

# FONDAZIONE SISTEMA TOSCANA

**To find qualified entities for the service of "Production and translation of editorial content with a Tuscany theme for the portals of Fondazione Sistema Toscana" Lot I English, Lot II German, Lot III Portuguese, Lot IV Russian, Lot V Mandarin Chinese.**

**CIG Lot I: 5616774488; CIG Lot II: 5616783BF3; CIG Lot III: 5616791290;  
CIG Lot IV: 56167955DC; CIG Lot V: 5616803C74**

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## **The President of Fondazione Sistema Toscana**

Considering that

- on 28/02/2014, the activities pertaining to the Voglio Vivere Così campaign, promotion campaign "Voglio Vivere Così. In Toscana 2011-2013" came to an end – as part of the 5.5a activity line of intervention of POR "Regional Competitiveness and Occupation" FESR 2007-2013 and the Toscana Card App project;
- exiting from the VVC and Toscana Card management, said activities will become part of the routine management of the outsourcing of Fondazione Sistema Toscana (hereinafter FST) under the jurisdiction of the Purchasing Offices;
- to outsource tasks for amounts equal to or higher than 20,000.00€ plus VAT, the Purchasing Office deems it necessary to act in accordance with legal provisions (Italian Legislative Decree 163/06 – Contract Code);

## **Calls**

The selected participants, in accordance with the market research notice, to reply to the following Tender Specifications with a Technical and Economic bid in line with the requirements of the Specifications.

## **SPECIAL TENDER SPECIFICATIONS**

### **Art. 1 Purpose**

The service for the call for tenders can be divided into 5 lots, which comprise the service, as follows:

#### **Lot I English**

1. Access to the OpenCMS editorial management system of said sites;
2. Production and translation of editorial content for the Fondazione Sistema Toscana portals and direct input on the CMS of said sites and their publication online. More specifically, (indicative numbers to be regarded as a minimum workload): production of 600 articles/records (title + subtitle + text amounting to 1,500/2,500 characters, including spaces) (*see Enclosure 1*);
3. Daily verification of the availability of Italian content ready for translation;

4. Translation of content from Italian into English, beginning with content available on the CMS from the Fondazione Sistema Toscana web network (including [www.intoscana.it](http://www.intoscana.it), [www.turismo.intoscana.it](http://www.turismo.intoscana.it), [www.toscanaevents.it](http://www.toscanaevents.it), [www.toscaninelmondo.org](http://www.toscaninelmondo.org));
5. Translation of content directly on the CMS of said sites and their publication online. More specifically, (indicative numbers to be regarded as a minimum workload:
  - a. 300 articles/records to be translated from the beginning (title + subtitle + text amounting to 1,500/2,500 characters, including spaces) (*see Enclosure 1*),
  - b. 1,200 editorials on events to be translated from the beginning (title + subtitle + description, in total 1,000/1,200 characters) (*see Enclosure 2*);
6. Revision of 200 contents produced by the in-house Social Media Team of Fondazione Sistema Toscana for blog posts (title + subtitle (where present) + text amounting to 1,500/2,500 characters, including spaces) (*see Enclosure 3*);
7. Updating pages and content as coordinated and supervised by the FST editorial office: as an indication, this means positioning and arranging using content that has already been produced or producing launches (title + a few lines of text) for the home page of [www.turismo.intoscana.it](http://www.turismo.intoscana.it) and [www.toscanaevents.it](http://www.toscanaevents.it) as well as the home pages of the channels and the themed sections of [www.turismo.intoscana.it](http://www.turismo.intoscana.it);
8. Input of multimedia contributions on the CMS, translating the textual components (title, descriptions, tags...);
9. Coordination meeting with the Fondazione Sistema Toscana editorial team (meetings in person or via a digital communication platform): minimum number 1 per week;
10. All activity must be carried out under the constant supervision of the Fondazione Sistema Toscana editorial office and communication department;
11. Monthly reports on the activities conducted;
12. Valuation criteria of the bids will comply with the most economically advantageous bid with a particular focus on the following aspects:
  - a. The profiles of the editors for the production and translation of content;
  - b. The number of native speakers involved in the production and translation activities;
  - c. Knowledge of the reference tourism markets preferred;
  - d. Organization of the service based on response and uploading times;
  - e. Working model and relations with FST;
  - f. The number of contents and input conducted every month.

