

COURTESY TRANSLATION

Please consider that only the original version in Italian language has legal value

This is an English courtesy translation of the original tender documentation in Italian language; please note that only the invariable parts of the documentation have been translated (amounts, codes, dates, etc. are indicated in the Italian version only).

The translated documentation consists of the Invitation letter, the Contract draft, together with the following templates:

Supplementary declaration to the ESPD;

Economic offer;

Details of the estimated labour costs (*in case of delivery of supply with installation*). Please note that the tenderer must fill the Italian version of the corresponding template.

INVITATION LETTER

NEGOTIATED PROCEDURE WITHOUT PRIOR PUBLICATION OF A CONTRACT NOTICE PURSUANT TO ART. 63 PARAGRAPH 2 LETTER B) OF THE D. LGS 50/2016 AS AMENDED AND SUPPLEMENTED FOR THE SUPPLY AND INSTALLATION OF A NANOMANIPULATOR, SAMPLE HOLDER AS A PLATFORM FOR LITHOGRAPHY AND NANO-MANUFACTURING PROCESSES IN 2-DIMENSIONS, COMPATIBLE WITH THE ELECTRONIC BEAM LITHOGRAPHY SYSTEM CURRENTLY IN USE AT ISASI LABORATORIES; LASER INTERFEROMETRIC SYSTEM FOR THE CONTROL OF A SAMPLE HOLDER, FILAMENT COMPLETE WITH APERTURES, 3LITH SOFTWARE PACKAGE SIMULATION AND MANAGEMENT SYSTEM, COMPATIBLE WITH THE RAITH 150 ELECTRONIC BEAM LITHOGRAPH SYSTEM CURRENTLY IN USE AT ISASI LABORATORIES-CPV 38510000-3 TO BE SUPPLIED AND INSTALLED TO THE INSTITUTE OF APPLIED SCIENCES AND INTELLIGENT SYSTEMS OF THE NATIONAL RESEARCH COUNCIL WITHIN THE POR Campania FESR 2014-20 PROJECT: "CIRO -Campania Imaging Infrastructure for Research in Oncology"

CIG (TENDER IDENTIFIER): 83865174C3

CUP (PROJECT IDENTIFIER):B61G17000190007

CUI (PLANNING IDENTIFIER): 80054330586201900107 – 80054330586201900690

SURF: 17063BP00000000

CPV (COMMON PROCUREMENT VOCABULARY): 38510000-3

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1. FOREWORD

1.1 The Contracting Authority, THE INSTITUTE OF APPLIED SCIENCES AND INTELLIGENT SYSTEMS "Eduardo Caianiello" OF THE NATIONAL RESEARCH COUNCIL (hereinafter also referred to as "Administration"), with decision reference number Prot. AMMCNT-CNR 0001530/2020, dated 31/07/2020 has authorized the acquisition procedure of the aforementioned supply pursuant to art. 63, paragraph 2, letter b) of Legislative Decree 50/2016 as amended and supplemented (hereinafter also referred to as "Code");

1.2 The terms of the contract, which will be concluded with the successful tenderer, are those set out in this letter of invitation and its annexes;

1.3 This procedure provides for a single lot since any splitting of the contract would not offer adequate guarantees of functionality, usability and feasibility in view of the objectives pursued. (ANAC opinion no. 73 of April 10, 2014);

1.4 Pursuant to Article 32, paragraph 4 of the Code, the offer is binding for one hundred and eighty (180) calendar days after the deadline for its submission. Offers submitted will in no way bind the Contracting Authority to the award or conclusion of the contract;

1.5 Pursuant to the combined provisions of art. 5 of Law 241/1990 and subsequent amendments and integrations and art. 31, paragraph 1 of the Code, the Procurement and Tender Officer (hereinafter also referred to as "RUP") is Dr. Ivo Rendina - National Research Council - Phone +39 081 8675099-5325- E-mail: ivo.rendina@cnr.it – Certified E-mail: protocollo.isasi@pec.cnr.it

2. OBJECT OF THE TENDER, HIGHEST CONTRACT VALUE AND CONTRIBUTION TO ANAC

2.1 OBJECT AND DESCRIPTION OF THE TENDER:

2.1.1 Description of the project and needs

As part of the POR CIRO project, the operational units of the ISASI Institute of the CNR, ISASI Napoli (newly established) and ISASI Pozzuoli, in relation to:

WP2: Strengthening and integration of structures and skills in the field of Imaging

OR2: Raman Microscopy

They will purchase a lot of innovative instrumentation compatible with the already existing Electron Beam Lithography (EBL) RAITH 150 system. The equipment to be acquired represents the state of the art in the lithographic research field applied to the development of devices based on plasmonic and/or dielectric substrates (photonic crystals) in order to increase Raman signals by several orders of magnitude and then to use this technology to identify new tumor markers. The chosen instrumentation is unique in terms of compatibility with the existing RAITH 150 system. No other equipment, to the best of our knowledge, is currently available on the market.

