed assisted gripping
- Print register: Registration accuracy in front of back +/- 0.5 mm.
- Other functions: booklet finisher, saddle stickle finisher up to 25 sheets

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Considering the rapid development of technology in this field, the Contractor will guarantee that all the machinery and software applications implemented correspond to the most technologically advanced models on the market and are the most adequate and compatible with the needs of the Contracting Authority.

Concerning the removal of all waste/spent materials (for example: toner, developer, etc.) deriving from the use of the equipment, the Company will guarantee to be compliant with the requirements envisaged by the current legislation regulating the transportation of toxic and harmful waste and display, on request of the Institute, the declaration of correct discharge of waste according to the related legislation.

The machinery used by the Company will be properly fitting in the premises loaned for use by the Contracting Authority.

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

Desktop publishing station

The Company must provide a workstation to perform desktop publishing activities with the following characteristics:

- IMac 21,5 inch
- 256GB storage
- Magic Keyboard with numeric keypad + mouse
- Adobe Creative suite (cloud subscription included updates)

It will be the responsibility of the company to replace the equipment in the event that the same is no longer able to support updates.

Software Application for the submission of printing requests

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.

The software currently in use is Digital Store Front licenced by EFI, whose functions are better described in Annex N. Should the Tenderer provide software other than that currently in use, the Company shall still be responsible for a full upload of the “templates” and “configuration” of the current software, the various models prepared for the most frequently recurring jobs (business cards, thesis covers, handouts, etc.).

In particular, the 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 duly defined in agreement with the Contracting Authority;

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- 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 will be allowed to print a copy of the submission request to be attached to the document, that will be delivered to the Print Shop by the EUI internal post service;
- submission of requests of payment allowing to specify the centre of cost of the requester;
- any approval or refusal by the Print Shop operator employed for this function, of jobs sent by e-mail to the applicant and/or other users in an automatic and customizable manner;
- online monitoring of the status of the print job submitted by the user (job accepted, refused, in progress, etc.);
- possibility to insert in the system the initial quantities of pre-printed documents and check the level of the related stockpile.

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 routine and emergency maintenance including updates, without any additional charges for the Contracting Authority.

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

In addition, if the Company offers a computer platform different from the current one, it must instruct the Contracting Authority's users how to use it and compile a users' manual in English to be made available on the Institute's web page describing the service

The Company agrees to provide all the H/W and S/W updates in order to guarantee the quality of the service. It is the Company's responsibility to assure that the offered technical solutions are compliant with the technological evolution of the clients and the infrastructure of the Contracting Authority, in a timely manner, with no additional costs for the Institute.

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8.5 – The uninstalling and removal of the equipment supplied by the company at the end of contract

At the expiration of the contract, or when it is terminated by the Contracting Authority, the Company is bound to uninstall and remove all the equipment and machinery supplied at its own expenses, with no additional costs for the Institute, and to return, within 2 days from the expiration/termination date of the contract, of the premises used for providing the service in the same condition as they were at the start of the contract, except for regular time deterioration.

8.6 – Equipment and machinery loaned for use by the contracting authority

The equipment and machinery present in the Print Shop premises are loaned for use by the Contracting Authority to the Company awarded with the tender in order to provide the service object of this procurement procedure. All the equipment and machinery, as described in detail in Annex I, are in compliance with the minimum-security requirements foreseen by the current legislation and in good maintenance conditions.

The Company will undertake the routine and emergency maintenance of the afore-mentioned equipment and machinery, in accordance with any major change in the current the legislation on security that may occur during the period of validity of the contract.

8.7 Manner and timing for fulfilling printing request

Printing requests are submitted to the Print Shop by using the appropriate digital platform, or in the event of it malfunctioning, by means of an e-mail to the address given on paper and/or storage media such as CDs, DVDs, pen drives, etc..