## **Lot II German**

1. Access to the OpenCMS editorial management system of said sites;
2. Production of editorial content for the Fondazione Sistema Toscana portals and direct input on the CMS of said sites and their publication online. More specifically, (indicative numbers to be regarded as a minimum workload):
  - a. 150 articles/records (title + subtitle + text amounting to 1,500/2,500 characters, including spaces) (*see Enclosure 1*);
  - b. production of 150 posts for the social networks of the reference markets, complete with images or other multimedia content (title + text amounting to 300 characters including spaces) (*see Enclosure 4*);
3. Daily verification of the availability of Italian content ready for translation;
4. Translation of content from Italian into German, beginning with content available on the CMS from the Fondazione Sistema Toscana web network (including [www.intoscana.it](http://www.intoscana.it), [www.turismo.intoscana.it](http://www.turismo.intoscana.it), [www.toscanaevents.it](http://www.toscanaevents.it), [www.toscaninelmondo.org](http://www.toscaninelmondo.org));
5. Translation of content directly on the CMS of said sites and their publication online. More specifically, (indicative numbers to be regarded as a minimum workload: 100 articles/records to be translated from the beginning (title + subtitle + text amounting to 1,500/2,500 characters, including spaces) (*see Enclosure 1*);

6. Input of multimedia contributions on the CMS, translating the textual components (title, descriptions, tags...);
7. Coordination meeting with the Fondazione Sistema Toscana editorial team (meetings in person or via a digital communication platform): minimum number 1 per week;
8. All activity must be carried out under the constant supervision of the Fondazione Sistema Toscana editorial office and communication department;
9. Monthly reports on the activities conducted;
10. Valuation criteria of the bids will comply with the most economically advantageous bid with a particular focus on the following aspects:
  - a. The profiles of the editors for the production and translation of content;
  - b. The number of native speakers involved in the production and translation activities;
  - c. Knowledge of the reference tourism markets preferred;
  - d. Organization of the service based on response and uploading times;
  - e. Working model and relations with FST;

The number of contents and input conducted every month.

### **Lot III Portuguese**

1. Access to the OpenCMS editorial management system of said sites;
2. Production of editorial content for the Fondazione Sistema Toscana portals and direct input on the CMS of said sites and their publication online. More specifically, (indicative numbers to be regarded as a minimum workload):
  - a. 150 articles/records (title + subtitle + text amounting to 1,500/2,500 characters, including spaces) (*see Enclosure 1*);
  - b. production of 150 posts for the social networks of the reference markets, complete with images or other multimedia content (title + text amounting to 300 characters including spaces) (*see Enclosure 4*);
3. Daily verification of the availability of Italian content ready for translation;
4. Translation of content from Italian into Portuguese, beginning with content available on the CMS from the Fondazione Sistema Toscana web network (including [www.intoscana.it](http://www.intoscana.it), [www.turismo.intoscana.it](http://www.turismo.intoscana.it), [www.toscanaevents.it](http://www.toscanaevents.it), [www.toscaninelmondo.org](http://www.toscaninelmondo.org));
5. Translation of content directly on the CMS of said sites and their publication online. More specifically, (indicative numbers to be regarded as a minimum workload: 100 articles/records to be translated from the beginning (title + subtitle + text amounting to 1,500/2,500 characters) (*see Enclosure 1*);
6. Input of multimedia contributions on the CMS, translating the textual components (title, descriptions, tags...);
7. Coordination meeting with the Fondazione Sistema Toscana editorial team (meetings in person or via a digital communication platform): minimum number 1 per week;
8. All activity must be carried out under the constant supervision of the Fondazione Sistema Toscana editorial office and communication department;
9. Monthly reports on the activities conducted;
10. Valuation criteria of the bids will comply with the most economically advantageous bid with a particular focus on the following aspects:
  - a. The profiles of the editors for the production and translation of content;
  - b. The number of native speakers involved in the production and translation activities;
  - c. Knowledge of the reference tourism markets preferred;
  - d. Organization of the service based on response and uploading times;
  - e. Working model and relations with FST;
  - f. The number of contents and input conducted every month.