2.1.2 Identified Equipment

The lot of equipment includes:

- **Nanomanipulator System - Sample Holder, which will be used as a platform for lithography and 2-Dimensional nano-manufacturing processes and must be compatible with the EBL RAITH 150 system, currently in use at the ISASI laboratories, Pozzuoli (NA) headquarters.**
- **Laser interferometric system for the control of a sample holder, filament complete with apertures, simulation and management system 3Lith Software package, compatible with the EBL RAITH 150 system, currently in use at the ISASI laboratories, Pozzuoli (NA) headquarters.**

The minimum detailed characteristics of the individual components are:

Nanomanipulator System

- No. 1 sample holder compatible with the EBL RAITH 150 stage (used at ISASI laboratories) of 150 mm for use in a vacuum chamber equal to 10^{-6} mbar (maximum size 150 mm in diameter)
- At least 3 kinematic supports with a range of ± 0.5 mm
- At least 2 clamps to lock the silicon wafers
- At least 7 fixing positions with 2.5mm metric screws
- At least 1 faraday cup to measure electron beam currents
- Sample alignment mechanism with a minimum resolution of 20 nm
- Materials suitable for use under vacuum equal to 10^{-6} mbar
- Compatible sample holder, for its remote control, with the 3Lith software Suite Software package for 3-dimensional lithography;

Laser interferometric system:

- No. 1 2-channel laser interferometric system without parallax error compatible with the EBL RAITH 150 system currently in use at the ISASI laboratories, Pozzuoli (NA) headquarters.
- Range: 170 mm per channel, with an accuracy: <7 nm
- For use in vacuum conditions of 10^{-6} mbar

No. 1 Filament complete with openings (7.5 μ m, 10 μ m, 20 μ m, 30 μ m, 60 μ m, 120 μ m)

Liner tube:

- Liner tube for a Raith 150 electron beam column 5 kV version
- Suitable for use in vacuum conditions of 10^{-9} mbar
- Thread suitable for Raith E-beam 150 housing
- 1 Filament (cathode) for Raith 150 electron beam column already in use
- Material: ZrO / W or W
- Acceleration voltage up to a maximum of 30 kV
- Tip size $\geq 0.6 \mu\text{m}$
- Operating temperature not exceeding 1750 K
- Maximum heating current: 2.5 A

Raith Lithography Software "3Lith Software package": Raith Nanosuite software for the operation of Raith electron beam lithographic systems.

2.2 AMOUNT AT AUCTION BASIS: the amount at the basis of the auction is set at € 82.778,69 VAT excluded (eighty-two thousand seven hundred seventy-eight / 69) for the entire lot. Offers with a price higher than the one set above will not be accepted.

~~3. CE MARKING~~

~~3.1 The supply must comply with the regulations in force with respect to safety, health and environmental protection requirements and, for products that require it, it must bear the CE certification mark and be accompanied by the EU Declaration of Conformity.~~

4. SAFETY CHARGES ARISING FROM INTERFERENCE RISKS

4.1 This contract does not envisage any interfering risks existing in the workplace where the Contractor is expected to operate, other than those specific to the Contractor's own activity and, therefore, the safety charges referred to in Article 26 paragraph 3 of Legislative Decree no. 81/08 do not exist. Consequently the drawing up of the "Document for the Evaluation of Interference Risks" (in short "DUVRI") is not envisaged, as clarified by the Determination of the National Anticorruption Authority n. 3 of 5 March 2008..

5. PLACE AND TIME LIMITS FOR COMPLETION OF THE CONTRACT

5.1 Place of execution: Institute of Applied Sciences and Intelligent Systems "Eduardo Caianiello" (ISASI), Pozzuoli (NA) Headquarters - c / o Olivetti District, Via Campi Flegrei 34, 80078 Pozzuoli, building 70, level -2.

5.2 Duration of the contract: the delivery and installation of the supply must take place within 120 (one hundred and twenty) calendar days, Saturdays, Sundays and holidays included, starting from the day following that of signing the contract.

6. RULES FOR MODE OF TRANSPORT – INCOTERMS 2010

6.1 The DAP (Delivered At Place) rule applies if the successful tenderer is resident in an EU country;

The DDP (Delivery Duty Paid) rule applies if the successful tenderer is resident outside the EU;

6.2 The successful tenderer undertakes, included in the contract price: i) to take out an insurance contract for the transport part under his responsibility; ii) to deliver and install the supply.

7. PENALTIES

7.1 For each calendar day of delay in the execution of this contract, a penalty equal to 1‰ (one per thousand) of the contractual amount net of VAT shall be applied, pursuant to Article 113-bis, paragraph 4, of the Code.

7.2 Any breach of contract that will give rise to the application of penalties referred to in the previous periods shall be disputed to the successful tenderer in writing.

7.3 In any case, the successful tenderer is obliged to communicate his deductions within a maximum of 5 (five) working days. If such deductions are not acceptable in the opinion of the Administration, or if there has been no reply or the same has not been received within the indicated time limit, the above mentioned penalties will be applied.

7.4 The penalties will be regulated by the Administration, either on the payment due to the successful tenderer for the part of the contract already executed or on the final guarantee. In the latter case, the final guarantee must be reinstated within the terms set by the Administration.

8. TENDER DOCUMENTATION AND CLARIFICATIONS

8.1 The tender documentation includes:

8.1.1 This letter of invitation;

8.1.2 The European Single Procurement Document - ESPD;

- 8.1.3 The "Supplementary Declarations to the ESPD" template;
- 8.1.4 The "Economic Offer" template;
- 8.1.5 The "Detail of estimated labor costs" template;
- 8.1.6 Contract template;
- 8.1.7 National Research Council integrity pact;
- 8.2 To obtain clarifications on this procedure contact to the Procurement and Tender Officer, as per paragraph 1.5 above.

