



ICT SERVICE

**Special Tender Specifications  
for the provision of an end-user IT technical  
support service**

---

YEAR 2012

## INDEX

### TITLE I

#### GENERAL INFORMATION ON THE TENDER

Article 1 – Definitions	4
Article 2 – Object of the tender	4
Article 3 – Duration of the contract	4
Article 4 – Presumed amount of the tender	4
Article 5 – Place of service provision	4
Article 6 - Minimum requirements for taking part in the tender	5
Article 7 - Procedure for submitting an offer	7
Article 8 – Award criteria and evaluation parameters of tenders	10
Article 9 – On-site survey	11
Article 10 – Obligations after being awarded the tender	12
Article 11 Tender documentation and further information	13

### TITLE II

#### TENDER SPECIFICATIONS FOR THE SERVICE

Article 12 – Description of the Service	14
Article 13 – Objectives of the Service	14
Article 14 – Working hours and Calendar for the Service	15
Article 15 – Description of the technical/logistical structure	15
Article 16 – Skills	16
Article 17 – General conditions concerning support staff	17

### TITLE III

#### OBLIGATIONS AND COSTS IN IMPLEMENTING THE CONTRACT

Article 18 – Obligations and costs to be borne by the Company	19
Article 19 – Person in Charge of the service	20

### TITLE IV

#### PENALTIES

Article 20 – Breach of contract and penalties	21
---	----

### TITLE V

#### PRIVACY, DATA PROTECTION AND COPYRIGHT LAWS

Article 21 – Obligations of the contractor concerning handling of personal data and data protection	22
Article 22 – Patents and copyright	23

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

**TITLE VI**

## REGULATIONS CONCERNING ACCIDENT PREVENTION AND SAFETY IN THE WORKPLACE

Article 23 – Safety provisions	24
--------------------------------	----

**TITLE VII**

## PRICES AND PAYMENT TERMS

Article 24 – Invoicing	25
Article 25 – Periodic price adjustments	25

**TITLE VIII**

## ADMINISTRATIVE AND CONTRACTUAL COSTS

Article 26 – Signing of contract	26
Article 27 – Declining the award of the contract	26
Article 28 – Withdrawal from contract by the Contracting Authority	26
Article 29 – Termination of the contract by the Company	26
Article 30 – Warning notice to fulfill contract – <i>De jure</i> termination of contract	27
Article 31 – Other cases of contract termination	27
Article 32 – Bid bond and performance bond	28
Article 33 – Insurance policies	28
Article 34 – Subcontracting or transfer of the contract	29

**TITLE IX**

## FINAL PROVISIONS

Article 35 – Contractual expenses	30
Article 36 – Mediation	30
Article 37 – Arbitration	30
Article 38 – Processing of personal data	31
Article 39 – Legal framework	31
Article 40 – Final provisions and annexes	31

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

## **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.

#### **Article 2 – Object of the tender**

These Special Tender Specifications pertain to the provision of end-user first-level IT technical support according to the technical profile and the contractual conditions described below.

#### **Article 3 – Duration of the contract**

The tender regulated 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 28 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 € **600,000.00** excluding VAT.

This estimate 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.

#### **Article 5 – Place of service provision**

The list below includes all the premises of the European University Institute where the service that is the object of this tender shall be provided.

- **Badia Fiesolana**, Via dei Roccettini, 9 - 50014 San Domenico di Fiesole (FI)

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

- **Villa Pagliaiuola**, Via delle Palazzine, 17/19 - 50014 San Domenico di Fiesole (FI)
- **Villa Il Poggiolo**, Piazza Edison, 11 - 50133 Florence
- **Villa Malafrasca**, Via Boccaccio, 151 - 50133 Florence
- **Villa Raimondi**, Via Boccaccio, 115 - 50133 Florence
- **Villa Schifanoia**, Via Boccaccio, 121 - 50133 Florence
- **Villa San Paolo**, Via della Piazzuola, 43 - 50133 Florence
- **Villa San Felice**, Via dei Roccettini - 50014 San Domenico di Fiesole (FI)
- **Convento di San Domenico**, Via delle Fontanelle, 19 - 50014 S. Domenico di Fiesole (FI)
- **Villa la Fonte**, Via delle Fontanelle, 10 - 50014 San Domenico di Fiesole (FI)
- **Villa Salviati**, Via Salviati, 7 - 50133 Florence – Opening Spring 2012

### **Article 6 - Minimum requirements for taking part in the tender**

To be included in the tender procedure Companies must possess all the following requirements. Tenderers in default in even one of the requirements listed below will be excluded from the procedure.

