

TENDER SPECIFICATIONS

OBJECT: ENTRUSTMENT OF THE SUPPLY OF AN INTERCONNECTION SERVICE AT THE JPIX INTERNET EXCHANGE, FOR A PERIOD OF 24 MONTHS. CIG: B069C4421A

The Institute of Informatics and Telematics, with registered office in Pisa, via G. Moruzzi n. 1, tax code 80054330586 and VAT no. 02118311006, legally represented by the Director Dr. Marco Conti, will arrange for the acquisition of the service indicated in the object.

Tender Documentation to be produced

- Annex.1 Substitute Declaration without ESPD;
- Annex.2 Communication of dedicated bank account pursuant to Law 136/2010;
- Annex.3 Integrity pact;

OBJECT OF THE SUPPLY

The object of the supply is a peering service at the JPIX Internet Exchange in Tokyo.

Starting Bid

The maximum total estimated amount of the entrustment is quantified at €21,700,00 for a period of 24 months.

The conditions for the quantification of the safety costs are not met, as there are no interferential risks referred to in Article 26, Paragraph 3 of Legislative Decree 81/2008.

Participation requirements

For participation in this procedure, there must be no:

- causes of exclusion referred to in art. 94 of the Code;
- conditions set out in Article 53, paragraph 16-ter, of Legislative Decree No. 165 of 2001 or in Article 35 of Decree-Law No. 90 of 24 June 2014, converted with amendments by Law No. 114 of 11 August 2014, or who have incurred, pursuant to the legislation in force, further prohibitions to contract with the public administration.

Sub-contracting

The competitor shall indicate the services he intends to subcontract or sub-subcontract. If no indication is given, subcontracting is prohibited. The entire performance of the contract may not be subcontracted.

PARTICIPATION REQUIREMENTS

In order to participate in the tendering procedure, one must be in possession of:

- general requirements referred to in Chapter II, Title IV of Legislative Decree 36/2023;



- professional qualification requirements as specified in Article 100, paragraph 3 of Legislative Decree No. 36/2023: enrolment in the register of the chamber of commerce, industry, handicrafts and agriculture or in the register of the provincial commissions for handicrafts or at the competent professional associations for a relevant activity even if not coinciding with the subject of the contract. The economic operator of another Member State not resident in Italy is required to declare, pursuant to the consolidated text of the legislative and regulatory provisions on the subject of administrative documentation, set out in Presidential Decree No 445 of 28 December 2000;
- previous and documented similar experiences even if not coinciding with those covered by the contract.

The contracting authority verifies the fulfilment of the general requirements by accessing the virtual file of the economic operator (hereinafter: VFEO).

The circumstances referred to in Article 94 of the Code are causes for automatic exclusion. The existence of the circumstances referred to in Article 95 of the Code is ascertained after cross-examination with the economic operator.

TELEMATICS PLATFORM

The negotiation system

This procedure shall be conducted, unless otherwise expressly provided for, using a telematics platform (hereinafter also referred to as the "System" for brevity).

The use of the System entails the tacit and unconditional acceptance of all the terms, conditions of use and warnings contained in the tender documents - including the Rules of the e-procurement system of the public administration (hereinafter referred to as the Rules) - in particular, of EU Regulation No. 910/2014 (hereinafter referred to as the eIDAS Regulation - electronic IDentification Authentication and Signature), of Legislative Decree No. 82/2005 on the Digital Administration Code (DAC) and of the AGID Guidelines, as well as of what is brought to the attention of users through the notices on the System.

The use of the System takes place in compliance with the principles of self-responsibility and professional diligence, in accordance with Article 1176, paragraph 2, of the Civil Code.

The Contracting Authority accepts no liability for the loss of documents and data, damage to files and documents, delays in the entry of data, documents and/or in the submission of applications, malfunctions, damages, and prejudice caused to the economic operator, by:

- malfunctioning of the equipment and connection systems and programmes used by the individual economic operator to connect to the System;
- use of the System by the economic operator in a manner that does not comply with the Specification and the Rules;



In the event of non-functioning of the system or its malfunctioning, not due to the above-mentioned circumstances, which prevents the proper submission of tenders, in order to ensure maximum participation, the contracting authority may order the suspension of the deadline for the submission of tenders for a period of time necessary to restore the normal functioning of the System and its extension for a duration proportionate to the duration of the non-functioning or malfunctioning, taking into account the seriousness of the same.