9. OBLIGATIONS OF THE SUCCESSFUL TENDERER

9.1 The successful tenderer:

- 9.1.1 Undertakes to perform the contract without any additional charge, safeguarding the needs of the Contracting Authority and authorized third parties, without causing any hindrance, disturbance or interruption to the work in progress.
- 9.1.2 Waives any claim or request for compensation if the performance of the contract should be hindered or made more onerous by the activities carried out by the Contracting Authority and/or third parties.
- 9.1.3 Is directly responsible for the non-observance of the contractual clauses even if this should result from the activity of the employees of other companies involved in different ways.
- 9.1.4 Must make use of qualified staff in compliance with the obligations provided for by collective labour agreements and all applicable regulations, in particular with regard to social security, tax, health and safety at work.
- 9.1.5 Shall be directly liable for any damage to persons, property or the environment caused in any way in the performance of the contract which may be caused by its own staff or by anyone called upon to collaborate. The Contracting Authority is exempted from any liability for damages, injuries or anything else that may occur to the staff that the successful tenderer will use in the execution of the contract. For this purpose, in order to cover Third Party Liability risks, the successful tenderer is required to present the appropriate insurance policy and to provide the policy number and name of the insurance company prior to the signing of the contract.
- 9.1.6 All charges and risks relating to the full performance of the contract, including, by way of example and without limitation, charges relating to transport, travel and mission expenses for the staff involved in the performance of the contract, as well as the related insurance charges, shall be borne by the successful tenderer, already included in the offered amount.
- 9.1.7 Is obliged to perform the contract in a workmanlike manner and in compliance with all technical and safety regulations and prescriptions in force and those that may be issued in the course of the contract, as well as in accordance with the terms, conditions, terms and prescriptions contained in the contract and its annexes;
- 9.1.8 Is obliged to deliver, included in the offered amount, the instruction manuals written in Italian and/or English, the technical notes, the brochures illustrating the supply, as well as the documentation regarding the protection of health and safety in the workplace, and the ordinary and extraordinary maintenance sheets, if applicable. It also undertakes to update the manuals and documentation where necessary for the entire warranty period.
- 9.1.9 Is obliged to provide assistance with verification of compliance procedures.

10. OCCUPATIONAL SAFETY

- 10.1 The successful tenderer is responsible for the accidents of the staff involved, who must be properly trained and instructed.
- 10.2 The assessment of the successful tenderer's own risks in the performance of its professional activity fully belongs to successful tenderer, as well as the information and training of its staff.
- 10.3 The successful tenderer is required to ensure compliance with all regulations regarding health and safety at work with particular reference to the activities that will be carried out at the Administration.
- 10.4 The successful tenderer is required to meet all obligations provided for by current legislation in relation to fiscal, tax, social security and insurance obligations relating to staff and collaborators.
- 10.5 The successful tenderer is required to comply with the salary and social security obligations provided for in the corresponding national collective bargaining agreements for the category, including, if existing at the time the contract is signed, any additional territorial agreements.
- 10.6 The obligations referred to in the previous paragraph bind the successful tenderer even if it is not a member of the associations stipulating the agreements or withdraws from them, regardless of their structure or size and any other legal, economic or trade union qualification.

11. SUB-CONTRACTING, CONTRACT RELEASE, TRANSFER OF CREDIT

- 11.1 Sub-contracting is allowed under art. 105 of the Code, provided that the successful tenderer has duly completed Part D of Section II of the ESPD.

11.2 Contract release is not allowed for any reason whatsoever, under penalty of nullity of the contract, without prejudice to the provisions of art. 106, paragraph 1, letter d) of the Code.

11.3 The successful tenderer is required to promptly notify the Contracting Authority of any changes in its ownership and organizational structure.

11.4 In the event of failure by the successful tenderer to comply with the obligations under this article, the Contracting Authority, without prejudice to the right to compensation for damages, shall be entitled to terminate the contract.

11.5 The transfer of credit is regulated by art. 106, paragraph 13, of the Code. The provisions on the traceability of financial flows set out in paragraph 18 are still valid.

12. HOW TO SUBMIT OFFER

12.1 The offer must be received by 13:00 on 11/11/2020 by certified e-mail (PEC) to the address protocol-protocollo.isasi@pec.cnr.it and in copy to the RUP at the PEC electronic mail to the address ivo.rendina@pec.it or at the e-mail to the staff appointed to support the single Head of the procedure at the addresses emanuela.esposito@cnr.it and lucia.petti@isasi.cnr.it

12.2 The offer must include the following documents:

12.2.1 The European Single Procurement Document - ESPD;

12.2.2 The "Supplementary Declarations to the ESPD" by completing the appropriate template;

12.2.3 The financial offer made by completing the appropriate form;

12.2.4 The Detail Document estimates labor costs returned by completing the appropriate form;

12.2.5 The technical sheet describing the supply offered, in free format;

12.2.6 The provisional guarantee, according to the procedures set out in art. 93 of the Code;

12.2.7 (Possible in the case of large companies) The commitment of a guarantor, pursuant to art. 93, paragraph 8, of the Code, to issue the final guarantee referred to in art. 103 of the Code, digitally signed by a person in possession of the necessary powers to bind the guarantor;

12.2.8 (If applicable) The Declaration of Conformity to the original of the commitment of a guarantor referred to in the previous point, if it is not digitally signed, made by the economic operator and digitally signed;

12.2.9 (Possible in the case of foreign economic operators without a digital signature) Copy of a valid identity document of the subscriber;

12.3 **All declarations required for participation** must be issued in accordance with articles 46 and 47 of Presidential Decree no. 445 of December 28, 2000, as amended and supplemented on plain paper, signed by an individual representing the tenderer (as a legal person) according to the aforementioned procedure;

12.4 **All declarations required for participation** must be signed by tenderers, in any form of participation (individual, grouped, consortium, aggregated in a network of enterprises) even if they belong to any auxiliary enterprises, each to the extent of its competence;

12.5 **Signature of declarations and documents:** in case tenderer owns a digital signature they must be digitally signed; otherwise tenderer must sign by hand a printed copy of the declaration/document attaching a copy of a current identification document of the signee.