#### **General requirements**

- 1.1. Enrollment in the Chamber of Commerce, Industry, Arts and Crafts Registry of Companies (foreign Companies must be registered in one of the professional or commercial Registries of their country of residence), including the “antimafia” certificate, and their corporate mission must include or at least be consistent with the object of the tender.
- 1.2. Certification of non-impediment to participate in public tenders in compliance with article 38 of Italian Legislative Decree 163 dated 12 April 2006 and subsequent amendments, and non-impediment to enter into contractual agreements with the Public Administration.
- 1.3. To be in conformity with provisions regulating the right to work of disabled persons, in compliance with Italian Law 68/1999.
- 1.4. To be in conformity with the provisions contained in Italian Law 383/2001 (Individual legalization of undeclared employees).
- 1.5. Declaration that the Company is not in a condition of control, as disciplined by Article 2359 of the Italian Civil Code containing a civil law notion of controlled companies, in relation to other bidding companies, or in a condition that implies that tenders submitted originate from a single decision-making central unit; or, alternatively, a declaration that the Company is in a condition of control as described in Article 2359, but that the bid submitted was elaborated in full autonomy. Such a declaration must include the name of the bidder with whom such a relationship exists and must be documented in such a way as to prove that the controlling interest in no way influenced the content of the bid.
- 1.6. To be in conformity with all obligations related to social security payments on behalf of employees, in compliance with contractual agreements for the sector, and furthermore to

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

undertake to abide by such conditions for the entire duration of the contact, should the tender be awarded to the Company.

- 1.7. To be in conformity with all obligations related to health and safety, to possess a document proving risk evaluation has been performed, and to have appointed a person in charge of prevention and protection in compliance with Italian Legislative Decree 81/2008 and subsequent amendments.
- 1.8. To submit the list of main goods and services provided in the 3-year period 2008-2009-2010, including the amounts, the dates and the public or private contracting authorities.
- 1.9. Declaration of availability to work both when the Institute is open (see Annex A) and, on request, during holidays and/or outside the normal office hours.

### **Economic and financial capacity requirements**

- 1.10. To be in possession of 2 (two) bank references from prime banks, or intermediaries authorized pursuant to Italian Legislative Decree 385/1993, issued after the date of this Invitation to tender, proving that the Company has always met its obligations punctually and regularly and that it possesses the economic and financial capacity to perform the services that are the object of this tender.

### **Technical capacity requirements**

- 1.11. To be in possession of valid UNI EN ISO 9001 certification.
- 1.12. To have no fewer than 10 employees.
- 1.13. To declare that this Invitation to Tender, including the Special Tender Specifications and its annexes, has been examined in detail and, in compliance with Article 1341 of the Italian Civil Code, to state that its content is accepted without reservations or conditions, in its entirety including all provisions, clauses, restrictions, limitations, liabilities, and furthermore to declare that the services that are the object of this tender will be performed and conducted in conformity with all agreements, procedures and conditions as provided for in the tender documentation.
- 1.14. To have provided, during the last three financial years (2008 – 2009 – 2010) at least two similar services to that which is the object of the present tender and for an amount at least equal to the base price of the same. This service must be documented in the list of goods and services provided, as required by point 1.8 above.  
For services which have been fully completed, reference letters on performance issued by the relevant public or private contractor shall be produced.
- 1.15. To have training and technical updating programmes for their staff.

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

- 1.16 Statement that, following the on-site survey detailed in Article 9 of the present Special Tender Specifications, the tenderer is aware of all the circumstances - general, specific and local, bar none, which may have influenced or may influence either the provision of the service or the determination of the amount of their bid and, consequently, the bid submitted is considered remunerative.

#### **Article 7 - Procedure for submitting an offer**

All documentation relating to the tender (documents, administrative and technical reports, declarations, communications of any type, as well as any and all materials the tenderer shall be required to produce within the procedure, etc.) shall be written in **English or Italian**.