### **Lot IV Russian**

1. Access to the OpenCMS editorial management system of said sites;

2. Production of editorial content for the Fondazione Sistema Toscana portals and direct input on the CMS of said sites and their publication online. More specifically, (indicative numbers to be regarded as a minimum workload):
  - a. 150 articles/records (title + subtitle + text amounting to 1,500/2,500 characters, including spaces) (*see Enclosure 1*);
  - b. production of 150 posts for the social networks of the reference markets, complete with images or other multimedia content (title + text amounting to 300 characters including spaces) (*see Enclosure 4*);
3. Daily verification of the availability of Italian content ready for translation;
4. Translation of content from Italian into Russian, beginning with content available on the CMS from the Fondazione Sistema Toscana web network (including [www.intoscana.it](http://www.intoscana.it), [www.turismo.intoscana.it](http://www.turismo.intoscana.it), [www.toscanaevents.it](http://www.toscanaevents.it), [www.toscaninelmondo.org](http://www.toscaninelmondo.org));
5. Translation of content directly on the CMS of said sites and their publication online. More specifically, (indicative numbers to be regarded as a minimum workload: 100 articles/records to be translated from the beginning (title + subtitle + text amounting to 1,500/2,500 characters) (*see Enclosure 1*);
6. Input of multimedia contributions on the CMS, translating the textual components (title, descriptions, tags...);
7. Coordination meeting with the Fondazione Sistema Toscana editorial team (meetings in person or via a digital communication platform): minimum number 1 per week;
8. All activity must be carried out under the constant supervision of the Fondazione Sistema Toscana editorial office and communication department;
9. Monthly reports on the activities conducted;
10. Valuation criteria of the bids will comply with the most economically advantageous bid with a particular focus on the following aspects:
  - a. The profiles of the editors for the production and translation of content;
  - b. The number of native speakers involved in the production and translation activities;
  - c. Knowledge of the reference tourism markets preferred;
  - d. Organization of the service based on response and uploading times;
  - e. Working model and relations with FST;
  - f. The number of contents and input conducted every month.

#### **Lot V Mandarin Chinese**

1. Access to the OpenCMS editorial management system of said sites;
2. Production of editorial content for the Fondazione Sistema Toscana portals and direct input on the CMS of said sites and their publication online. More specifically, (indicative numbers to be regarded as a minimum workload):
  - a. 150 articles/records (title + subtitle + text amounting to 1,500/2,500 characters, including spaces) (*see Enclosure 1*);
  - b. production of 150 posts for the social networks of the reference markets, complete with images or other multimedia content (title + text amounting to 300 characters including spaces) (*see Enclosure 4*);
3. Daily verification of the availability of Italian content ready for translation;
4. Translation of content from Italian into Mandarin Chinese, beginning with content available on the CMS from the Fondazione Sistema Toscana web network (including [www.intoscana.it](http://www.intoscana.it), [www.turismo.intoscana.it](http://www.turismo.intoscana.it), [www.toscanaevents.it](http://www.toscanaevents.it), [www.toscaninelmondo.org](http://www.toscaninelmondo.org));
5. Translation of content directly on the CMS of said sites and their publication online. More specifically, (indicative numbers to be regarded as a minimum workload: 100 articles/records to be translated from the beginning (title + subtitle + text amounting to 1,500/2,500 characters) (*see Enclosure 1*);
6. Input of multimedia contributions on the CMS, translating the textual components (title, descriptions, tags...);

7. Coordination meeting with the Fondazione Sistema Toscana editorial team (meetings in person or via a digital communication platform): minimum number 1 per week;
8. All activity must be carried out under the constant supervision of the Fondazione Sistema Toscana editorial office and communication department;
9. Monthly reports on the activities conducted;
10. Valuation criteria of the bids will comply with the most economically advantageous bid with a particular focus on the following aspects:
  - a. The profiles of the editors for the production and translation of content;
  - b. The number of native speakers involved in the production and translation activities;
  - c. Knowledge of the reference tourism markets preferred;
  - d. Organization of the service based on response and uploading times;
  - e. Working model and relations with FST;
  - f. The number of contents and input conducted every month.