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 (verification of compliance with the Institute's "*corporate identity*") and accepted by the Company's operator, the jobs must be completed within 1 (one) working day;
- **Average** - From the moment of approval (verification of compliance with the Institute's "*corporate identity*") and accepted by the Company's operator, the jobs must be completed within 3 (three) working days;
- **Low** - From the moment of approval (verification of compliance with the Institute's "*corporate identity*") and accepted by the Company's operator, the jobs must be completed within 5 (five) working days;

In the case of great urgency, the request will be notified straight to the Company's operator and it must be fulfilled within 4 (four) hours.

The current timing for fulfilling the requests submitted to the Print Shop is the following:

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- **60%** of print jobs are produced and delivered in 2/3 days;
- **30%** of print jobs are produced and delivered in 1 day;
- **10%** of print jobs are produced and delivered in within a day's time.

In the case of requests submitted through the dedicated platform (DSF), the timeframe to satisfy the request starts from the acceptance of the work by the Company's operator and ends when the operator leaves the work in the appropriate container inside the Print Shop. The material produced shall be physically delivered by the Institute's in-house mail service.

In case of requests submitted by paper format, the timing for fulfilling the requests starts running from the actual receipt of the documents by the personnel of the Print Shop and ends by the moment the Print Shop operator drops the finalised print job in the outward mailbox of the Print Shop from where it will be collected and delivered to the requester by the internal postal service of the Institute.

Both in case of submission by paper or digital/electronic format, the reception of the request for a print job will be assessed by the issue of a receipt taking note of the date and time of arrival of the documents at the Print Shop, the name of the requester, the place of delivery, the date and time of the deposit in the outward mailbox of the Print Shop from where it will be collected and delivered to the requester by the internal postal service of the Institute.

In case of malfunctions or interruptions of the software application, that allows users to send requests for print jobs to the Print Shop, the Company will intervene within 2 (two) hours from the notification in order to reactivate the functionality of the service.

Whether the timing for reactivation of the functionality of the software application is longer than usual, even because of reasons that do not depend on the personnel provided by the Company, the latter should set up, in agreement with the responsible officer of the Contracting Authority, an alternative system allowing final users to submit their printing requests to the Print Shop.

The *modus operandi* for requesting printed matter that cannot be produced within the Print Shop will be agreed later with the Communications Service responsible for assuring institutional corporate identity.

8.8 – RULES FOR USE OF THE CORPORATE INFRASTRUCTURE AND NETWORK

The Company shall arrange, at its own expense, and using its own hardware and software, for the preparation and launch of the proposed IT solution, guaranteeing for the whole duration of the contract, its compatibility with the Contracting Authority's technological environment and IT equipment, including all routine maintenance work required, without any additional charge for the Contracting Authority.

The entire system put into operation by the Company shall be based on the Contracting Authority's network infrastructure and become part of a logical virtual LAN (VLAN).

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This VLAN will be connected to: the server hosting the information app for the submission of orders, the printers and photocopiers, as well as the operator's workstation without any filters. The Institute reserves the right to protect other customer networks.

The activation and management of the VLAN as well as the assignment of the IP addressing plan of the devices connected to it will be carried out by the Institute's IT service, with which all the activities necessary to activate the service shall be planned. Any changes to the IT architecture must be communicated to and authorized by the Contracting Authority.

To access the network, only the network points authorized by the Contracting Authority shall be usable; installation of network devices directly connected to the university network in order to extend it will not be permitted (for example: hubs, routers, switches or access points), nor will the use of modems for communication with the outside from machines connected to the Contracting Authority's network.

The Institute's network use policy is described in detail in the following link:

<https://www.eui.eu/ServicesAndAdmin/ComputingService/Network>

If necessary, a virtual private network can be set up by the Contracting Authority to allow connection from outside in a secure way to the server where the service data are stored and archived.

The Contracting Authority must not install any of its own software on equipment supplied by the Company. Instead, the following will be provided:

- ✓ An e-mail account integrated with the Institute's webmail service;
- ✓ A login to access those Intranet services identified as necessary for the provision of the service (e.g. telephone directory, webpage dedicated to the Print Shop, etc.).

The Company shall be responsible for the provision and management of the systems necessary to ensure continuity of service in the event of a power outage. The equipment (continuity units, etc.) will be located in a suitable space within the premises granted for use by the Institute.