12.6 The documentation has to be issued in accordance with art. 19 of Presidential Decree no. 445 of December 28, 2000;

12.7 In case tenderers are not established in Italy, the documentation has to be issued in a equivalent manner in accordance with the legislation of the State to which they belong. Articles 83, paragraph 3, 86 and 90 of the Code apply.

12.8 The documentation, except for the "Data sheet of the supply offered" which can be in English language, has to be issued in **Italian** language or **must be accompanied by a sworn translation in Italian**. The Italian language version will have legal value, as it is at the tenderer's risk to ensure the fidelity of the translation.

12.9 **Detailed explanation of the aforementioned documents:**

12.9.1 **European Single Procurement Document - ESPD**

The tenderer must fill in the ESPD, provided by the Contracting Authority, as specified below.

The ESPD, as per art. 85 of the Code, must be completed as an electronic document; on this respect tenderers may use a national service, if available, or the services, made available by EU member countries at <http://www.base.gov.pt/deucp/> or <https://espd.uzp.gov.pl>, as follows:

1. Selection of the language;

2. On the main page menu select "I am an economic operator" and then "Import ESPD". In the "Upload document" section, using the "Choose file" button, upload the ESPD (*XML format*) provided by the Administration;

3. Once uploaded, select, using the drop-down menu, the country you wish. Then press the "Next" button to begin ESPD compilation procedure;

4. Once completed, the "Overview" button will show at the bottom of the page. Press the button to display a preview of the compiled ESPD; if no changes are needed press the "Download as" drop-down menu to save locally the compiled ESPD. Download both formats (XML and PDF) by pressing "Both formats"; the compiled ESPD will be contained within an archive called "espd-response.zip".

5. In case tenderer owns a digital signature, XML format must be digitally signed and included in offer documents; otherwise tenderer must sign by hand a printed copy of the PDF and include both the XML file and the signed PDF in offer documents.

Part I - Information concerning the procurement procedure and the contracting authority or contracting entity

No action needed.

Part II - Information concerning the economic operator

Section A: the tenderer must provide all the information required by filling in the relevant parts. Section B: the tenderer must provide all the information required by filling in the relevant parts. Section C: No action needed.

Section D: if the tenderer intends to subcontract any share of the contract it shall indicate, in lieu of the list of the proposed subcontractors which is not required, the list of supply/services which he intends to subcontract with the relevant percentage of the total amount of the contract.

Part III – Exclusion grounds

The tenderer declares that he is not in the conditions provided for by art. 80 of the Code by filling in Sections A, B, C and D.

Part IV - Selection criteria

The tenderer, by filling Section A, declares its enrollment in a trade register.

PART V - Reduction of the number of qualified candidates

No action needed.

Part VI – Concluding statements

The tenderer must provide all the information required by filling in the relevant parts.

The ESPD must be signed and submitted:

- In case of temporary groupings, ordinary consortia, EEIGs, by all economic operators participating in the procedure in a joint form;
- In case of aggregations of network enterprises by each of the network enterprises, if the whole network participates, or by the common body and the individual network enterprises indicated;
- In case of consortia, excluding ordinary consortia, the consortium and the consortium members on whose behalf the consortium is acting.

In the event of incorporation, company merger or transfer of the company, the declarations referred to in Article 80, paragraphs 1, 2 and 5, letter I) of the Code must also refer to the persons referred to in Article 80, paragraph 3 of the Code who worked at the company incorporated, merged or which transferred the company in the year preceding the date of publication of the tender notice.

12.9.2 The document "Supplementary Declarations to the ESPD"

The economic operator must fill in and sign the appropriate Model, containing the following additional declarations:

12.9.2.1 Identification data of the persons referred to in Article 80, paragraph 3, of the Code;

12.9.2.2 Declarations referred to in Article 80, paragraph 5, letters f-bis) and f-ter) of the Code;

12.9.2.3 Full evaluation of the technical requirements and declaration of the tender's remuneration;

12.9.2.4 Acceptance of the Integrity Pact;

12.9.2.5 Awareness of the obligations deriving from the CNR Code of Conduct;

12.9.2.6 (Possible - For economic operators not resident and not having a permanent establishment in Italy) The commitment to comply, in case of award of the contract, with the rules set out in Articles 17, paragraph 2, and 53, paragraph 3 of Presidential Decree 633/1972 concerning VAT payment;

12.9.2.7 Authorisation or denial of access to the tenderer offer;

12.9.2.8 Commitment to pay stamp duty on the contract;

12.9.2.9 (Possible - For economic operators admitted to the composition with creditors as a going concern pursuant to art. 186 bis of Royal Decree no. 267 of 16 March 1942) The details of the measure of admission to the composition with creditors and the measure of authorisation to participate in the tenders;

12.9.2.10 (Possible - Only for economic operators belonging to the category of Large Enterprises) Undertaking by a guarantor;

12.9.2.11 Position concerning "Regulations for the right to work of disabled people", if applicable;

12.9.2.12 Data relating to the traceability of financial flows;

12.9.3 The PassOE with digital signature (*in the case of Italian or foreign economic operators resident in Italy*) All Italian or foreign economic operators residing in Italy must register in the "AVCpass" database maintained by the National Anti-Bribery and Corruption Authority, by accessing the appropriate link on the Authority's Portal (Services - AVCpass - Access reserved to the Economic Operator, according to the instructions contained therein) URL: <http://www.avcp.it/portal/public/classic/Servizi/ServiziOnline/AVCpass>.