## **Art. 2 Start date, duration, renewal and extension**

The services will take place for 12 months upon signing the contract.

Fondazione Sistema Toscana reserves the right to assign to the contractor supplementary and additional services, in accordance with art. 57 commas 2 and 5, to reinforce and carry out further activities and services connected with the application. Further assignments will be covered by an additional contract with start and finish date that may differ from those stated in the previous and main assignment and may not exceed 50% of the present assignment.

**The present procedure is subject to verification of the resources in actual fact made available to Fondazione Sistema Toscana by the planning of its activities as well as regional activities.**

**Thus, Fondazione Sistema Toscana shall not be held responsible in case of any cancellation.**

## **Art. 3 Estimated amount**

The remuneration for the service provided shall amount to:

**Lot I: 38,400.00 € plus VAT**

**Lot II: 26,400.00 € plus VAT**

**Lot III: 26,400.00 € plus VAT**

**Lot IV: 26,400.00 € plus VAT**

**Lot V: 26,400.00 € plus VAT**

#### **Art. 4 Technical bid content**

Technical bids will be evaluated by an expert commission, which will draw upon suitable consultative support to be able to identify possible differences in quality amongst the bids received.

The technical bid, which should be no longer than twenty-five (25) pages long, excluding the cover, list of contents, time schedule and the CVs of the figures involved, must contain the following parts:

- A detailed description of the activities set out in art. 1 of these Specifications;
- Timescales, methods and organization of the activities, with particular focus on service response times, working model and relations with FST;
- Overall activity duration estimation graph;
- Curriculum vitae of the editors involved in content production and translation;
- Company profile from 2011 to the present day, with evidence of activities similar to those stated in the service described in the notice.

**Technical bids must contain neither price estimations nor costs proposed by the bidders, not even in a lesser measure, upon penalty of exclusion from the bid.**

#### **Art. 5 Technical bid – awarding principle**

The tender is carried out according to the procedure set out in art. 55 of D. Lgs. no. 163/06, and is awarded based on the principle of the most economically advantageous bid, as stated in art. 83 of D. Lgs. no.163/06.

Respective scores will be given to bids based on the elements set out below:

**Quality of the technical bid (max. 80 points),** divided as follows:

1. Profiles of the editors involved in content production and translation and number of native speakers: **20pt**
2. Organization of the service according to response and upload times; working model and relations with FST: **20pt**
3. Maximum number of contents that will be produced and published during the period of effect of the contract: **15pt**
4. Maximum number of contents that will be translated and published during the period of effect of the contract: **15pt**
5. Knowledge of the reference tourism markets: **10pt**

#### **Art. 6 Economic bid – awarding principle**

**Economic bid (max. 20 points)**

For the purposes of allocating a score regarding the total bid price, the following formula will be applied:

$$P = (P_{\min}/P_{\text{off}}) \times 20$$

where

P: score allocated to the economic bid

Pmin: lowest price bid

Poff: price of the bid in question

The tender will be awarded to the bidder whose bid totals the highest score when the scores obtained from evaluating the technical bid and the economic bid are added together.

**Neither technical bids that scored fewer than 48 points in the "Quality of the Technical Bid" principle nor higher economic bids will be admitted into the economic bid evaluation.**

If there is a draw, the tender will be awarded to the bidder that scored the highest in the technical bid.

### **Art. 7 Effect of the contract, invoicing and payments**

In accordance with comma 12 of art. 11 of D.Lgs 163/2006, FST reserves the right to ask the bidder if deemed provisional contractor to start immediately the activities while the declarations that have been presented are verified as well as the DURC (single insurance contribution payment certificate) and all the other obligations required and aimed at drawing up the final service contract.

Having completed the tender procedure and established the provisional awarding of the tender, FST will notify the outcome by fax to all the participants, and will also notify the contractor regarding the original documentation needed to verify the self-certifications that are presented, the 10% guaranty of the awarded amount, the DURC, etc. Having finished the verification, taking into account the final guaranty and the production times by the other DURC administrations or other certificates, the contract will be stipulated.