Article 9 - Technical Manager of the Service

The Company must nominate, notifying the Institute, its own Technical Manager to organize and run the service, as well as a replacement should he/she be unavailable, to oversee the organization and overall running of the service and with the legal capacity to fulfil all the requirements expected by the contract. In addition to a telephone number and email address for each time-sensitive communication that proves necessary, the manager and his/her replacement must be equipped with a mobile phone and be contactable 24/7, also outside working hours.

The Technical Manager, as well as his/her replacement, identified by the Company's legal representative, must possess the legal capacity to arrange all the formalities required for the proper execution of the contract and be able to supervise the staff employed in the carrying out of the service in order to supervise the tasks, duties and whatever else has been contractually agreed for the proper operation of the service; moreover

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he/she should arrange operational measures that allow the timely resolution of any unforeseen problems that might hinder the smooth running of the service.

In particular, the Technical Manager of the service must:

- a. possess full knowledge of the rules and conditions of the contract;
- b. coordinate the carrying out of contractual activities according to criteria agreed upon with the Contracting Authority representative;
- c. ensure continuity of service even on the occasion of sudden staff absences;
- d. ensure that the staff normally employed under the contract form part of the list supplied to the Contracting Authority representative on starting the service;
- e. notify the Contracting Authority representative of any force majeure and/or anomalies that prevent the regular carrying out of the services or might represent a critical element for the security of the EUI sites;

Article 10 – Back-up print shop

The Company shall make available to the Institute, without any additional charge, an external facility in the following cases:

- In all cases where the Print Shop is unable to guarantee proper functioning for reasons not dependent on the Institute, such as:
- sudden malfunctions of the equipment during maintenance operations, including any upkeep of the premises that may become necessary during the hours when the service is normally available;
- if it is necessary to respond promptly to critical situations deriving from urgent peaks in production that render the in-house infrastructure insufficient, with prior agreement from the Head of the Institute.

In the case of providing services using an external facility, the Company must ensure that the documentation remains confidential while respecting the same turnaround times and quality levels as the in-house Print Shop.

Organization of this back-up service, including transport of the documentation, shall be the Company's responsibility and at its expense.

In its Technical Offer, the Company must describe in detail the type and organization of the above external back-up facility which it will make available to the Institute for the duration of the contract. In the technical evaluation, particular relevance will be given to those facilities featuring machines and equipment that can carry out the entire process of documentary reproduction: from prepress to offset and digital printing, both in colour and in black and white, as well as the finishing stages (sorting, paperback binding, sewing, tape and spiral binding, trimming, etc.).

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Article 11 – Delivery of premises, equipment and machinery

The Contracting Authority will grant the Company the use in bailment of adequate premises for the entire duration of the contract for the rendering of the contracted services. The premises are provided with the equipment and machinery listed in Annex L; the Company agrees to keep the premises and the related equipment and machinery in excellent conditions.

The Institute shall be kept exempt from any expenditure related to ordinary and extraordinary maintenance of any equipment loaned free of charge to provide the service. The Institute reserves the right to check the current status 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.

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 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.

CHAPTER III – DEFAULTS AND PENALTIES

Article 12 – Sanctions and penalty mechanism

The contractor has the obligation to perform each task according to the timeframes and means provided for within these tender specifications.

At any time, the Institute may undertake checks and controls on the exact delivery of the services required.

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.