The economic operator, after registration to the AVCpass, will enter the "CIG" of this procedure; AVCpass will issue a document called "PassOE", to be signed with digital signature. In the event that economic operators take part in this procedure who, despite having the possibility to do so, are not registered with the aforesaid AVCpass, the Contracting Authority will provide, with appropriate communication, to assign an appropriate deadline for the registration and the integration of administrative documentation.

12.9.4 Proof of payment of ANAC contribution

All economic operators must enclose the receipt of the payment of the contribution provided for by law in favour of the National Anti-Corruption Authority, if due. Detailed payment instructions can be found at the URL: <http://www.anticorruzione.it/portal/public/classic/Servizi/ServiziOnline/ServizioRiscossioneContributi>

12.9.5 The Economic Offer

The Economic Offer, signed as per above, must contain, in addition to the price offered, the company's charges concerning the compliance with the provisions on health and safety at work, included in the price offered, pursuant to Article 95, paragraph 10, of the Code;

12.9.6 Details of the estimated labour costs

In case of supplies with delivery and installation, the Economic Offer must be accompanied, pursuant to art. 95, paragraph 10, of the Code, by the labour costs, included in the price offered; the document must be signed as per above;

12.9.7 Technical proposal of the supply offered (free format)

The document, signed as per above, must include all the elements useful to allow the Contracting Authority to ascertain the suitability of the supply offered to meet the requirements of the Contracting Authority itself.

12.9.8 Bid bond

The Offer must enclose, under penalty of exclusion, a bid bond, as defined by art. 93 of the Code, equal to 2% of the highest contract value and precisely equal to € 1655,57 (one thousand six hundred and fifty-five / 57 euros), except for the reductions referred to in art. 93, paragraph 7 of the Code; in order to benefit from these reductions, the economic operator shall report and document the possession of the relative requirements by providing a certified copy of the original of the certificates. It should be noted that the 50% reduction of the bid bond, which cannot be cumulated with the possession of quality system certification in accordance with the European standards of the UNI CEI ISO9000 series, which gives the right to a 50% reduction, also applies to micro, small and medium-sized enterprises and groups of economic operators or ordinary consortia made up exclusively of micro, small and medium-sized enterprises. The bid bond shall be provided in one of the following ways:

1) In State-guaranteed public debt securities deposited with a provincial treasury department or with authorised companies, by way of pledge, in favour of the contracting authority; the value must be at the rate of the day of deposit;

2) In cash, bank cheques or by wire transfer, without prejudice to the limit on the use of cash set forth in Article 49, paragraph 1 of Legislative Decree no. 231 of 21 November 2007. In case of wire transfer, the payment shall be made at the following address:

Banca Nazionale del Lavoro - IBAN: IT75N0100503392000000218150

Beneficiary: CNR - Daily collections and payments

Reason: Temporary tender guarantee CIG: 83865174C3– CNR-ISASI;

3) Bank or insurance guarantee issued by banking or insurance companies that meet the requirements of Article 93, paragraph 3 of the Code. In any case, the guarantee complies with the standard scheme pursuant to art. 103, paragraph 9 of the Code. Before proceeding with the subscription, economic operators are required to verify that the guarantor is in possession of the authorization to issue guarantees by accessing the following websites:

<http://www.bancaditalia.it/compiti/vigilanza/intermediari/index.html>

<http://www.bancaditalia.it/compiti/vigilanza/avvisi-pub/garanzie-finanziarie/>

http://www.bancaditalia.it/compiti/vigilanza/avvisi-pub/soggetti-non-legittimati/Intermediari_non_abilitati.pdf

http://www.ivass.it/ivass/imprese_jsp/HomePage.jsp The bid bond must:

- Be registered, on pain of exclusion, in the name of all economic operators of the temporary grouping or ordinary consortium or EEIG;
- Comply with the standard policy scheme approved by decree of the Minister of Economic Development in agreement with the Minister of Infrastructure and Transport and agreed in advance with banks and insurance companies or their representatives and comply with the standard policy schemes referred to in paragraph 4 of Article 127 of the Regulations (pending the approval of the new standard policy schemes, the guarantee drawn up according to the standard scheme provided for by the Decree of the Ministry of Production Activities of 23 March 2004, no. 123, shall be supplemented by the express provision of the waiver of the exception referred to in art. 1957, paragraph 2, of the Italian Civil Code, while any reference to art. 30 of Law no. 109 of 11 February 1994 shall be deemed to be replaced by art. 93 of the Code);
- Be issued as a true copy of the original pursuant to Presidential Decree no. 445 of 28 December 2000;
- Be valid for 180 days from the deadline for submission of the Offer pursuant to Article 93 paragraph 5 of the Code;
- Explicitly foresee:
 - The waiver of the benefit of the prior enforcement of the principal debtor pursuant to Article 1944 of the Civil Code, wishing and intending to remain jointly and severally liable with the debtor;
 - The waiver to oppose the commencement of the terms referred to in art. 1957 of the Civil Code;
 - Enforceability within fifteen days upon simple written request by the contracting authority;
 - The declaration containing the commitment to issue, in case of award of the contract, the performance bond, relating to the guarantee referred to in art. 103 of the Code, in favour of the contracting authority, valid until the date of issue of the certificate stating the verification of compliance attesting the regular execution pursuant to art. 103, paragraph 1 of the Code or, in any case, after 12 (twelve) months from the date of completion of the services resulting from the relevant certificate

The guarantee and the declaration of commitment (described below) must be signed by an individual in possession of the powers necessary to commit the guarantor and be produced in one of the following forms:

- Digital document, pursuant to art. 1, letter p) of Legislative Decree no. 82 of 7 March 2005, signed with a digital signature by the individual in possession of the necessary powers to bind the guarantor;
- Computer document obtained by scanning a paper document, according to the procedures provided for by Article 22, paragraphs 1 and 2, of Legislative Decree 82/2005. In this case, the conformity of the document to the original must be attested by a declaration pursuant to Presidential Decree 445/2000.

