



COMPUTING SERVICE

Special Tender Specifications

for the supply of hardware equipment, Monitors, to be leased and/or purchased for all the buildings of the European University Institute.

LOT no. 2

YEAR 2011

CONTENTS

TITLE I	4
GENERAL INFORMATION ON THE TENDER	4
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	5
Article 5 – Place of delivery of equipment	5
TITLE II	5
TENDER SPECIFICATIONS	5
Article 6 – Guidelines for drawing up the bid	5
Article 7 – Compliance Matrix Request.	6
Article 8 – Characteristic features of the Monitors.	6
Article 9 – Table of Costs.	7
Article 10 – Delivery of goods	8
Article 11 – Functional acceptance-testing	8
Article 12 – The Company's Liabilities	8
Article 13 – Guarantee and Maintenance of the Supply	9
Article 14 – Removal of Equipment	9
Article 15 – Equipment returned because found not to be in conformity	9
TITLE III	10
OBLIGATIONS AND COSTS IN IMPLEMENTING THE CONTRACT	10
Article 16 – Obligations and costs to be borne by the Company	10
Article 17 – Person in Charge of implementation	11
TITLE IV	11
PENALTIES	11
Article 18 – Breach of contract and penalties	11
TITLE V	12
PRIVACY AND COPYRIGHT LAWS	12
Article 19 – Privacy on data and information	12
Article 20 – Patents and copyright	12
TITLE VI	12
ACCIDENT PREVENTION AND SAFETY IN THE WORKPLACE REGULATIONS	12
Article 21 – Safety provisions	12
TITLE VII	13
PRICES AND PAYMENT TERMS	13
Article 22 – Invoicing	13
Article 23 – Periodic price adjustments	13
TITLE VIII	13
ADMINISTRATIVE AND CONTRACTUAL COSTS	13
Article 24 – Signing of contract	13
Article 25 – Declining the award of the contract	13
Article 26 – Withdrawal from contract by the Contracting Authority	14
Article 27 – Termination of the contract by the Company	14
Article 28 – Warning notice to fulfill contract – <i>De jure</i> termination of contract	14
Article 29 – Other cases of contract termination	14
Article 30 – Bid bond and performance bond	15

Article 31 – Insurance policies	15
Article 32 – Subcontracting or transfer of the contract	16
TITLE IX	16
FINAL PROVISIONS	16
Article 33 – Contractual expenses	16
Article 35 – Arbitration	17
Article 36 – Processing of personal data	17
Article 37 – Legal framework	17
Article 38 – Project Manager in charge of the procedure	17

TITLE I GENERAL INFORMATION ON THE TENDER

Article 1 – Definitions

“Company” shall mean the Company that is awarded the tender, and to which the supply of goods and 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 supply of goods and services described in the Special Tender Specifications.

Article 2 – Object of the tender

These Special Tender Specifications contain the regulations governing the supply of **700** Monitors, including On-site technical assistance, on the premises of the buildings of European University Institute. Minimum requirements and description of the type of equipment requested by the Purchaser are contained in Article 10.

All hardware equipment must:

- be previously unused, virgin and new from the factory, produced by manufacturers well-known on the international worldwide market and having ISO 9000 certification;
- have ISO 9001, EN60250 certification on individual components and on assemblage.
- possess prerequisites envisaged in Directives 2004/108/EC, dated 15 December 2004 and 2006/95/EC, dated 12 December 2006.

In the twelve (12) months following the completion of supply it shall be possible for the Purchaser to repeatedly request the supply of one or more Monitors, amending the rental contract. The Monitors shall be of the same model as the initial supply. The monthly payment shall be adjusted offering the same financial conditions per individual unit as those provided for in the initial supply.

As an alternative to the extension of the rental agreement, the Contracting Authority shall have the option of purchasing one or more Monitors. As described above, these Monitors must be of the same model and be sold at the same unit cost as listed in the offer for the initial supply.

Article 3 – Duration of the contract

The tender disciplined by these Specifications has a duration of five years from the date of signing of the contract, with the option of partial or total purchase of equipment.

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Article 4 – Presumed amount of the tender

The overall presumed value of the tender is estimated at **€145,000.00** excluding VAT.