- 1) 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:

- 1.1. For each delay in the delivery of work, a penalty of € 100 (one hundred/00) shall be applied for each job;

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- 2) Should the final product not correspond to the specifications defined in the request, for reasons not depending on the Contracting Authority or force majeure, the Company, in addition to doing the work again within one working day and without any further charge, will be subject to the penalties of 200 € (two hundred/00):
- 3) Except in cases of force majeure, whether the personnel is not present at the Print Shop or trackable during the agreed office hours as set up in these S.T.S., a penalty of € 100,00 (one hundred/00) for each missing working hour will apply;
- 4) In case of failure to turn off of the machinery present at the Print Shop at the end of the working day, a penalty of € 100,00 (one hundred/00) will apply;
- 5) In case of removal of waste and spent materials (toner, developer, cartridges, packaging, etc.) not in compliance with the legislation in force, a penalty of € 500,00 (five hundred/00) will apply;
- 6) Should the software application supplied to users to dispatch their jobs to the Print Shop present malfunctions or stoppages which are not corrected within 60 (sixty) minutes from receipt of notification of the same, the Company will be subject to the following penalties:
 - 6.1 if, in the course of one month, between 3 and 5 malfunctions or stoppages as defined above are recorded, a penalty of Euros 400,00 (four hundred/00) will apply;
 - 6.2 if, in the course of one month, between 5 and 10 malfunctions or stoppages as defined above are recorded, a penalty of Euros 800,00 (eight hundred/00) will apply;
 - 6.3 if, in the course of one month, over 10 (ten) malfunctions or stoppages as defined above are registered, a penalty of Euros 1.500,00 (one thousand and five hundred/00) will apply; should there be two of such breaches in the same semester, the Contracting Authority reserves the right to terminate the contract and claim compensation for damages;

CHAPTER IV - EXCLUSION, SELECTION AND AWARDING CRITERIA

Article 13 – Exclusion criteria

Shall be excluded from participating in the present call for tenders, any Tenderer that:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning grave professional conduct by a final judgment of a competent judicial authority or administrative decision or decisions of international organizations;
- c) is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of Italy being the country of establishment of the Institute or those of the country where the contract is to be performed. This breach needs to have been established by a judgement or administrative decision having final and binding effect in accordance with the legal provisions of the

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country in which the economic operator is established or of Italy being the country of establishment of the Institute;

- d) has been the subject of a final judgment for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour or other forms of trafficking in human beings or any other illegal activity, where such illegal activity is detrimental to the Institute's financial interests;
- e) has been in serious breach of a contract financed by the Institute or has been the subject of an offense of serious irregularity established by a final judgment of a competent judicial authority or administrative decision;
- f) is subject to an administrative penalty for being guilty of grave professional misconduct, or for having made substantial errors or committed irregularities or fraud, or have been declared to be in breach of their obligations under contracts covered by the Institute's budget (Article 41 of the EUI's Public Procurement Regulation (President's Decision No. 19/2018 of 16 May 2018);
- g) has a conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest, including conflicting professional interests; at present or occurred over the past 5 years;

Tenderers must prove that they are not in any of the above situations.

Documents proving eligibility in relation to the grounds for exclusion listed above:

The Contracting Authority will accept, as satisfactory proof that the Tenderer is not in any of the situations described above, a formal signed Declaration on Honour concerning exclusion criteria, as in Annex II - B.

In case of a temporary group of companies/consortium submitting an offer, or in case of subcontracting, such declaration on honour should be included in the offer for each member of the TGC/consortium and for each identified subcontractor.

The Institute reserves the right to verify the accuracy of this information and to request documents providing further evidence before the contract is signed.

Article 14 – Selection criteria

To participate in the tender, bidders must be in possession of every one of the below-outlined requisites. Bidders in default of any single requirement will be excluded from the tender.

General requirements

- a) Enrolment in the C.C.I.A.A. (Chamber of Commerce, Industry and Arts and Artisans register of companies), with foreign companies to be enrolled in a professional or trade registry of the State of residence, together with possession of 'anti-mafia' certification and with a company focus including or at least consistent with that of the tender.