The offer must be submitted in four copies (one original and three clearly distinguishable photocopies) to the following address:

**ISTITUTO UNIVERSITARIO EUROPEO**  
**Ufficio del Protocollo**  
**Via dei Roccettini, n. 9**  
**50014 San Domenico di Fiesole (FI)**

and be contained in a perfectly sealed envelope (if self-adhesive envelopes are used, they must be sealed with adhesive tape), and signed across the sealing tape. Failure to present offers in such a sealed envelope will warrant exclusion from the tender procedure. Offers submitted must be sent exclusively via overnight courier or hand-delivered to our "Ufficio Protocollo" (incoming mail registration service) on weekdays (Mon – Fri) during working hours (8.30 am - 1 pm and 2 pm – 5 pm) no later than 12 noon on **26 June 2012** (absolute deadline). If sent by courier, the date of the courier's deposit slip must meet the deadline.

Tenderers are required to notify the Institute by e-mail - to [EUI.TenderA@EUI.eu](mailto:EUI.TenderA@EUI.eu) - that their offer has been sent. The Institute shall acknowledge receipt of the e-mail.

In addition to sender and addressee, the outside of the envelope must also state:

"Tender for the provision of an end-user IT technical support service".

The outer envelope must – on pain of exclusion - contain three envelopes, as follows:

**A)** – A first sealed envelope (if self-sealing, it must also be sealed with adhesive tape) and signed across the sealing tape, bearing on the outside the name of the bidder and the words: "**Envelope no. 1 – Administrative documents**"; it shall contain in four copies (one original and three photocopies distinguishable from the original), on pain of exclusion, the following documents:

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

1. Certificates and declarations required in Article 6 , as well as a copy of the Special Tender Specifications signed in acceptance.

All declarations must be signed by the Company's Legal representative.

A photocopy of a valid identity document of each signatory must be attached to the declarations.

2. Declaration from the Contracting Authority pertaining to the ON SITE SURVEY (Annex B);
3. Certificate of registration on the Register of the Government Territorial Office (Prefecture) (cooperative companies only );
4. **Where a Temporary Grouping of Companies (TGC) has already been established:** a special collective mandate with powers of representation conferred by the mandators in a certified private deed , or a certified true copy of it. The relative powers of representation, conferred to the legal representative of the mandate holder, as well as a statement issued by the lead company defining which parts of the service will be provided by each of the companies, including the lead company;

**Where there is a Temporary Grouping of Companies not yet established:** the commitment, if awarded the contract, to confer a special collective mandate with powers of representation to one of the companies (to be specifically named), designated the mandate holder, which will sign the contract in the name of and on behalf of that company and of the mandators, as well as a statement as to which parts of the service will be provided by each of the companies, including the company which is the mandate holder (or so-designated).

The same company may not participate both individually and as part of a TGC, **on pain of exclusion** from the contract of both the company itself and the TGC.

Companies may not submit a tender where controlling interests exist, as defined by art.2359 of the Italian Civil Code, (either as a subsidiary or as a parent company) between it and other companies submitting bids either individually or as part of a TGC, **on pain of exclusion from the tender procedure**.

5. A provisional bid bond of Euro15,000.00 (fifteen thousand /00) equivalent to 2.5% of the presumed value of the tender. The Bid bond shall be a bank guarantee or insurance policy or a policy issued by financial brokers included in the special register described in Article 107 of Italian Legislative Decree 385/93 and subsequent amendments. This guarantee provides surety against the risk that the Company awarded the tender may fail to sign the contract itself.

The bond must have a validity of at least 180 (one hundred and eighty) days from the deadline for submission of offers, and must contain the clause that, in any case, it will only cease to be

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*



valid after the Contracting Authority has issued a Release statement; the bond must also 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.

**No form of bid bond other than the above-mentioned will be accepted.**

Companies submitting guarantees issued by financial intermediaries that the Bank of Italy has forbidden from undertaking new transactions will be excluded from the tender procedure.

**B)** A second sealed envelope ( if self-sealing, it must also be sealed with adhesive tape) and signed across the sealing tape, bearing on the outside the name of the bidder and the words: “**Envelope no. 2 – Technical Offer**”; it shall contain in four copies (one original and three photocopies distinguishable from the original) all the documentation necessary to identify the technical characteristics and any improved conditions offered.

**The Technical Offer** must be signed by the Company's Legal representative and must be drawn up according to the criteria briefly described below (in the case of T.G.C.s, by the legal representative of each company making up the Temporary Grouping of Companies):

1. Presentation and description of the Company, with special attention to experience in the management of services similar to the object of this tender..
2. Detailed technical report on the technical and operational methodology to be followed in performing the service.
3. Curriculum and professional experience of the persons in charge and of all personnel involved in providing the service.
4. Description of additional measures or improvements to achieve adequate service levels, that can be objectively evaluated and verified.
5. The procedures through which the bidding company intends to manage staff absences.
6. Description of the type of reporting that the bidding company plans to provide summarizing the services performed by the on-site support staff.