In the event of a request for an extension of the duration and validity of the Offer and of the bid bond, the economic operator may produce a new bid bond from another guarantor, replacing the previous one, provided that it has been expressly effective from the deadline for submission of the Offer.

12.9.9 (Possible - Only for economic operators belonging to the category of Large Enterprises) Undertaking by a guarantor to issue the performance bond as per art. 103 of the Code in favour of the Contracting Authority, if not already foreseen in the guarantee relating to the bid bond referred to in the preceding paragraph, by means of an electronic document digitally signed by an individual in possession of the powers to bind the guarantor. In case the guarantor's undertaking is not digitally signed, the tenderer must attach a document stating the conformity with the original of the guarantor's undertaking, signed digitally or by hand; in this latter case attaching a copy of a current identification document of the signee.

13. TENDER OPERATIONS

13.1 The RUP will proceed:

13.1.1 To verify the conformity of the administrative documentation and to activate - if necessary - the procedure referred to in Article 83 paragraph 9 of the Code;

13.1.2 To ascertain the suitability of the technical proposal, with the assistance of researchers or technicians from the Contracting Authority and to formulate the award proposal, except the case as per the following article 14;

14. ABNORMAL OFFERS

14.1 In case the economic offer appears to be abnormally low, the RUP, with the assistance of researchers or technicians from the Contracting Authority shall assess the appropriateness, seriousness, sustainability and feasibility of the offer.

14.2 The RUP shall require the tenderer to submit clarifications in writing, setting an appropriate deadline for the answer.

14.3 The RUP shall examine the clarifications provided by the tenderer and, if he considers them insufficient to rule out the anomaly, shall request further clarifications in writing.

14.4 Pursuant to Article 97 paragraphs 5 and 6 of the Code, the RUP shall exclude the offer assessed abnormally low.

15. AWARDING AND STIPULATION OF THE CONTRACT

15.1 The criterion for awarding the contract is the lowest price;

15.2 The Contracting Authority, after verifying and approving the award proposal pursuant to articles 32, paragraph 5 and 33, paragraph 1 of the Code, awards the contract.

15.3 The award will become effective after verification of the possession of the prescribed requirements, pursuant to art. 32 paragraph 7 of the Code. To this respect the Contracting Authority will ask the successful tenderer to provide and submit the different certificates required in procurement procedure as per eCertis (EU Procurement Certification), URL <https://ec.europa.eu/tools/ecertis>

15.4 The Contracting Authority reserves the right not to proceed with the award, pursuant to art. 95, paragraph 12 of the Code, in case the offer should result not convenient or not suitable.

15.5 Once the award has become effective, and without prejudice to the exercise of the powers of self-protection in the cases allowed by the regulations in force, the Contracting Authority shall proceed with the stipulation of the contract within the following 60 (sixty) days or otherwise expressly agreed with the successful tenderer, pursuant to art. 32, paragraph 8, of the Code.

15.6 (*If relevant for this contract*) The stipulation of the contract is subject to the regular outcome of the procedures provided for by the current legislation on "organized crime", without prejudice to the provisions of Articles 88, paragraph 4-bis and 92, paragraph 3, of Legislative Decree 159/2011, as amended and supplemented.

15.7 Prior stipulation of the contract, the successful tenderer must present the performance bond to be calculated on the net contractual amount according to the measures and modalities provided for by art. 103 of the Code as well as a valid third parties liability insurance (*not required in case of delivery of the supply only, without installation*).

15.8 The payment of the stamp duty due for the contract and the annexes shall be borne in full by the successful tenderer, who will carry out a wire transfer, prior stipulation of the contract, for the corresponding amount to the bank account "CNR – Incassi e pagamenti giornalieri".

15.9 Pursuant to Article 105, paragraph 2, of the Code, the successful tenderer shall communicate, for each contract that does not constitute sub-contracting, the amount and object of the contract, as well as the name of the subcontractor, before the start of the service.

15.10 The contractor shall deposit, before or at the same time as signing the contract, any ongoing cooperation, service and/or supply contracts pursuant to art. 105, paragraph 3, letter c bis) of the Code.

16. VERIFICATION OF COMPLIANCE

16.1 The supply and ancillary services will be subject to a verification process to certify that the contract in terms of performance, objectives and technical, economic and qualitative characteristics has been achieved and performed in compliance with the provisions and contractual agreements, pursuant to art. 102 of the Code.

16.2 (*In case of contract below the EU threshold*) The Contracting Authority, in lieu of the "Certificate of conformity", will issue the "Certificate of proper execution" in accordance with the above mentioned article.

17. BILLING AND PAYMENT

17.1 In the event of a foreign successful bidder, the invoice must be on paper.

17.2 An advance on the contractual price equal to 20% (twenty percent) to be paid to the Successful bidder, after issuing an invoice in the manner referred to in this paragraph, within 15 (fifteen) calendar days from the actual start of the service. , on the dedicated current account referred to in the traceability of financial flows. The disbursement of the advance is subject to the establishment of a bank or insurance surety for an amount equal to the advance, issued by banking companies authorized pursuant to Legislative Decree 1 September 1993, n. 385, or insurance companies authorized to cover the risks to which the insurance refers and which meet the solvency requirements established by the laws that govern their respective activities. The guarantee can also be issued by financial intermediaries registered in the register of financial intermediaries referred to in article 106 of legislative decree no. 385. The beneficiary lapses the advance payment, with the obligation of restitution, if the performance of the service does not proceed, due to delays attributable to him, according to the contractual times. Statutory interest is due on the sums returned with effect from the date of disbursement of the advance.