Payments will be made, following the project development stages and within the following time scales:

- 1st payment, totalling 30% of the bid amount, upon delivery of the quarterly progress report once approved and upon presenting a regular invoice;
- 2nd payment, totalling 20% of the bid amount, upon delivery of the quarterly progress report once approved and upon presenting a regular invoice;
- 3rd payment, totalling 30% of the bid amount, upon delivery of the quarterly progress report once approved and upon presenting a regular invoice;
- 4th payment upon conclusion of the activities, the contractor will present a final works report, which, once approved, will allow the residual remuneration of the awarded amount to be paid, from which the payments that have already been invoiced will be subtracted.

### **Art. 8 Information and training duties**

Prior to beginning the execution of the contract, FST will call a coordination meeting with the firm and provide information on existing risks in the environment (the company's offices), where the company carries out part of the services, as well as on preventive and emergency measures that may need to be adopted in relation to the service to be carried out. This meeting will be held in the presence of the safety managers of the location where the activities are carried out.

### **Art. 9 Duties of the company**

The contractor, in accordance with art. 24 of L.R. Toscana no.38/07, is obliged to inform immediately the contracting body of any act of intimidation committed against it during the contract aimed at influencing the regular and correct execution.

Moreover, the contractor must submit all its activity regarding, more specifically, artistic and image decisions as well as variations and integrations to the Specifications upon the approval of the FST by the Procedure Manager (RUP).

#### **Art. 10 Regular execution verification**

FST will verify the regular execution of the services in relation to what is set out in these Specifications based on the quarterly works progress reports presented by the contractor, as contained in the technical bid and as, if any, contained in the specific clauses of the contract, referring to the activity duration estimation graph that has been presented.

#### **Art. 11 Intellectual property**

In reference to material products within the scope of this tender, albeit called products within the scope of the activities stated in art. 1 during the duration of the tender, FST is the owner (in its own name or on behalf of its agent institutions) and owner of exclusive rights of economic use and not, in accordance to what is set out by law no. 633/41, of the text and anything else that it will provide to the executor of the contract. These textual and photographic contents may neither be separated nor made subject to specific sales or transferral to third parties.

FST reserves the right, within the effect of the contract, to promote awareness of the service, also through presentations and seminars, agreeing with the contractor the conditions of its possible participation.

#### **Art. 12 Means of presenting bids**

By **1pm** on the date stated in the notification of the invitation to present bids, the bidders must deliver (according to the means preferred by them, taking into account that it is not the date of the outward postal stamp data that is used, but instead the delivery date according to FST protocol), in a fully sealed parcel, stamped and sealed at the edges with initials applied in such a way as to exclude any tampering with the parcel. For the evaluation, reference will be made to the administrative law in force, fairly cooperating nonetheless with the bidder in order to ensure utmost participation in the procedure.

On the envelope, in addition to the address of Fondazione Sistema Toscana, the wording of the tender must be stated, as written in these Specifications, as well as the words **DO NOT OPEN**. The sender must be indicated clearly as well as the fax number or certified email address, which will be used for all communications between the contracting body and the bidder.

The documents must be sent to Fondazione Sistema Toscana, Via Duca d'Aosta, 9 - 50129 Firenze, upon penalty of exclusion, by Poste Italiane S.p.A. or by an authorized delivery firm. You may also deliver envelopes by hand or by means of third parties, by the same cut-off date, to the Fondazione Sistema Toscana offices (same address as stated above), which will issue a receipt.

Inside the parcel there must be three envelopes, sealed in the same way, bearing the following wordings:

- Busta Documenti Amministrativi [Administrative Documents Envelope]

- Busta Offerta Tecnica [Technical Bid Envelope]
- Busta Offerta Economica [Economic Bid Envelope]

### **Administrative Documents Envelope**

This envelope must be closed, sealed in order to exclude tampering, and it must contain, according to the methods set out in these Specifications:

- a declaration signed by the legal representative of the bidding company or by the leader of the group, in which he/she states that he/she has read the Specifications and that the company is taking part in the tender aware of the contents of the services to be provided within the terms set out in the tender documents;
- a photocopy of the ID of the signatory;
- 2% guaranty of the starting amount (D.Lgs. 163/2006), valid for no less than 6 months and with the legal clauses corresponding to waiving the prior benefit of discussion of the main debtor, and all the clauses set out in the legislation in force.