The Contracting Authority reserves the right to do so even when, excluding negligence on the part of the economic operator, it is not possible to ascertain the cause of the failure or malfunction.

The activities and operations carried out within the System are recorded and attributed to the economic operator and constitute full evidence towards the users of the System. These system recordings are confidential and will not be disclosed to third parties, except by order of the judge or in the event of a legitimate request for access to the documents, in accordance with current legislation. The activities and operations carried out within the System are intended to be carried out on the time and day shown in the system records. The operating system of the System is synchronized on the national time scale referred to in the decree of the Minister of Industry, Commerce and Crafts of 30 November 1993, n. 591, via NTP protocol or higher standard.

The use and functioning of the System takes place in accordance with what is reported in the Rules which constitute an integral part of these specifications, even if not physically attached and consultable on the website [purchasinginretepa.it](https://www.acquistinretepa.it)>who we are>how it works, at the following link: [https:// www.acquistinretepa.it/opencms/opencms/programma_comeFunziona_RegoleSistema.html](https://www.acquistinretepa.it/opencms/opencms/programma_comeFunziona_RegoleSistema.html).

The purchase, installation and configuration of the hardware, software, digital signature certificates, certified e-mail address or in any case, a qualified electronic delivery service address, as well as the connections for accessing the Internet, remain the sole responsibility of the economic operator.

The System is normally accessible 24 hours a day, seven days a week. Access to the System may, however, be slowed down, hindered or prevented due to planned maintenance work on the System or technical problems, which will, where possible, be notified to users with suitable notice.

By registering and submitting their bids, bidders shall indemnify and hold harmless the MEF, Consip S.p.A. and the System Operator, indemnifying them against any prejudice, damage, cost and charge of any kind, including any legal expenses, that may be suffered by the latter and/or by third parties as a result of violations of the rules contained in these Tender Rules and their annexes, incorrect or improper use of the System or violation of the regulations in force. In the event of the above violations, of legal or regulatory provisions and of irregularities in the use of the System by bidders, in addition to the other parts of these Tender Rules, the MEF, Consip S.p.A. and the System Operator, each within their respective fields of competence, reserve the right to take action for compensation for any direct and indirect damages, financial and image damages that they may have suffered.

Technical Equipment

In order to participate in this procedure, each economic operator must equip itself, at its own care, expense and responsibility, with technical and computer equipment in conformity with those indicated in these specifications and in the Rules.

In any case, it is essential:



- a) have at least one personal computer complying with up-to-date market standards, with an Internet connection and equipped with a common browser suitable for operating the System properly;
- b) have a public system for the management of Digital Identity (SPID) pursuant to Article 64 of Legislative Decree No 82 of 7 March 2005, other means of electronic identification for cross-border mutual recognition, pursuant to the eIDAS Regulation, electronic identity card (eID) pursuant to Article 66 of Legislative Decree No 82 of 7 March 2005;
- c) have a digital domicile listed in the indexes referred to in Articles 6-bis and 6-ter of Legislative Decree No. 82 of 7 March 2005 or, in the case of a cross-border economic operator, a qualified certified electronic delivery service address pursuant to the eIDAS Regulation;
- d) have a valid digital signature certificate issued by the legal representative of the economic operator (or by a person with appropriate signature powers):
 - a body included in the public list of certifiers kept by the Digital Italy Agency (provided for by Article 29 of Legislative Decree no. 82 / 05);
 - a certifier operating on the basis of a licence or authorisation issued by a Member State of the European Union and meeting the requirements set out in Regulation no. 910/14;
 - a certifier established in a non-EU Member State when one of the following conditions is met:
 - I. the certifier meets the requirements of Regulation No. 910/14 and is qualified in a member state;
 - II. the qualified certificate is granted by a certifier established in the European Union that meets the requirements of Regulation No. 910/14;
 - III. the qualified certificate, or the certifier, is recognised under a bilateral or multilateral agreement between the European Union and third countries or international organisations.

Identification

In order to submit an offer it is necessary that at least one person, equipped with the necessary powers to bind the economic operator on whose behalf he intends to operate, accesses the System after specific registration.