The payment of the invoice relating to the balance will take place within 30 (thirty) calendar days from the date of the Certificate of regular execution (in the case of a contract below the threshold) or of the Certificate of conformity verification (in the case of a contract above the threshold) on the dedicated current account of referred to the traceability of financial flows;

17.3 The invoice must contain the following data, under penalty of refusal of the same:

17.3.1 Heading: Institute of Applied Sciences and Intelligent Systems "Eduardo Caianiello" of the National Research Council;

17.3.2 The VAT number of the Contracting Authority: 0211831106 (in the case of a foreign contractor);

17.3.3 The reference to the contract (protocol number and date);

17.3.4 The CIG: 83865174C3;

17.3.5 The CUP: B61G17000190007;

17.3.6 The CUU (Single Office Code): 97MULU (in the case of an Italian or foreigner resident in Italy);

17.3.7 The taxable amount (in the case of an Italian or foreigner resident in Italy);

17.3.8 The amount of VAT (in the case of an Italian or foreigner resident in Italy);

17.3.9 VAT due "S" splitting of payments (in the case of an Italian or foreigner resident in Italy);

17.3.10 The total amount of the invoice;

17.3.11 The subject of the contract;

17.3.12 The IBAN code of the dedicated current account

17.3.13 The Commodity Code (in the case of a foreign Contractor).

17.4 For the purpose of payment of the fee, the Contracting Authority will proceed with the legal checks.

17.5 During the settlement of the invoice, the costs for the application of any penalties referred to in paragraph may be recovered; the Contracting Authority may suspend, without prejudice to the application of any penalties, the payments to the Successful Contractor who have been alleged to have breaches in the execution of the supply, until full fulfillment of the contractual obligations (Article 1460 of the Civil Code). This suspension may also occur if disputes of an administrative nature arise.

18. TRACEABILITY OF FINANCIAL FLOWS

18.1 The successful tenderer undertakes all obligations of traceability of financial flows pursuant to art. 3 of Law no. 136 of 13 August 2010 and subsequent amendments and additions.

18.2 Failure to use wire transfer or other means of collection or payment suitable to allow full traceability of transactions constitutes grounds for termination of the contract pursuant to Article 3, paragraph 9-bis, of Law no. 136 of 13 August 2010.

19. WARRANTY AND TECHNICAL ASSISTANCE

19.1 **WARRANTY:** the economic operator, in relation only to the equipment indicated in paragraph **2.1.2**, is obliged to ensure that the supply is free from any defect as regards the design, material, execution, processing and process. Moreover, the supply is suitable for the purpose for which it is intended, as well as fully functional and which is also free from bonds, deposits or charges, mortgages, encumbrances and third party rights of any kind and from disputes attributable to patent infringement. In any case, a minimum full risk guarantee period of 24 (twenty-four) months must be provided. During the period of validity of the guarantee, the Supplier will be required to provide all the assistance and extraordinary maintenance that may be necessary.

19.2 **ASSISTANCE:** the assistance service must provide the following minimum and mandatory specifications only for the equipment indicated in paragraph **2.1.2**:

- Software updates and related staff training for new versions;

- Telephone support: immediate response guaranteed by technical personnel suitable for processing the request for information, adequate support for understanding the problem and its immediate resolution where possible.

- Intervention at the institute: in the event that the aforementioned telephone support is not conclusive, the economic operator must send a suitable specialized technician to the institute no later than 14 consecutive calendar days from the first request for assistance.

- The intervention must be concluded positively no later than 14 consecutive calendar days from the date of the first intervention of the aforementioned technician. This term does not include the time required for the technician to procure the related spare parts needed to repair the part.

- Intervention at the economic operator: in the event that the part subject to the intervention must be repaired at the premises of the successful tenderer, the intervention must be successfully concluded within 20 natural and consecutive days from the date of receipt of the part at the premises indicated by the successful tenderer.

During the warranty period, the assistance service is inclusive of all charges (call charges, travel expenses, living expenses, labor, spare parts and related shipping costs, tools and consumables necessary for the 'intervention).

Economic operators may indicate in their technical offer any further specification and / or detail relating to the methods of execution of the assistance service.

20. TERMINATION

20.1 In compliance with art. 108 of the Code, the Contracting Authority shall terminate the contract in the cases and in the manner provided for therein.

20.2 For what not provided in this article, the provisions of the Italian Civil Code on breach of contract and termination of contract shall apply.

20.3 In any case, it is agreed that the Contracting Authority, without prior notice, may terminate the contract pursuant to art. 1456 of the Italian Civil Code, by notifying the successful tenderer violations of the obligations set out in the paragraphs: OBLIGATIONS OF THE SUCCESSFUL TENDERER, OCCUPATIONAL SAFETY, SUB-CONTRACTING, CONTRACT RELEASE, TRANSFER OF CREDIT, CONFIDENTIALITY.

21. CONFIDENTIALITY

21.1 The successful tenderer is obliged:

- To keep confidential any data and information acquired during the execution of the contract;
- Not to disclose them in any way and in any form;
- Not to use them for any purpose other than those strictly necessary for the performance of the contract.

21.2 The successful tenderer is also responsible for ensuring that its staff, consultants and collaborators comply with the aforementioned confidentiality obligations.

21.3 In the event of non-compliance with confidentiality obligations, the Contracting Authority may terminate this contract, with the right to claim compensation for any damages arising.

21.4 Violations of the provisions of this paragraph, by both the successful tenderer, its staff, consultants and collaborators, shall constitute one of the grounds for termination of the contract.