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- b) A copy of a general extract from the judicial record for the Company's legal representative. In the case of the award of the contract to a Company which has its registered office in Italy, the Institute shall require the competent Prefecture to issue the appropriate anti-mafia certificate;
- c) To comply with all obligations relating to the payment of social security and insurance contributions in favour of its employees, in full observance of existing legislation; and to apply the employment conditions envisaged in the sector's national collective labour agreement;
- d) To undertake, in the event it is awarded the tender, to provide any and all required documentation in order to prove that it is fully up-to-date in its payment of social security and insurance contributions (e.g., through a DURC certificate), in compliance with existing legislation;
- e) Declaration confirming that it has taken note of all general, particular and local circumstances, barring none, and of all other elements which may directly or indirectly influence the performance of the service, or the calculation that has led to the Offer submitted with its bid; and that this Offer is profitable, and that the Company undertakes to hold said Offer valid and binding for one-hundred-and-eighty (180) days, starting from the deadline for submission of its bid;
- f) Proof of having carried out the inspection as per point 10 of the invitation letter.

Requisites of economic-financial capability

- g) Possession of two bank references issued by major primary banks or authorised intermediaries issued as of the date of this Letter of Invitation, in which it is shown that the company has always met its commitments with regularity and punctuality and to be in possession of the economic and financial capacity to perform the services forming the object of the tender. The EUI may accept only one bank reference if duly justified by the tenderer.
- h) To have generated an annual turnover in the last 3 closed financial years (2017/2018/2019), at least Euro 750.000 (seven hundred thousand/00) VAT excluded.
- i) Proof that in the last three years (2017-2018-2019) at least one service similar to the one described in the Invitation to Tender has been run, either directly or indirectly. For the main services carried out, the amount and name of the customers, whether public or private, are required.

In the case of a TGC and/or consortium, the requirements listed under points (a) to (g) must be possessed by each one of the companies making up the grouping and/or consortium. On the contrary, the verification of requirements listed under points (h) to (i) will be performed considering the TGC and/or consortium as a single entity. Therefore, these requirements may be possessed either by a single company or by the individual companies that make up a consortium or are members of a temporary grouping of companies. The Institute reserves the right to perform sample checks in order to verify the accuracy of the statements submitted by tenderers.

The Institute reserves the right to carry out spot checks to verify the accuracy of the statements made by the participants.

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Article 15 - Awarding criteria

Only the Offers that respect the criteria indicated at Article 17 and meet all the requirements listed in Article 18 above shall be eligible for the next stage of the procedure, the technical and qualitative evaluation. The Offers that are awarded at least the minimum technical score (the minimum threshold of technical suitability is **35/60**) will be eligible for the economic evaluation.

The contract will be awarded according to the principle of the “**best value for money**”, based on the evaluation that will be carried at the unquestionable discretion of the competent Institute’s internal committee entrusted with this task (Evaluation Committee), which will attribute a score to each bid, out of a maximum score of 100, according to the following parameters:

MAXIMUM SCORE	
Technical and quality evaluation	60/100
Economic evaluation	40/100

The total score (Points) assigned to the offer is made up of the sum of its economic evaluation points plus its technical evaluation points:

$$P. \text{ OFFER} = P \text{ economic evaluation} + P \text{ technical evaluation}$$

The Tenderer whose offer obtains the highest final score is the Tenderer who will be awarded with the contract.

A - Attribution of points relative to methodological, technical e qualitative aspects of service

Each element will be assigned weighting factors whose sum is equal to **60**, and which multiplied by the quality factor allocated at the discretion of the Board of Examiners (between 0 and 1), to determine the score attributed to each component below.

A minimum limit of technical suitability of not less than **35/60** is hereby established. Those who fail to achieve this level will not proceed to evaluation of the tendered bid.

The Technical Offer, in case of award, incorporates the provisions of the annexed Special Tender Specifications and will be part of the contract.

<u>DESCRIPTION</u>	<u>Maximum points</u>
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The maximum score of 60 points will be allocated as follows:		
<ul style="list-style-type: none"> • Profile of the proposed personnel and organization of the service <ul style="list-style-type: none"> ◆ Documented experience in digital reproduction system and prepress Points 20 ◆ Organisation of the service Points 10 ◆ Timing for the production of external printed material Points 5 		35
<ul style="list-style-type: none"> • Equipment and machinery proposed by tenderers <ul style="list-style-type: none"> ◆ Print resolution quality Points 5 ◆ Paper feed format Points 5 ◆ Requirements and eco-compatibility: Points 5 		15
<ul style="list-style-type: none"> • Print Shop back-up centre <ul style="list-style-type: none"> ◆ Distance from the Institute's premises Points 5 ◆ Types of possible internal work processes Points 5 		10