Access to the System is free of charge and is allowed following online identification, which may take place:

- via the public system for managing the digital identity of citizens and businesses (SPID) with guarantee level LoA3, via electronic identity card (eID) pursuant to Article 66 of Legislative Decree No 82 of 7 March 2005 or via eIDAS for European users.
- for non-EU users or users without the Italian eIDAS node, by means of credentials issued after an out-of-system identification process, in accordance with digital identity regulations.
- for tenders published until 31/12/2023: exclusively until 31/12/2023, through the account (user name and password) issued during registration in the System.

It should be noted that identification in the aforementioned ways is necessary for any subsequent access to the electronic phases of the procedure.



Once the identification procedure has been completed, in order to participate in the tender, the user must associate with the VAT number/other identifier of the economic operator on whose behalf he is operating regardless of the will to participate in the procedure in associated form: this intention may be implemented during the offer presentation phase. The economic operator, with the registration and, in any case, with the presentation of the offer, gives as ratified and valid and recognizes without any dispute what has been implemented within the System by the user attributable to the economic operator himself; every action concerning the user within the System will therefore be considered directly and incontrovertibly attributable to the economic operator for whom the user is operating.

Any requests for IT assistance must be made by contacting the dedicated Call Center at the contact details indicated on the website www.acquistinretepa.it.

System Manager

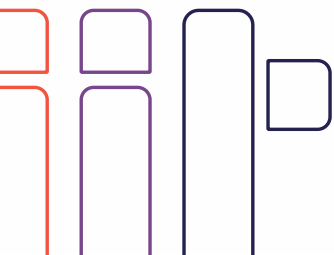
Notwithstanding the fact that, for this procedure, the awarding authority and the contracting authority is the Institute of Informatics and Telematics (IIT) of the CNR of Pisa, the latter shall avail itself, through Consip, of the technical support of the System Operator (i.e. the entity indicated on the website www.acquistinretepa.it that was awarded the public tender for this purpose), which shall also be responsible for the technical management of the IT applications necessary for the operation of the System, assuming all responsibility in this regard. The System Administrator is responsible for monitoring the main operating parameters of the System itself, reporting any anomalies in the System. The System Manager is, in particular, responsible for the logical and application security of the System itself and is also responsible for the adoption of appropriate and suitable technical and organisational measures, in order to ensure compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter also "EU Regulation" or "GDPR").

CIG specifications and Traceability of Financial Flows

The successful bidder shall assume all obligations of traceability of financial flows pursuant to Article 3 of Law No. 136 of 13 August 2010, as amended and supplemented.

Failure to use bank or postal transfers or other collection or payment instruments suitable to allow the full traceability of transactions shall constitute grounds for termination of the contract pursuant to Article 3, paragraph 9-bis, of Law No. 136 of 13 August 2010.

The successful bidder undertakes to immediately notify the Contracting Authority and the Prefecture - Territorial Office of the Government of the Province of Rome of any breach by its counterparty (subcontractor/sub-subcontractor) of its financial traceability obligations.



Virtual Envelope Offer Documentation:

- **The substitute Declaration Document without ESPD**

Drawn up in accordance with the model, digitally signed;

- **The economic offer generated by the System, signed with a digital signature**

The economic offer must contain, in addition to the indication of the price offered, the company charges concerning compliance with occupational health and safety provisions, which are included in the price offered;

Up to 2 decimal places shall be taken into account;

- **Communication dedicated cc pursuant to Law 136/2010**

Drawn up in accordance with the Model, digitally signed;

- **Integrity pact**

Drawn up in accordance with the Model, digitally signed;

Terms of Payment

Payment will be made within 30 days of certification of regular execution by the Service Manager. The invoice must be issued in an electronic form pursuant to and for the purposes of the Decree of the Ministry of Economy and Finance No. 55 of 3 April 2013, sending the electronic document to the Exchange System, which will take care of delivering the document received to the Recipient body, identified by the following Unique Office Code – CUU “WD4UO9”. Invoices are subject to “Split Payment”. The invoice, made out to the organisation, must contain, under penalty of rejection:

- The VAT number of the Organization: 02118311006
- The reference to the contract (protocol number and date);
- CIG;
- CUP;
- CUU (Unique Office Code): “WD4UO9”;
- the taxable amount;
- VAT;
- The total amount of the invoice;
- The object of the contract;
- The IBAN code of the dedicated current account referred to in Law 136/2010.