The bidding Company must declare which, if any, of the information elements provided in the context of the offer submitted are technical and commercial secrets, therefore to be considered confidential.

**C)** A third sealed envelope (if self-sealing, it must also be sealed with adhesive tape) and signed across the sealing tape, bearing on the outside the name of the bidder and the words: “**Envelope no. 3 – Economic Offer**”; it shall contain in four copies (one original and three photocopies distinguishable from the original) the economic offer drawn up on the forms (Annex C) provided

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

with each sheet signed by the Legal representative of the bidding Company (for T.G.C.s the offer must be signed by the legal representative of each individual temporarily grouped company.

All prices must be quoted excluding VAT.

### Article 8 – Award criteria and evaluation parameters of tenders

The compilation of the compliancy matrix (annex D) is required , inserting C = Fully compliant; PC = Partially compliant; NC= Non-compliant .In case of PC and/or NC a detailed description must be indicated in the appropriate space under 'comments'.

Any more favorable terms that could improve the end result must be described in detail in the appropriate space under 'comments'.

The aforementioned table is available in digital format in the area of the EUI website dedicated to this call for tender.

The award will be made based on the “**most economically advantageous tender**”: following an evaluation carried out by the appropriate internal commission of the Institute (the Consultative Committee for Procurements and Contracts), which will attribute a score to each bid, out of a maximum score of 100, assigned according to specific criteria.

There are 3 evaluation criteria (A, B and C). Each criterion is made up of one or more components (a1, b1, c1, etc.). For each component, the maximum points available for each bid are specified. The sum of the points thus awarded adds up to the final score of each bid. The maximum score possible is 100.

	EVALUATION CRITERIA	MAXIMUM score
		<b>100</b>
<b>A</b>	<b>Economic offer</b>	<b>35</b>
a1	<i>Cost of services (see formula)</i>	25
a2	<i>Cost component relative to providing off-site support</i>	5
a3	<i>Cost component relative to providing on-site support activities on demand</i>	5
<b>B</b>	<b>Technical Offer</b>	<b>50</b>
b1	<i>Processes and procedures for supplying the required Services</i>	30
b2	<i>Level of detail in the bid</i>	5
b3	<i>Additional tools for managing the service.</i>	5

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

b4	<i>Optional enhancements offered</i>	5
b5	<i>Means of supplying optional off-site support</i>	5
C	<b>Interview</b>	<b>15</b>
c1	<i>Overall evaluation</i>	10
c2	<i>Languages</i>	5

The following method is used to assign the points for the Economic offer (Criterion A):

The maximum score (Pmax) available for the economic evaluation shall be assigned to the Company which offers the lowest price (Pmax=35). The other tenderers will be awarded points (rounded to two decimal places, where necessary) according to the ratio between the lowest price and the price bid by each of them, according to the following formula:

$$P_i = \frac{O_{min}}{O_i} \times P_{max}$$

Where:

**O<sub>i</sub>** = is the *n*th tenderer's bid

**O<sub>min</sub>** = the lowest price bid

**P<sub>i</sub>** = points awarded to the *n*th tenderer

**Pmax** = points awarded to the lowest economic offer (lowest price)

In awarding the points deriving from the operational aspects (Criterion B), the Commission shall determine the relative score at its own discretion, providing reasons for the evaluations made.

In order to assign the points relative to the evaluation of the profiles of the on-site support staff (Criterion C), the candidates will be examined in interviews designed to evaluate whether they possess the requisites listed in Article 16.

### Article 9 – On-site survey

In order to participate in the tender, and on pain of exclusion, the Legal Representative of the bidder, or a person bearing a proxy signed by the same, is obliged to carry out an on-site survey in order to inspect the different buildings.

In compliance with the principle of equal treatment and uniformity of information, the on-site survey shall take place on **11 June 2012** ; the appointment is at 10 a.m. at the EUI headquarters in the Badia Fiesolana, via dei Roccettini 9, San Domenico di Fiesole. For the aforementioned reasons, no separate surveys shall be allowed as exceptions to the date and

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

time mentioned above. Should any changes of date be necessary, they will be communicated promptly in the 'tenders' section of the EUI website, the address of which is:

[www.eui.eu/About/Tenders.aspx](http://www.eui.eu/About/Tenders.aspx)

To this end, prospective tenderers are requested to fax the on-site survey request form, completed following the facsimile "*On-site survey request*" (Annex B), together with a copy of the proxy, if applicable, to reach Computer Services at +39 055 4685205 **no later than 12.00 noon on 8 June 2012**. The original of the proxy shall be delivered to the person the EUI charges with accompanying bidders on the day of the survey.