This estimate is based on average market prices and is to be considered purely an indication; it shall be used merely to determine the presumed overall value of the tender and in no way commits the Contracting Authority to award a tender for the entire above-mentioned total sum.

Article 5 – Place of delivery of equipment

The list below includes all the premises of the European University Institute; the Company shall deliver the equipment to the ground floor of these buildings.

The number of Monitors (units) and the timing of deliveries shall be agreed upon jointly; but the Contracting Authority requires that supply of all the goods be completed within a period of 60 days. Partial deliveries should be in lots of not fewer than 50 Monitors per shipment.

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

TITLE II TENDER SPECIFICATIONS

Article 6 – Guidelines for drawing up the bid

The bid must be drawn up in three sections:

- I. **Compliance Matrix Requests** – Declaration of compliance with all requirements and conditions contained in these Special Tender Specifications by filling in Table A1 - Compliance Matrix Requests.
- II. **Technical Information Table** – A technical information table shall be submitted for each hardware configuration proposed.
- III. **Table of Costs** – The form called Table of Costs shall be filled in for each hardware configuration proposed.

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Article 7 – Compliance Matrix Request.

The Compliance Matrix Request must be submitted, to provide exact indications as to the compliance with all the different items (clauses) in these Special Tender Specifications. The matrix shall be filled in using the following keys: C=Fully in compliance; PC=Partially in compliance; NC=Not in compliance. All items listed in the matrix below must be filled in, since they are prerequisites for the supply.

Table B1 Compliance Matrix Requests EUI 2011 Lot 2

Table Compliance Matrix Request EUI Monitor 2011			
Reference (Article / Number)	Proposal Reference	Compliance (C,PC,NC)	Comments
Article 2			
Article 3			
Article 5			
Article 8			
Article 9			
Article 10/1			
Article 10/2			
Article 10/3			
Article 10/4			
Article 13/1			
Article 13/5			

The above chart **Table B1 Compliance Matrix Requests EUI 2011 Lot 2** can be accessed in electronic format in the Technical Annex Lot 2

Article 8 – Characteristic features of the Monitors.

Each hardware configuration to be included in the offer must possess at least the minimum requirements described in the table **Monitor Technical Specifications**, and must be accompanied by a completed **Table B2 - Monitor Technical Specifications EUI2011 Lot 2** (which can be accessed in electronic format in the Technical Annex Lot 2), providing the detailed technical specifications of the Monitor.

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Monitor Technical Specifications

Item No	Specification	Minimum Requirement	Note
1	Screen Size	20.0" Wide Screen (50.8 cm)	
2	resolution	1680 x 1050 at 60Hz	
3	Brightness	300 cd/m ²	
4	Response time	5ms (B2W)	
5	Colours	Equal to or no less than 16 million	
6	Contrast	1000:1 (typical), 50,000:1 dynamic	
7	Viewing angle	horizontal viewing angle not less than 170 ° vertical viewing angle at least 160 °	
8	Pixel Pitch	not exceeding 0.29mm	
9	Type	TFT	
10	Panel	TN	
11	Connections	- VGA / DVI-I	- USB (Optional) - x1 (Input) - x2 (output)
12	Surface type	Anti-Glare	
13	Pivot	Optional	
14	Tilt	Yes (of -5° to +35°)	
15	Swivel	Yes	
16	VESA (wall) Mountable	No	
17	Security	Kensington lock	
18	Power Rating	up to 50W maximum mode energy consumption and 2W in sleep mode	
19	Control	- OSD(On Screen Displays) <ul style="list-style-type: none"> o To adjust the brightness, contrast and the positioning of the screen o Auto adjustment of the screen. 	
20	Energy Saving	Standby	Conform to EPA Energy Star Ver. 5.0 or equivalent

The bidding Company can attach advertising material (up to a maximum of 10 pages) to its offer, although the evaluation of the bid will be based on the information provided in the Table detailing the technical specifications: **Table B2 - Monitor Technical Specifications - EUI2011 Lot 2.**

Article 9 – Table of Costs.