It should be noted that the coefficients of quality will be awarded according to the following table:

Valuation	Judgement	Coefficient of quality
Optimum	Well-structured scheme that develops the project at hand in a clear, precise and in-depth way, whilst adding extra value with respect to the expectations of the Client.	1.00
Good	Adequate project that develops the topic with no particular added insight.	0.80
Adequate	Well-organized project in line with the Client's expectations	0.60
Sufficient	Acceptable project but poorly structured with limited application to the provisions of the Special Tender Specifications.	0.40
Poor	Mediocre project that is not sufficiently developed.	0.20
Insufficient	A deficient, generic and inadequate project.	0.00

B - Attribution of points relative to price

The maximum number of points available for the price (**40 points**) will be assigned to the agency who proposes the best amount as better specified in the Economic Offer (Annex II D).

<u>DESCRIPTION</u>	<u>Maximum points</u>
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<u>The maximum score of 40 points will be allocated as follows</u>	
• Annual Lease, in accordance with Article 8.1 of the Special Tender Specifications	30
• Total cost of externally printed material listed in the Annex II L	10

To the other agencies, points will be assigned (rounded to the second decimal where applicable), proportional to the relationship between the best price and the price that each has offered.

<p>Minimum price</p> $P = 40 \times \frac{\text{Price offered}}{\text{Minimum price}}$ <p>P = points to assign to the bid</p>

Article 16 - Formalities required for award

In order to formalize the contract, the bidding company, which is awarded the tender must provide, on the date established by the Contracting Authority:

1. the appropriate insurance policy covering all risks associated with the contractual activities as regulated in Article 7 of the STS;
2. in the case of a TGC, a constitutive act of the TGC with a mandate conferred by the legal representative of the parent company appointees, arising from a private written deed authenticated by a notary.
3. (in case of subcontracting) subcontract signed by all the parties involved into it.

It is hereby advised that in the event in which the successful tendering Contractor does not promptly execute the fulfilment of the requirements outlined above, fails to present all documentation requested, does not provide evidence of the self-declared requirements in the tender, or upon testing is found to not be in compliance with the declarations submitted in the tender, the Contracting Authority administration reserves the right to declare null and void the contract and to award the contract to the following bidder in the list, or to even call for a new tender, with any costs incurred by the Contracting Authority to be borne by the Contractor in breach. In regard to the Contractor considered to be in breach, the deposit will be forfeited and provisional applications for penalties will be made in accordance with those provided by the law.

In the event of a positive outcome of the aforementioned verification activities, the award will become effective in favour of the competitor who will be formally invited to sign the contract.

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Article 17 – Site inspection

Under penalty of exclusion from the call for tenders, the interested companies must appoint a Legal Representative, or a proxy appointed by said Operator, who will conduct an inspection to visit the premises involved in the removal services to be provided by the Contractor.

In accordance with the principle of fair and equal treatment and information, the inspection will be carried out on **28/04/2021 during a meeting scheduled at 10.00 (CET) at Villa il Poggiolo, Piazza Edison, 11 – 50133 Firenze, Italy**. For the reasons mentioned above no other visit will be allowed after this date and time. Any possible changes to the date will promptly be posted on the Institute's website <http://www.eui.eu/About/Tenders>

To this end interested companies are invited to send the Heritage and Logistics Service, using the email address inforefs@eui.eu, by **12:00pm (CET) on the 27/04/2021**, the form "Request for inspection" (Annex II - E) filled out and signed by the legal representative together with a copy of his/her valid identity document and any delegation thereof in favour of third parties. The paper version of the "Request for Inspection" (Annex II - E) must be delivered by the representative of the interested company to the manager of the Institute who will accompany him/her on the day of the inspection.

CHAPTER V – ADMINISTRATIVE INFORMATION

Article 18 – Subcontracting and outsourcing

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

Subcontracting is allowed in accordance with the provisions of art. II.7 of the Service Contract provided by the Institute and specified in the tender documents.