### Article 10 Obligations after being awarded the tender

In order for the definitive adjudication of the tender to enter into force, the Company that is awarded the tender must submit the following, within the date established by the Contracting Authority:

1. A performance bond equal to 5% of the total amount of the tender awarded issued as a guarantee of the Company fully performing all obligations stipulated in the contract, to be submitted according to the same procedures as the submission of the bid bond. The bond must be valid for the entire duration of the tender, must 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.
2. Adequate insurance policy covering all risks connected to the activities relating to the contract.
3. Submit a certified true copy of all the certificates.
4. For T.G.C.s, present the deed of partnership of the same T.G.C. together with a proxy conferred to the legal representative of the leader company by the mandating companies, resulting from a private deed certified by a notary public.

If the Company that is awarded the tender does not comply in a timely fashion with the above obligations, does not submit all the required documentation, or does not provide evidence of the self-declared prerequisites contained in the offer submitted, or if such evidence is not considered in conformity with the declarations submitted in the offer, the Contracting Authority reserves the right to revoke the tender award from the Company, and to award the tender to the Company having achieved the next highest score, or to launch a new tender procedure, holding the defaulting Company liable for any increase in cost for the Contracting Authority. The defaulting Company's bid bond will be withheld and any further penalty envisaged by the law in force will be applied.

If the above-listed verification activity is performed adequately, the Company will effectively be awarded the tender and will be formally invited to sign the contract.

The Institute reserves the right to demand further clarifications and/or additional materials to complete the documentation submitted.

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

## Article 11 Tender documentation and further information

The text and all documents relating to the tender can be accessed under the heading “Tenders” on the website:

[www.eui.eu/About/Tenders.aspx](http://www.eui.eu/About/Tenders.aspx)

Requests for further information and assistance on the tender documentation can be requested exclusively by fax at +39 055 4685205 or by e-mail sent to [EUI.TenderA@EUI.eu](mailto:EUI.TenderA@EUI.eu) no later than 12 noon on **22 June 2012**.

Replies to queries will be published on the website shown above .

Information published on the website of the Institute shall be considered notification to all bidding Companies.

### GENERAL NOTICES

- delivery of the offer is exclusively the liability of the sender, should the envelope for any reason not reach the Institute before expiry of the deadline;
- no payment or reimbursement shall be due to the bidding Companies for having drawn up and submitted the offer, for having drafted projects or any other type of documentation submitted;
- the documentation submitted will not be returned, even if the bidder is not awarded the tender;
- the Institute reserves the absolute right to choose not to award the tender or to extend the deadline for submission, and none of the bidding Companies can exercise any right over these decisions;
- the regulatory provisions underpinning this tender are the internal regulations of the Institute, and especially the Decision of High Council 8/2009 laying down the regulatory and financial provisions and the Decision of the Institute's President 8/2010 (both documents can be made available upon request);
- in conformity with the Institute's regulations on data protection <http://www.eui.eu/AboutTheWebsite/DataProtection.aspx> all data submitted by bidding Companies will be used exclusively for the purposes of the procedures for which they were submitted;

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

## TITLE II TENDER SPECIFICATIONS FOR THE SERVICE

### Article 12 – Description of the Service

- 12.1 This tender is for an on-site end-user IT technical support service to be supplied by the Company's technical staff at the sites of the Contracting Authority listed under the heading "Place of delivery of the service". The service will be performed mainly in certain "base" locations, to be defined at the start of the service, but may involve moving upon request between different sites. The "base" locations may change according to the operational requirements of the Contracting Authority.  
Travel between one location and another shall be undertaken using personal transport.
- 12.2 Moreover an additional service is requested for end-user IT technical support – outside normal working hours and working days – supplied by off-site personnel operating through remote access.