The costs must be presented by compiling Table B3 for each hardware configuration proposed: See **Annex B3 - EUI2011 Lot 2.**

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Article 10 – Delivery of goods

1. All Monitors must be identical.
2. From the moment the tender is final awarded, at least 10 Monitors of the selected brand and model must be delivered to the Contracting Authority within five days.
3. The Company shall deliver all IT equipment exactly according to quantities requested to the premises indicated by the Contracting Authority in the purchase order.
4. All equipment supplied shall be inventoried by attaching to the Monitor permanent labels with a single code to be established by the Contracting Authority. The list shall be provided to the Contracting Authority in electronic format (format *.xls) at least 5 (five) days prior to actual delivery and shall give indications as to brand, model, series number of product, inventory number.
5. Actual delivery shall be certified by a receipt of acceptance of goods signed by the Contracting Authority or by person(s) delegated by the Contracting Authority.

Article 11 – Functional acceptance-testing

Hardware installation is entirely the responsibility of the Contracting Authority

- If the functional testing of the equipment yields an unacceptable result, or if the hardware does not function correctly due to faults attributable to the Company, with no further cost accruing to the Contracting Authority the Company shall withdraw any malfunctioning equipment and replace any faulty component or the entire malfunctioning equipment, ensuring that replacement equipment is delivered and successfully acceptance tested within 24 hours.
- Should replacements of faulty components and/or the entire equipment be necessary, all shipment and delivery costs shall be borne by the Company.

Article 12 – The Company's Liabilities

1. The Company guarantees that all IT material supplied shall be in full conformity with the technical and functional specifications in the Tender Specifications, and in compliance with all specifications listed.
2. The Company guarantees that all goods shall be free of faults, either material or manufacturing, and suitable for the use for which they are leased for the entire duration of this contract; and further commits to repair or replace totally or partially any components that are faulty.
3. While accepting entirely the above commitment to supply the equipment according to the Tender Specifications, the Company accepts no responsibility for incidents attributable to Force Majeure, such as serious accidents, explosions, landslides, lack of electricity, fires, earthquakes and other similar events, that may totally or partially prevent it from delivering the goods.

Furthermore, problems due to the following causes are also excluded from the guarantees undertaken by the Company:

- negligence or willful damage,
- electricity or computer network,

and, more generally, due to any problem not envisaged in Manufacturers' standard guarantees; the Company, however, undertakes to extend its guarantee to the Contracting Authority for the entire duration of the contract.

4. The Company shall shoulder any third party liability, releasing the Contracting Authority from any such liability, in relation to usage of equipment supplied, except when a cause can be demonstrated that is not attributable to the Company.

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Article 13 – Guarantee and Maintenance of the Supply

- 1) The Company undertakes to supply the Contracting Authority, for the entire duration of the contract, with all necessary technical hardware maintenance for the Monitors, providing “on site” assistance (including, therefore, minimum charge, cost of technical staff, travel and transfer refunds and anything else not expressly mentioned) at the premises of the Contracting Authority where the equipment is located.
- 2) Assistance will be provided in such a way that the Contracting Authority may continuously avail itself of functioning equipment.
- 3) Should operative functionality not be guaranteed in a timely and permanent manner, the Company shall replace all or part of the equipment. Delays in repairs or replacement beyond 24 working hours, from the moment the nature or cause of the dysfunction is detected, shall give rise to a penalty, see Article 16.
- 4) Technical hardware assistance on-site shall be provided by the Company every day, between 9 am and 6 pm, excluding Saturdays, Sundays, holidays and the week around 15 August as well as the week between Christmas and the New Year, as is stipulated in the European University Institute's calendar.
- 5) The Company undertakes to intervene within the working day immediately following the day when the Contracting Authority sends its request by e-mail. Maximum response time to repair a fault shall be 8 working hours.
- 6) In the case of breakdowns due to accidental causes, or to negligence and misuse of equipment by the Contracting Authority, as well as in those cases envisaged in Article 12, the Company shall charge the Contracting Authority for the cost of the intervention and repair.
- 7) The Contracting Authority will guarantee the Company – and any persons delegated by the Company – access to the premises where the equipment is installed, in order for repairs or maintenance operations to be performed.
- 8) The Company must guarantee availability of all spare parts for a period of at least 5 (five) years from the date when the post-installation functional testing is declared successful.

Article 14 – Removal of Equipment

Should the Contracting Authority decide not to renew the contract, or not to proceed with the purchase of the equipment, when the contract expires the Company shall undertake the removal of all equipment, covering all related costs.