If integrations to the administrative documentation presented during prequalification were requested, in the same envelope an envelope marked **INTEGRATIONS** should be added, containing all the requested documentation.

This envelope will be the first to be opened, at a public meeting, in order to evaluate whether to continue evaluating the technical and economic bids. (As envisaged by the law in force, the tender authority cannot, upon penalty of rendering the tender null and void, take account of the bids without having first verified the entirety and regularity of the documentation required for participation.)

### **Technical Bid Envelope**

This envelope must be closed, sealed in order to exclude tampering, and it must contain, according to the methods set out in the Technical Specifications, enclosed in these Specifications, the technical bid, or rather the proposed service document, which must be signed on every sheet by the bidder's legal representation or by the leader of the group where applicable, who will also sign the last page.

The technical bid must also be delivered in a digital format, in Opendocument or PDF format, on a usual and easy-to-access support.

### **Economic Bid Envelope**

This envelope must be closed, sealed in order to exclude tampering, and it must contain the price in euros with two decimals, written in numbers and letters.

**N.B. Failure to include in Envelope B of the Technical Bid and administrative documents a photocopy of the signatory's ID or failure to add initials on the sides of the envelopes and the signature of the legal representative on documents where set out in these Specifications are conditions for exclusion from the evaluation and from the tender, unless said documents have already been presented as part of the admissibility documentation.**

**The Economic Bid must contain a photocopy of the signatory's ID. Only if already included within the delivered documents will its absence not be deemed as grounds for exclusion.**

### **Art. 13 Carrying out the evaluation and tender**

At a public session, the Commission will meet to verify the content of the bids.

Having verified the integrity of the parcel and envelopes, the Commission will evaluate the contents of the **Administrative Documents Envelope**. Having verified the contents (and any integrations contained therein), the Commission will declare which bids are admitted to the evaluation of the technical bids.

Thus, the Commission will meet in private to evaluate the **Technical Bids**.

Having concluded the evaluation of the technical bids and having allocated a score, the Commission will convene, by fax, a public meeting, where, having notified the technical evaluations, the economic envelope is opened and the respective score is allocated.

Then, the Commission will allocate the tender provisionally and will, at the same meeting, deliver to the representatives in attendance (or send via fax if not in attendance) the request for documental integration useful for the stipulation within the legal terms of the contract and the request to begin the services urgently, in accordance with comma 12 of art. 11 of D.Lgs. 163/2006.

Having completed the verification, taking into account the final guaranty and the production times by the other DURC administrations or other certificates, the contract will be stipulated. If abnormally low bids are made, the procedure will follow what is set out in comma 2 and 5 of art. 86, in art. 87 and in art. 88 of D.Lgs. 163/06, requesting the following additional documentation:

- 1) an overview of the following types of cost that the bidder envisages that it must bear during the contractual period to carry out the services covered by the tender:
  - staff costs, specifying wages, social security contributions, severance pay/retirement packages, and other costs;
  - amortization of tangible and intangible fixed assets;
  - other management costs;
- 2) any conditions exceptionally advantageous that the bidder offers to carry out the services covered by the tender;
- 3) any other useful information to justify the price bid.

#### **N.B.**

- Failure to sign and initial bid documents shall determine exclusion from the tender, as set out in these Specifications.
- Failure to sign the economic bid shall determine exclusion from the tender, as set out in these Specifications. The same applies to bids higher than the starting price.
- FST verifies possible exclusion from the tender of abnormally low bids in accordance with the procedure stated in art. 88 of D.Lgs. 163/2006.
- Bids that have been influenced are also excluded, as too as those expressed in an indefinite or incomplete way, or those referring to a bid pertaining to another tender.
- Bids cannot be presented that differ or that include integrations to the bid that has already been presented.
- Within the set time scales, the presented bid may be withdrawn. Once a previously presented bid has been withdrawn, a new bid may be presented, as long as it is within the set time scales.
- Presenting the bid implies the unconditional acceptance of the clauses contained in these tender Specifications, thereby waiving all exceptions.