For the purposes of payment of the fee, the Organization will proceed to acquire the single contribution regularity document (D.U.R.C.), certifying the regularity with regard to the payment of social security contributions and compulsory insurance contributions for accidents at work and occupational diseases of employees. The organisation, in compliance with the provisions of Art. 48-bis of the Presidential Decree 602 of 29 September 1973, with the methods set out in the Decree of



the Ministry of Economy and Finance of 18 January 2008 n. 40, partially modified by Law 205/2017, for each payment of an amount exceeding €5,000.00, it will proceed to verify whether the beneficiary is in default of the payment obligation deriving from the notification of one or more payment orders for a total amount equal to at least to this amount. In the event that the company Equitalia S.p.A. communicates that there is a non-compliance on the part of the beneficiary, the Institution will apply the provisions of the art. 3 of the above implementation decree. The Economic Operator, under its own exclusive responsibility, will promptly inform the Institution of any changes that may occur regarding the aforementioned credit methods. In the absence of such communication, even if the variations are published in accordance with the law, the Economic Operator will not be able to raise objections regarding any delay in payment, nor in relation to an order for payment already made. During the settlement of invoices, expenses for the application of any penalties referred to in article 16 of this contract may be recovered; the Entity may suspend, without prejudice to the application of any penalties, payments to the Economic Operator who have been contested for failure to comply with the execution of the supply, until the contractual obligations have been fully fulfilled (art. 1460 of the Civil Code). This suspension may also occur if administrative disputes arise.

Transfer of Contract prohibition

The transfer of contract is prohibited pursuant to Article 119 (1) of Legislative Decree No. 36/2023. With regard to subjective changes that entail company transfers and acts of transformation, merger and demerger relating to the Contractor the provisions of Article 120 of Legislative Decree 36/2023 shall apply.

The Contractor shall promptly notify the Contracting Authority of any change occurred in the ownership structure and organisational structure.

Verification of Conformity of the Service/Supply.

The supply will be subject to conformity verification to certify that the object of the contract in terms of performance, objectives and technical, economic and qualitative characteristics has been created and executed in compliance with the contractual provisions and the agreements agreed upon at the time of the award.

Penalties

For each calendar day of delay in the performance of this contract, a penalty equal to 1‰ (one per thousand) of the contract amount net of VAT, pursuant to Article 126, paragraph 1, of the Code will be applied. Breaches of contract that will give rise to the application of penalties as per the preceding periods shall be contested to the Contractor in writing. The Contractor shall in any case communicate its deductions within a maximum period of 5 (five) working days from the same dispute. If said deductions are not acceptable according to the Administration or there has been no reply or no reply has been received within the term indicated, the above penalties shall be applied. The penalties shall be settled by the Administration, either on the fees due to the Contractor for the portions of the contract already performed or on the definitive guarantee. In the latter case, the final guarantee must be reinstated within the terms set by the Administration.



Termination and rescission

In the event of delayed or partial fulfilment of the contract, IIT-CNR may enjoin the contractor, by registered letter with return receipt or certified e-mail, to comply with the specific contractual provisions, within a peremptory term of 10 days.

Should the delay or partial fulfilment of the contract continue, this shall constitute an express termination condition, pursuant to Article 1456 of the Italian Civil Code, without the defaulting party having any claim whatsoever, and without prejudice to execution for damages. This is also without prejudice to compensation for any greater damage suffered.

Privacy

The Contractor has the obligation to maintain and ensure that the data and information in his possession are kept confidential, not to disclose them in any way or in any form and not to use them in any capacity for purposes other than those strictly necessary for the execution of contractual services. The Contractor is also responsible for the exact observance of the aforementioned confidentiality obligations by its employees, consultants and collaborators. In the event of failure to comply with the confidentiality obligations, the Contracting Authority has the right to terminate this contract by right, without prejudice to compensation by the Contractor for all resulting damages. Violation of the provisions of this paragraph, by both the Contractor and its staff, will constitute one of the reasons for rightful cause for termination of the contract.

Personal Data Treatment

The data collected are processed and stored in accordance with EU Regulation no. 2016/679 relating to the protection of natural persons with regard to the processing of personal data, as well as the free circulation of such data, of Legislative Decree 30 June 2003, n. 196 containing the "Code regarding the protection of personal data" and subsequent amendments, of the decree of the Presidency of the Council of Ministers n. 148/21 and related implementation acts.

Further Information

The Sole Responsible for the Procedure is Dr. Maurizio Martinelli.

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