The staff of the Contracting Authority shall be responsible for removing any additional devices installed on the equipment, devices belonging either to the Contracting Authority or to third parties.

Any additional device belonging to the Contracting Authority which is not removed shall become the property of the Company.

Article 15 – Equipment returned because found not to be in conformity

Equipment delivered but found not to be in compliance with the contract shall be returned; the Company shall be notified in writing and shall be entirely responsible for collecting the goods and replacing them within at most 5 (five) working days, without any extra charge.

Delays in replacing and/or withdrawing equipment by the Company shall be deemed “failure to deliver”. The Company shall be liable for any damage incurred by equipment which is not promptly withdrawn. Equipment not withdrawn within 15 working days from written notification may be shipped to the Company, and all expenses incurred in shipment will be charged to the Company.

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TITLE III

OBLIGATIONS AND COSTS IN IMPLEMENTING THE CONTRACT

Article 16 – Obligations and costs to be borne by the Company

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

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

- all costs and risks connected to the delivery of the goods that are the object of this contract, and to any activity needed for its full implementation, or that may be necessary in order to fully comply with all obligations, including any transportation costs for human resources required for contract implementation;
- costs incurred in transportation of equipment required to ensure that the supply is delivered in a timely and perfect manner;
- strict observance of all provisions in current laws, agreements and regulations concerning labour contracts and safety provisions, prevention of occupational injuries, non-voluntary unemployment, disability, retirement and all other provisions in force at the time of implementation of the tender;
- in implementing the tender, to adopt all procedures and all cautionary measures aimed at preventing any damage to public or private property, and especially injuries to working personnel and to third parties, in strict observance of existing laws. Any injuries to persons or damage to property, due to installation of the equipment or due to actions by the Company's employees, shall be entirely the liability of the Company, while no responsibility shall be shouldered by the Contracting Authority;
- waste disposal of all packaging materials and/or containers during the delivery of goods;
- cleaning and/or repair at the Company's expense of any premises, rooms, furniture, doors and windows, floors, which may have been accidentally soiled or damaged during delivery of goods; final decision as to repair or cleaning will be decided by the person(s) appointed by the Contracting Authority to supervise delivery;

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

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Article 17 – Person in Charge of implementation

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

TITLE IV PENALTIES

Article 18 – Breach of contract and penalties

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

- a) delayed delivery, except for causes of Force Majeure or causes attributable to the Contracting Authority, the Company shall be charged a penalty of €5 per working day for each Monitor
- b) non-compliance with the delivery of electronic forms containing technical information, due to be sent to the Contracting Authority no later than 5 days prior to delivery of equipment: the Company will be charged €20.00 (twenty/00) a day for each day of delay
- c) delay in repairing or replacing equipment: if the Company does not intervene to repair or replace faulty equipment within 24 working hours from the moment in which the nature or cause of the fault is detected, it shall be charged a penalty of €5 for every working day and for every Monitor, until such time as the equipment is once again functional

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 Party, the Contracting Party 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.

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TITLE V PRIVACY AND COPYRIGHT LAWS

Article 19 – Privacy on data and information

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

Article 20 – Patents and copyright

The Contracting Authority accepts no liability should the Company make use of devices and/or technical solutions patented or registered by others in the course of the implementation of the tender. The Company undertakes to relieve the Contracting Authority of any liability in case of any kind of claim, charge, or lawsuit by anyone, including claims for loss or damage lodged by any person(s), as well as any charge for expenses incurred, in relation to breach of copyright laws.. Each party undertakes to immediately advise the other of any claim or action on the part of third parties in relation to disputes of the above-mentioned type, as soon as it learns of it.

TITLE VI ACCIDENT PREVENTION AND SAFETY IN THE WORKPLACE REGULATIONS

Article 21 – 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.

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TITLE VII PRICES AND PAYMENT TERMS

Article 22 – Invoicing

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

Payments will be by bank transfer (R.I.D - Rapporti Interbancari Diretti) via the Contracting Authority's bank. Should invoices be received containing irregularities of either form or substance, the Contracting Authority shall formally notify the Company of the irregularity and shall suspend the payment terms.

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

Any penalties for non-compliance shall be directly credited to the Contracting Authority through bank transfer.