### Article 13 – Objectives of the Service

- 13.1 The objectives of the on-site service are to provide:
- 13.1.1 First-level technical support to users, i.e. administrative and academic staff, fellows and research assistants;
  - 13.1.2 Management of all IT material, including the relative inventory;
  - 13.1.3 Cloning of desktops and laptops (Windows and Mac environments);
  - 13.1.4 Distribution of software licences;
  - 13.1.5 Configuration and maintenance of software on desktops, laptops, netbooks, tablets and smartphones (patching, antivirus, etc.) in Windows, Mac OS, Android, BlackBerry, iOS and Windows Mobile environments.
- 13.2 The objective of the off-site service is to provide:
- 13.2.1 First-level technical support to users, i.e. administrative and academic staff, fellows and research assistants:

#### Means of delivery

- 13.3 There are two means of delivery of the on-site service:
- 13.3.1 Permanent On-Site support (*Presidio*): will be delivered by at least 3 technical support staff (constituting the *Presidio*), whose profile is described in Article 16. These

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

resources could commence their duties at two separate times, possibly in July 2012 and September 2012. The permanent support staff will be coordinated by the Contracting Authority's user support manager.

- 13.3.2 On-demand On-Site Support: will be delivered according to the Contracting Authority's requests and scheduled - as and when the need arises - for short periods of extra activity and will be supplied by additional resources to those dedicated to permanent on-site support.

The means of delivery of the Off-Site support service is via a telephone Help Desk and remote access.

#### **Article 14 – Working hours and Calendar for the Service**

- 14.1 The On-Site Support service is to be available from Monday to Friday according to the Contracting Authority's working calendar (see Annex A – Days of EUI Closure) for 8 hours a day at times between 8:00 a.m. and 7.00 p.m. (with an hour's break at lunchtime) according to a timetable established by the Contracting Authority.
- 14.2 The Off-Site Support service is complementary to the availability of the on-site service and ideally it should be available every day of the year from 7.00 a.m. to 10.00 p.m., excluding the hours covered by the on-site service.

#### **Article 15 – Description of the technical/logistical structure**

- 15.1 Throughout the period of validity of the contract, the Company will provide the Contracting Authority with a technical/logistical structure which is able to meet the specific requirements of the service.

This structure will be made up as follows:

- 15.1.1 N. 1 Company contact for the tender (Sales Manager) for pre-bid and post-bid activities and management of the contract;
- 15.1.2 N. 1 Managerial interface ( Supervisor) from the Company, for all appropriate functional activities; specifically, responsible for ensuring:
- 15.1.2.1 acquisition of familiarity with the structure and workflows of the Contracting Authority;
  - 15.1.2.2 the development, training and coaching activities required for the technical support staff who are successively assigned to delivering the service;
  - 15.1.2.3 proper management of back-up resources for the permanent on-site support (selecting resources, planning):

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

- 15.1.2.4 the uninterrupted continuity of the service and the processing of any relevant documentation;
- 15.1.2.5 fulfilment of the formal conditions of the contract and interfacing with the Contracting Authority's Management and with any other representatives to which the former has delegated responsibility;
- 15.1.2.6 monitoring of the status of service provision, relations with the Contracting Authority and organization of review meetings;
- 15.1.2.7 that any proposals for improvements are made, in terms of costs, benefits, timing and risks of the proposed solutions;
- 15.1.2.8 a proactive and cooperative role in resolving any conflicts, problems or disputes that might arise during the performance of the contract;
- 15.1.2.9 carrying-out user-satisfaction analyses;
- 15.1.2.10 commitment to obtaining any approval needed and to pursuing the achievement of aims and objectives;
- 15.1.2.11 the supply of accurate and reliable solutions for the handling of administrative and accounting procedures of the Contract.
- 15.1.2.12
- 15.2 For the on-site service at least 3 technical support resources permanently present, in order to implement the required service.
- 15.3 For the off-site support a telephone help desk.

#### Article 16 – Skills

##### 16.1 The main skills required of the Supervisor are:

- 16.1.1 several years of multi-disciplinary experience in the field;
- 16.1.2 ability to manage complex projects;
- 16.1.3 self-starting, innovative approach, aimed at problem-solving and consensus-reaching;
- 16.1.4 ability to make decisions in critical and unstable situations;
- 16.1.5 knowledge of techniques of programme/change management and project management;
- 16.1.6 ability to interface effectively with the Customer at various levels;
- 16.1.7 ability to give guidance and customer care culture;
- 16.1.8 leadership and managerial skills.

##### 16.2 The technical staff who will provide support to the Contracting Authority's end-users shall have at least the following technical knowledge:

- 16.2.1 Intel and AMD based hardware architectures and Apple platforms;
- 16.2.2 Microsoft Windows XP/Vista/7 and Apple Mac OS X, Leopard, Snow Leopard, Lion and later releases operating systems for personal computers and laptops/netbooks.