- FST reserves the right not to hold the tender or to extend the date when there are reasonable grounds to do so and whereby the bidders shall have no right to dispute this fact.
- FST reserves the right not to proceed with the final awarding of the contract should no bid prove convenient or suitable in relation to the purpose of the contract.
- FST reserves the right not to award the final contract, where there are reasonable grounds in the public interest.
- Final awarding of the contract does not correspond to acceptance of the bid.
- FST reserves the right to add clauses to the contract that set sizeable penalties for delays or for inadequate execution of the contract. Penalties may not exceed the starting price increased by 10%. Penalties shall be allocated in proportion to the magnitude of the shortcoming, in proportion to the evaluation criteria of this contract.
- The final awarding of the contract is carried out with the decision of the director of Fondazione Sistema Toscana, the contract manager, within 30 days of receiving the provisional awarding of the contract and all the documentation envisaged to stipulate the contract. This measure, until the contract is stipulated, may be revoked should the conclusion of the contract prove superfluous or damaging for FST.

#### **Art. 14 Final guarantee deposit**

The contractor is obliged to present a 10% guaranty of the contractual amount.

In accordance with art. 40 D.Lgs. 163/2006, the guaranty is reduced by 50% if the contract executor holds quality system certification in compliance with European series of standards UNI EN ISO 9001:2000.

The bank or insurance surety, as stated in comma 1, must envisage expressly waiving the prior benefit of discussion of the main debtor and the exception stated in article 1957, comma 2, of the Italian Civil Code, as well as the operative nature of said guaranty within fifteen days, upon the written request of the contracting body.

In accordance with article 113, comma 5, of D.Lgs no.163/06, the guaranty covers obligations for failed or imprecise fulfilment and ceases to have effect only upon the date of issue of the certificate of regular execution.

In accordance with art. 113, comma 3, of D.Lgs. no. 163/06, the guaranty is progressively redeemed with the terms set out in the contract, according to the programme of execution presented and accepted via the technical bid. The redemption must always enable FST to have the availability of a guarantee amount less than 10% of the amount not yet approved by approving the progress reports.

#### **Art. 15 Subcontracting and termination**

Subcontracting is not permitted. Total or partial transferral of the contract is not permitted.

## **Art. 16 Penalties and rescission of contract**

Failure to observe (or the imprecise observance) of the obligations contained heretofore in these Special Tender Specifications, in the Technical Bid and in the contract implies the application of penalties as specified below, if these depend on causes ascribable to the contractor:

- a) for delays in organizing the activities as agreed in the planning and scheduling documents;
- b) in case of non-observance of provisions regarding confidentiality or the ownership of documents;
- c) in case of non-compliant or failure to carry out solely one activity in accordance to what is set out.

Once the time scales shown in the contract have expired, should the non-fulfilment continue, daily penalties will be doubled for a further period of 10 days. Once this time period has expired, FST, should the non-fulfilment continue, will send a formal warning to the contractor, in accordance with art.1454 of the Civil Code, allocating the contractor with a suitable time scale for the fulfilment, at the end of which, FST will have the right to terminate the contract; during the further allocated period, maximum penalties shall continue to be applied.

In all instances, the contract manager will dispute the non-fulfilment with the contractor and will apply the penalty should he/she deem the reasons given, which must be sent to FST with 5 consecutive days of the dispute, insufficient to exclude the imputability of the non-fulfilment to the company.

If penalties are applied, FST has the right to avail itself of payments due to the contractor in relation to this contract or to levy in full or in part the final guarantee deposit.

In any case, if FST discovers serious or repeated instances of non-fulfilment by the contractor pertaining to the activities covered in the tender and the obligations set out in these Specifications, FST will send a formal warning to the contractor, allocating a suitable time scale; once this expires, the contract will be terminated legally.