22. SETTLEMENT OF DISPUTES

22.1 For any controversy, the Parties declare competent the Court of Roma.

23. PRIVACY CLAUSE

23.1 **Owner, manager and persons in charge:** the Data Controller is the National Research Council - Piazzale Aldo Moro n. 7 - 00185 Rome. The contact point at the Data Controller is Dr. Ivo Rendina whose contact details are: director.isasi@cnr.it (e-mail), protocol.isasi@pec.cnr.it (PEC) - Piazzale Aldo Moro 7 , 00185 Rome. The contact details of the Data Protection Officer are: rpd@cnr.it (e-mail), protocol-ammcen@pec.cnr.it (PEC). The updated list of data processors and persons in charge of processing is kept at the headquarters of the Data Controller.

23.2 **Legal basis and purpose of the data processing:** in relation to the activities carried out by the Administration, it should be noted that the data provided by economic operators are acquired by the Administration to verify the existence of the necessary requirements for participation in the tender and, in particular, the administrative and technical-economic capacity of such subjects, required by law for the purposes of participation in the tender, for the award as well as for the stipulation of the Contract, for the fulfilment of the legal obligations connected to it, as well as for the management and economic and administrative execution of the contract itself, in fulfilment of precise legal obligations deriving from the regulations on public procurement and contracts.

23.3 **Sensitive and judicial data:** As a rule, the data provided by economic operators and the successful tenderer do not fall within the data classifiable as "sensitive", pursuant to Article 4, paragraph 1, letter d) of the Italian Privacy Code, nor within the "special categories of personal data" referred to in Article 9 of UE General Data Protection Regulation - GDPR. The "judicial" data referred to in Article 4, paragraph 1, letter e) of the Italian Privacy Code and the "personal data relating to criminal convictions and crimes" referred to in Article 10 of the GDPR are processed exclusively to assess the possession of the requirements and qualities provided for by the applicable legislation in force.

23.4 **Methods of processing:** the data will be processed by the Administration using mainly computerised or analogue instruments; the data will be processed in a lawful and correct manner; collected and recorded for the purposes referred to in above point 23.2; accurate and, if necessary, updated; relevant, complete and not excessive with respect to the purposes for which they were collected or subsequently processed; kept in a form that allows the identification of the data subject for a period of time not exceeding that necessary for the purposes for which they were collected or subsequently processed.

23.5 **Scope of dissemination and communication of data:** the data may be:

- Treated by the staff of the Administration that is in charge of the tender procedure or by the staff of other offices that carry out activities related to it;

- Communicated to independent collaborators, professionals, consultants, who provide consultancy or assistance to the Administration with regard to the tender procedure, also for possible defence in court;
- Communicated to any external subjects, belonging to the Selection Board and/or the Acceptance Boards;
- Communicated, if required, to “Ministero dell’Economia e delle Finanze” or other public administrations, to “Agenzia per l’Italia Digitale”;
- Notified to other economic operators requesting access to tender documents within the limits allowed under Law No 241 of 7 August 1990;
- Communicated to the “Autorità Nazionale Anti Corruzione”, in compliance with the provisions of current legislation.

The name of the successful tenderer and the award price will be published on the Administration's website. In addition, information and data concerning the participation of the economic operator in the tender initiative, within the limits and in application of the principles and provisions on public data and re-use of public sector information (Legislative Decree 36/2006 and Articles 52 and 68, paragraph 3, of Legislative Decree 82/2005, as amended and supplemented), may be made available to other public administrations, natural and legal persons, also as open data. In addition to the above, in compliance with legal obligations requiring administrative transparency (Article 1, paragraph 16, letter b, and paragraph 32 of Law 190/2012; Article 35 D. Legislative Decree no. 33/2012; as well as art. 29 D. Legislative Decree no. 50/2016), the tenderers acknowledge and agree that the data and documentation that the law requires to be published, are published and disseminated through the website of the Administration.

23.6 Provision of data: the tenderers are required to provide the data to the Administration, due to the legal obligations deriving from the regulations on public procurement and contracts. Refusal to provide the requested data could lead to tenderer being excluded from participation in the tendering procedure or being disqualified from the tendering procedure.

23.7 Data retention: The data retention period is 10 years from the award or conclusion of the contract. Furthermore, the data may be stored, even in aggregate form, for study or statistical purposes in compliance with Articles 89 of GDPR and 110 bis of the Italian Privacy Code.

23.8 Rights of the data subject: "data subject" means any natural person whose data are transferred by tenderers to the Administration. The data subject party is granted the rights set forth in Article 7 of the Italian Privacy Code and in Articles 15 to 22 of the GDPR. In particular, the data subject has the right to obtain, at any time, by submitting a request to the contact point referred to in paragraph 23.1, confirmation as to whether or not personal data concerning him/her are being processed and access to his/her personal data in order to know:

- The purpose of the processing;
- The category of data processed;
- The recipients or categories of recipients to whom the data are or will be communicated;
- The period of retention of the data or the criteria used to determine that period.

The data subject may also request the rectification and, where possible, the cancellation or, again, the limitation of the processing and, finally, it may oppose, for legitimate reasons, their processing. In general, the portability of data pursuant to art. 20 of the GDPR is not applicable.

In the event that the response to the request exercised within the right of access and related rights provided for in Article 7 of the Italian Privacy Code or Articles 15 to 22 of the GDPR is not received within the specified time or is not satisfactory, the person concerned may assert their rights before the judicial authorities or by contacting the “Garante per la protezione dei dati personali” by issuing a complaint.

The Sole Responsible for the Procedure