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*



- 16.2.3 MS-Office (particularly Outlook ) and correlated applications;
- 16.2.4 Active Directory;
- 16.2.5 Connectivity: client configuration for connection to the wireless network and connections to the Institute's network;
- 16.2.6 Experience with mobile phones, smartphones and Android, BlackBerry, iOS and Windows Mobile tablets.
- 16.2.7 Languages: English and Italian to Level B2 or above (Common European Framework of Reference for Languages);

16.3 The following information shall be provided for each person:

- 16.3.1 - Full name of candidate and place of residence/domicile;
- 16.3.2 - CV;
- 16.3.3 - Type of contract with the Company;
- 16.3.4 - Professional experience.

#### **Article 17 – General conditions concerning support staff**

- 17.1 While providing the service, the permanent on-site support staff must have a special identity badge and any other suitable proof of identity; they must be familiar with the procedures regulating the provision of the service and aware of the environments in which they will be required to work.
- 17.2 The Company shall avail itself of specialized staff who will be able to access the Institute's locations in conformity with all relative safety norms and the internal rules of the Institute, which can be consulted at:  
<http://www.eui.eu/About/SafetyandSecurityPolicy.aspx>
- 17.3 The Company has the duty and obligation to examine such procedures in advance.
- 17.4 Should specific security conditions so require, the access of permanent on-site support staff to areas where they are to provide the services object of this contract may be subject to obtaining special authorization from the Institute. To this end, the Institute will advise the Company, according to its requirements, that it intends to exercise the present clause, without any obligation to specify the reasons for their choice.
- 17.5 Permanent on-site support staff are bound to maintain the confidentiality of any facts or circumstances of which they may become aware in the performance of their duties, in line with current legislation on the matter and the internal rules of the Institute, which may be consulted on:  
<http://www.eui.eu/AboutTheWebsite/DataProtection.aspx>

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

- 17.6 The Contracting Authority reserves the right to request the replacement of on-site support staff who have given rise to complaints in the provision of services or who have behaved in a manner not suitable for the working environment.
- 17.7 Should one or more members of the permanent on-site support staff be replaced, the contractor is under obligation to inform the Contracting Authority, who reserves the right to approve the proposed replacement(s) following an interview.
- 17.8 Furthermore, the Company is responsible for the safety and security of their own staff, whom they will have to train and inform appropriately, relieving the Contracting Authority of any responsibility or consequence deriving from incidents occurring during the provision of the service object of the contract.
- 17.9 In particular, the Company commits to fulfilling all obligations towards its employees deriving from current labour laws and rules, including those concerning health and safety, social security and work accident coverage, bearing the full costs of the relative charges themselves.
- 17.10 The Company shall extend, to all its staff assigned to the service, norms and salary conditions not lower than those laid out in the applicable collective labour contracts at the date the contract is stipulated, as well as the conditions required by later integrations and changes and, in general, by every other collective contract, signed at a later date for their category, applicable in the province of Florence. The Company is furthermore bound to continue to apply the aforementioned collective contracts even after their expiry, until they are replaced or renewed.
- 17.11 The aforementioned obligations are binding for the Company even if it does not belong to any trade association, or has cancelled its membership from the same.
- 17.12 Upon request from the Contracting Authority, the Company shall present all the necessary documentation to prove proper payment of salary, pension and social security arrangements for its employees performing the activities required by this contract.
- 17.13 In the case of breach of the obligations mentioned above, the Contracting Authority, after communicating to the Company the irregularities discovered, will report the same to the appropriate Labour Inspectorate, reserving the right to confiscate the whole performance bond, which the Company will have to replace immediately. The sum confiscated will be returned only after said Labour Inspectorate has confirmed that the Company has fully complied with all requirements.

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

### TITLE III

#### OBLIGATIONS AND COSTS IN IMPLEMENTING THE CONTRACT

##### Article 18 – Obligations and costs to be borne by the Company

The Company shall be liable for any 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 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;
- 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 the provision of the service; final decision as to repair or cleaning will be made 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 as compared to current professional standards.

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

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.

#### **Article 19 – 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 Contracting Authority.

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

## TITLE IV PENALTIES

### Article 20 – 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) In the case of recurring (> 3 times/year) lateness/failing to observe working hours, except for reasons of *force majeure* or ascribable to the Contracting Authority, a penalty of Euro 100/hour will be applied to the Company.

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.