In case of termination, the Administration will levy the guarantee deposit loaned by the contractor, save further compensation for damages, also deriving from the need to outsource the service to another provider, from the failure to perform the activities, damage to reputation, etc. In this instance, too, the administration may avail itself of payments that have not yet been made.

## **Art. 17 Mandatory accident prevention insurance and social security contributions – the duties of the contractor**

The contractor is bound to observe legislation pertaining to mandatory and accident prevention, welfare and social security insurance, and must adopt all measures and safeguards to ensure the safety of employees and third parties in meticulous observance of the accident prevention legislation in force; the fullest liability in case of accidents or harm suffered by persons or objects, the Administrator or to third parties, due to omissions or negligence in carrying out the service lies with the contractor, holding harmless the Administration.

In particular, the contractor undertakes to comply with all fulfilments set out in D.Lgs. no. 81/08.

## **Art. 18 Processing personal data**

In accordance with and for the effects of the legislation pertaining to the protection of personal data, issued by D.Lgs. 30 June 2003, no.196, and in relation to the operations that are carried out for the execution of the activities set out in this tender, FST, as Controller, appoints the contractor as external processing controller.

It is hereby specified that said appointment will be valid for the time needed to carry out the operations outsourced by the Controller and shall be deemed revoked upon conclusion of the tender.

The contractor, as external controller, is bound to ensure the confidentiality of the information, documents and administrative deeds, which it learns while carrying out the service, hereby undertaking to observe strictly all the standards pertaining to the application of D.Lgs. 196/2003.

In particular, the contractor undertakes to: use the data solely for the purposes connected to carrying out the activities covered by the contract and not to use the data for any other use; to appoint in writing the processing employees, providing them with necessary instructions; to adopt suitable and preventive security measures aimed at eliminating or reducing to a minimum any risk of destruction or loss, even accidental, of personal data that is processed, of unauthorized access or processing that is not allowed or non-compliant, in observance of the provisions contained in article 31 of D.Lgs. 196/2003; to adopt all security measures set out in articles 33, 34, 35 and 36 of D.Lgs. 196/2003, which configure the minimum level of protection required in relation to the risks stated in article 31, analytically specified in Enclosure B in the decree, entitled "Technical Rules and Regulations pertaining to minimum security measures"; to draw up and send to the Controller (Fondazione Sistema Toscana) a final report concerning the fulfilments made and the safety measures that were adopted.

## **Art. 19 Stipulation**

The contract is stipulated according to the means set out in accordance with art. 11, comma 13, of D.Lgs. 163/2006 by administrative and public means.

The company is committed to the stipulation upon presenting the bid, while FST is committed upon approving the awarding of the contract, save for what is set out in art. 56 comma 3 of L.R. 38/2007.

## **Art. 20 Tax charges and contractual costs**

The amounts stated for this contract are subject to the provisions of DPR 633/1972 as regards VAT, of DPR 131/1986 as regards registration tax and of DPR 642/1972 as regards stamp duty.

Stamp duty, registration tax and all other costs connected to the contract are at the expense of the contractor.

## **Art. 21 Withdrawal**

FST may at any time withdraw from the stipulated contract due to ascertained reasons of public interest. In case of withdrawal, the contractor has the right to be paid for the services provided, as long as they have been performed correctly, according to the agreed amount and conditions, thereby expressly waiving any further dispute regarding compensation, all other indemnities or remuneration and/or reimbursement of costs, even notwithstanding what is set out in art. 1671 of the Civil Code.

The contractor is not permitted to withdraw from the contract.

**Art. 22 Jurisdiction**

For all disputes pertaining to this contract, whereby FST is plaintiff or defendant, it remains understood between the parties that jurisdiction lies with the Court of Florence, with express waiver of all other courts.

**Art. 23 Reference regulations**

For anything not expressly set out in these Specifications, reference should be made to EC Directive no. 2004/18, to D.Lgs. 163/06, to L.R. no. 38/07, to the "Execution Rules and Regulations" of L.R. no.38/07 approved by D.P.G.R. no. 30/R of 27/05/08, and to the other provisions in force on this matter.