In particular, the request for subcontracting must be specified in the offer submitted by the Tenderer, accompanied by a clear indication of the activities that will be subcontracted and must necessarily satisfy the requirements of the current contract and any applicable regulations.

The Contractor shall not subcontract without prior written authorisation from the Contracting Authority nor cause the contract to be *de facto* performed by third parties.

Article 19 – Payment arrangements

The Contracting authority will make payment within 60 (sixty) days of receipt of invoice, in accordance with the arrangements specified in Articles I.4 and II.15 of the Service Contract provided by the Institute and included in the tender documents.

In case of subcontracting the payment of invoices shall be subordinated to the submission of the receipt of payment from the subcontractor.

In principle, all services and fees will have to be analytically billed directly by the Contractor to the EUI. However, upon prior written agreement, the EUI may accept direct billing from the subcontractor, in case of

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subcontracting, or from each member of a temporary group of companies/consortium, in case of a joint tender or consortium, for the cost of the services provided by them.

Article 20 – Regular price revision

The amount due by contract for the services to be provided may be reassessed on the basis of Article I.3.2 of the annexed Service Contract.

CHAPTER VI – FINAL PROVISIONS

Article 21 – General information

All aspects of the tender procedure shall be performed in compliance with the Institute's internal regulations, and especially in accordance with High Council's Decision No. 6/2015 laying down the EUI's regulatory and financial provisions, and with the President's Decision No. 19/2018 on Public Procurement, all of which are available on the EUI's website: <http://www.eui.eu/About/Tenders>

Participation in this tender procedure implies full acceptance of the above-mentioned regulations.

The rules governing the future relationship between the Contracting Authority and the Contractor that is awarded the tender, including payment terms, processing of personal data, dispute settlement methods, both in the tender procedure and in the implementation and performance of the contract, are all contained in the Draft Service Contract provided by the Institute and included in the tender documents.

Article 22 – Person responsible for the contract

The Contracting Authority appoints the Director of Real Estate and Facilities Service as Person responsible for this tender procedure and contract.

The Person responsible shall be in charge of all exchanges and communications with the Company that is awarded the contract, on all issues relating to the performance of the services in question, and shall be responsible for ensuring that contractual obligations are observed, enacting coercive provisions and applying penalties whenever necessary.

Article 23 – Reference person for the contract

To ensure that the contract is performed satisfactorily and to guarantee a correct contractual relationship with the Company that is awarded the contract, the Director of Real Estate and Facilities Service shall appoint a member of his staff as Reference person for the contract. Among other tasks, the Reference person shall:

- ✓ act as contact person for all operational and practical exchanges with the Contractor;
- ✓ follow up and act on requests for interventions in cases when it becomes necessary to introduce changes and/or new provisions, during the implementation of the contract;
- ✓ oversee the correct performance of the service and verify the results;
- ✓ where necessary, and on the basis of serious and proven motives, demand that a member of the Contractor's staff be removed from the premises and replaced, providing justification for the request;

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- ✓ propose to the Director of Real Estate and Facilities Service the application of penalties and, if necessary, the termination of the contract;

Article 24 – Final provisions and annexes

The tender documents are composed of the Draft Service Contract provided by the Institute, this Tender Specification – Annex I, the Contractor’s tender – Annex II and the following annexes:

- II A** - Self-certification form
 - II B** - Declaration on honour on exclusion criteria and absence of conflict of interests
 - II C** - Technical Offer
 - II D** - Economic Offer
 - II E** - Request of inspection
 - II F** - EUI Vacation Days 2021
 - II G** - Planimetry of the EUI Print Shop premises
 - II H** - Type of works performed by the EUI Print Shop (*only Italian version*)
 - II I** - List of machinery loaned for use by the EUI
 - II L** - List of externally printed materials (*only Italian version*)
 - II M** - Introduction to the Digital Store Front (DSF) software application (*only Italian version*)
- Draft contract

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Company Stamp

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