Article 23 – Periodic price adjustments

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

TITLE VIII ADMINISTRATIVE AND CONTRACTUAL COSTS

Article 24 – 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 25 – 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.

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Article 26 – 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 implementation 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 27 – Termination of the contract by the Company

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

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

Article 28 – Warning notice to fulfill contract – *De jure* termination of contract

If the goods supplied are not in full compliance with the tender specifications, the Contracting Authority has the right to refuse the goods and to issue a warning notice – sent by registered letter – demanding that the Company comply with its contractual obligations, delivering the goods according to the terms of the specifications, within a strict deadline (no more than 15 days later). The Company shall comply with these indications. Should the Company not fulfill its obligations within expiry of that final deadline, the contract shall be deemed terminated *de jure*.

Article 29 – 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 against the Company;
- b) winding-up or sale of the Company's activity;
- c) incomplete delivery of goods and services that are the object of the contract, after 15 days have elapsed from the final delivery deadline;
- d) fraud in executing the delivery;
- e) failure to observe the prohibition to subcontract;
- f) proven breach of laws on accident prevention, safety in the workplace, and compulsory insurance for employees;
- g) unexplained stoppage of delivery;
- h) violation of the laws on product guarantees;
- i) violation of patents, copyright and general property rights of third parties;
- j) even partial transfer of the contract;

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Article 30 – 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:

- deposit account with the Contracting Authority's bank, Cassa di Risparmio di Firenze Main Branch, current account no. 69156/00 - IT 75Z0616002800000691156C00, in the name of Istituto Universitario Europeo, in cash or State bonds, which can only be withdrawn with written approval of the Contracting Authority;
- a bank guarantee or insurance policy or a policy issued by financial brokers included in the special register provided for in Article 107 of Italian Legislative Decree 385/93 and subsequent amendments. This guarantee must remain valid throughout the duration of the contract, it must expressly provide for waiver of the right to enforce prior payment from the main debtor, and become operational within fifteen days upon a simple written request by the Contracting Authority.

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

Article 31 – Insurance policies

In relation to all obligations deriving from acceptance of the Tender Specifications, the Company expressly releases the Contracting Authority from any and all liability in cases of injuries or damage that may be incurred by persons or property, belonging to the Contracting Authority, to the Company, to third parties, and having occurred in relation to activities performed in fulfilling contractual obligations. To this end, the Company undertakes to enter into an agreement with a prime Insurance Company, to provide for RCT/RCO (liability towards third parties and workers) insurance policies, stating specifically that the Contracting Authority is to be considered to all intents and purposes a third party.

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

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

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Article 32 – Subcontracting or transfer of the contract

In the offer submitted, the Tenderer shall explicitly disclose which parts of the supply of services the Tenderer is considering for subcontracting.

Should the subcontracting be authorized, all liabilities and responsibilities shall nonetheless be fully shouldered by the Company awarded the tender.

Should subcontracting be undertaken without authorization by the Contracting Authority, the contract shall be terminated immediately and the Contracting Authority shall receive compensation for damages and expenses incurred.

Should undisclosed subcontracting occur, the Company awarded the tender shall be liable to compensate the Contracting Authority - and any third party affected - for any breach of the terms of this contract by the subcontracting company.

The Company shall disclose any and all controlling interest and all forms of relationship with the company to which the subcontract is entrusted.

TITLE IX FINAL PROVISIONS

Article 33 – 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 34 – Mediation

Any disputes or controversies between the Company and the Contracting Authority regarding the interpretation and correct implementation of contractual terms that cannot be solved by direct agreement between the parties shall be submitted, within ten days, to an *ad hoc* and jointly designated Mediator. The Mediator's duties shall be to conduct an effective, impartial and competent mediation, regardless of his profession or title in the Member State concerned, and regardless of the manner in which he is appointed or invited to conduct the mediation. The Mediator shall issue a decision within 5 working days.

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

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

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

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

Article 35 – Arbitration

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

The Arbitration Body's decisions are taken by majority.

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

Article 36 – 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 on personal data protection envisaged in the President's Decision 32/2008, exclusively for the purposes of these tender proceedings.

Article 37 – Legal framework

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

Article 38 – Project Manager in charge of the procedure

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

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

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