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

## TITLE V

### PRIVACY, DATA PROTECTION AND COPYRIGHT LAWS

#### Article 21 – Obligations of the contractor concerning handling of personal data and data protection

The Company undertakes to observe and ensure that its employees, representatives or collaborators observe the criteria and all principles of policy enunciated and fulfill the requirements listed below:

- a. The Institute's statement of its privacy policy, available on <http://www.eui.eu/AboutTheWebsite/DataProtection.aspx>, concerning the handling of personal and sensitive data, as well as secrecy relating to all economic, financial, assets-related, statistical, personal data and/or data of any other kind, relative to the Contracting Authority's activities, which Company employees, representatives or collaborators may become aware of during the execution of the contract. The full text of the rules may be requested of the Contracting Authority. In no case shall the collection and unauthorized dissemination of the above-mentioned data be allowed, on pain of termination of the contract and the application of penalties for the damages caused by such improper use of data.
- b. Signature of the ***Contractor's commitment to observe the obligations concerning handling of personal data and data protection, with special reference to the system administrator*** as concerns the supply of those services which require the provision and the use, exclusively for work purposes, of a user account and mailbox to people working for the same contractor.

The Company shall read and ensure that its service staff **are informed about and sign** the following Policies:

- Policy on the provision of EUI user accounts to the staff of the external contractor;
- Policy on the provision of EUI electronic mailboxes to the staff of the external contractor (when deemed necessary).

The personnel concerned is obliged to sign the general conditions governing the provision and use of the user account and mailbox enunciated in the aforementioned policies before receiving a user account and a mailbox.

- c. The respect of the set of policies which make up the EUI IT Acceptable Use Policy, which may be consulted on the EUI web page [European University Institute - User](#)

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

[Responsibilities - Acceptable Use Policy \(AUP\)](#) which regulate the use of the EUI IT systems and infrastructure.

### **Article 22 – 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.

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

**TITLE VI**  
**REGULATIONS CONCERNING ACCIDENT PREVENTION AND SAFETY IN THE WORKPLACE**

**Article 23 – 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.

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*



## **TITLE VII**

### **PRICES AND PAYMENT TERMS**

#### **Article 24 – Invoicing**

The Institute is an international research organization 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 via the Contracting Authority's bank, within 60 (sixty) days from receipt of invoice.

The Institute is exempt from Value Added Tax on services and goods purchased for its own activities for amounts higher than € 300,00 in accordance with art. 72, para.1, lett. e), and para. 2 of D.P.R. 26 October 1972, no.633 and subsequent amendments.

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

#### **Article 25 – 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.

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

## TITLE VIII ADMINISTRATIVE AND CONTRACTUAL COSTS

### Article 26 – 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 27 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 28 – 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 29 – Termination of the contract by the Company

Should the Company decide to terminate 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, and to charge 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.**

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

**Article 30 – 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 instructions received. Should the Company not fulfill its obligations within expiry of that final deadline, the contract shall be deemed terminated *de jure*.

**Article 31 – 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 rule 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 patents, copyright and general property rights of third parties;
- i) even partial transfer of the contract;

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

### **Article 32 – 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:

- 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 33 – 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

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

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 34 – Subcontracting or transfer of the contract**

It is forbidden to subcontract the provision of service governed by these Tender Specifications without prior approval of the Contracting Authority

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.

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

## TITLE IX

### FINAL PROVISIONS

#### Article 35 – 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 36 – 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 from the notification of the tender result by the Institute 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 (below).

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

#### Article 37 – 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.

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*

### **Article 38 – 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.

### **Article 39 – Legal framework**

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

### **Articolo 40 – Final provisions and annexes**

These Special Tender Specifications include 40 articles, covering 32 pages, and 6 Annexes, all of which are integral components of the Special Tender Specifications, which the Company approves and accepts by signing the document.

For all instances in the present Special Tender Specifications where reference is made to Italian legislation, this is binding for all Italian companies; for NON-ITALIAN companies, the analogous legislation in the company's home country shall apply.

Annexes:

- Annex A Days of EUI Closure
- Annex B On-site survey request
- Annex C Economic Offer
- Annex D Compliance matrix
- Annex E Contractor's commitment to observe the obligations concerning handling of personal data and data protection, with special reference to the system administrator
- Annex F External contractor staff Policy

---

N.B. This English language text is a translation from the original Italian, to enable foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the original Italian text will be valid. Any disputes in the tender procedure and contract implementation shall be governed by laws of the Republic of Italy.

*Signed in acceptance by the Legal Representative.....*