

National Quantum Science and Technology Institute

Mission 4, Component 2, Investment 1.3 – Spoke 5

Project code MUR PE00000023 – CUP UNINA E63C22002190007



UNIVERSITÀ DEGLI STUDI DI NAPOLI FEDERICO II - DIPARTIMENTO DI
FISICA “ETTORE PANCINI”

OPEN PROCEDURE WITH APPLICATION OF THE CRITERION OF THE MOST ECONOMICALLY ADVANTAGEOUS OFFER IDENTIFIED ON THE BASIS OF THE BEST QUALITY/PRICE RATIO, PURSUANT TO ARTICLES 71 AND 108, LEGISLATIVE DECREE NO. 36/2023 S.M.I. IN TWO LOTS HAVING AS ITS OBJECT THE SUPPLY OF CRYOSTATS FOR THE CHARACTERISATION OF SUPERCONDUCTING QUANTUM DEVICES FOR THE NQSTI PROJECT IN THE UNIVERSITY CAMPUS OF MONTE SANT'ANGELO, NAPLES

TENDER REGULATIONS



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TENDER REGULATIONS

1. PREMISES

With a contracting decision of 03.12.2024, the Department of Physics "E. Pancini" of the University of Naples Federico II has decided to call for a tender in two lots for the awarding of a Contract for the Supply of cryostats for the characterization of superconducting quantum devices for the NQSTI project. This contract is financed under the PNRR – Mission 4, Component 2, Investment 1.3, MUR project code: PE00000023 - CUP: E63C22002190007, short name of the project "NQSTI". The supply includes: installation of the systems, transport, loading, unloading, portorage services and anything else necessary to allow the supply to be carried out in a workmanlike manner in the destination environments. The starting bid amount for the supply is €1,100,000.00 plus VAT at 22% (equal to €242,000.00 for a total of €1,342,000.00), with zero costs for safety from interfering risks.

The assignment will take place through an open procedure on MEPA, as a tender above the threshold and with application of the criterion of the most economically advantageous offer identified on the basis of the best quality-price ratio, pursuant to articles 71 and 108 of Legislative Decree 31 March 2023 n. 36 and subsequent amendments – Public Procurement Code (hereinafter: Code), for the needs of the Department of Physics "E. Pancini" of the University of Naples Federico II.

The supply which is the object of this contract must be installed inside the structure called "Hangar" of building 6 of the Department of Physics "E. Pancini" of the University of Naples Federico II and in particular:

- Lot no. 1: Quantum Computing Laboratory QC2, Location: Department of Physics "Ettore Pancini", Building 6 of the Monte Sant'Angelo Campus, 80126 Naples, NUTS code: ITF33; CUI: F00876220633202300109; CUP: E63C22002190007.
- Lot no. 2: L Quantum Computing Laboratory QC2, Location: Department of Physics "Ettore Pancini", Building 6 of the Monte Sant'Angelo Campus, 80126 Naples, NUTS code: ITF33; CUI: F00876220633202300109; CUP: E63C22002190007.

This initiative is funded by the EU, in particular by the Recovery Fund "NextGenerationEU" with the resources provided for by Regulation (EU) 2021/240 of the European Parliament and of the Council of 10 February 2021 and Regulation (EU) 2021/241 of the European Parliament and of the Council of 12 February 2021.

This procedure is carried out in accordance with and in consideration of:

- Regulation (EU) 12 February 2021, No. 2021/241, establishing the Recovery and Resilience Facility;
- National Recovery and Resilience Plan (NRRP) approved by Decision of the ECOFIN Council of 13 July 2021 and notified to Italy by the General Secretariat of the Council with note LT161/21, dated 14 July 2021;
- Regulation (EU) 2018/1046 of 18 July 2018 laying down the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, No 1301/2013, No 1303/2013, No 1304/2013, No 1309/2013, No 1316/2013, No 223/2014, No 283/2014 and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012;
- Legislative Decree no. 59 of 6 May 2021, converted with amendments by Law no. 101 of 1 July 2021, containing "Urgent measures relating to the Complementary Fund to the National Recovery and Resilience Plan and other urgent measures for investments";
- Legislative Decree no. 77 of 31 May 2021, converted with amendments by Law no. 108 of 29 July 2021, containing: <Governance of the National Recovery and Resilience Plan and initial measures to strengthen administrative structures and accelerate and streamline procedures>;
- Legislative Decree no. 80 of 9 June 2021, converted with amendments by Law no. 113 of 6 August 2021, containing: <Urgent measures to strengthen the administrative capacity of public administrations functional to the implementation of the National Recovery and Resilience Plan (PNRR) and for the efficiency of justice>;
- Law 16 January 2003, no. 3, containing "Regulatory provisions on public administration" and, in particular, Article 11, paragraph 2-bis, pursuant to which "Administrative acts, including those of a regulatory nature, adopted by the Administrations referred to in Article 1, paragraph 2, of Legislative Decree 30 March 2001, no. 165, which provide for public financing or authorise the execution of public investment projects, are null and void in the absence of the



corresponding codes referred to in paragraph 1 which constitute an essential element of the act itself;

- CIPE Resolution no. 63 of 26 November 2020 introducing the implementing legislation for the CUP reform;
- Decree of the Minister of Economy and Finance of 6 August 2021 relating to the allocation of resources in favour of each Administration in charge of the PNRR interventions and corresponding milestones and targets;
- Article 1, paragraph 1042 of Law 30 December 2020, n. 178 pursuant to which one or more decrees of the Minister of Economy and Finance establish the administrative accounting procedures for the management of the resources referred to in paragraphs 1037 to 1050, as well as the methods of reporting the management of the Fund referred to in paragraph 1037;
- Article 1, paragraph 1043, second period of Law 30 December 2020, n. 178, pursuant to which in order to support the management, monitoring, reporting and control activities of the components of the Next Generation EU, the Ministry of Economy and Finance - Department of the General Accounting Office of the State develops and makes available a specific IT system;
- The MEF Circular of 29 June 2022, no. 27 which defines the monitoring obligations for PNRR interventions
- Article 17 EU Regulation 2020/852 which defines environmental objectives, including the "Do no significant harm" (DNSH) principle, and Commission Communication EU 2021/C 58/01 "Technical guidance on the application of the "Do no significant harm" principle under the Recovery and Resilience Facility Regulation";
- Cross-cutting principles envisaged by the PNRR, such as, among others, the principle of contribution to the climate and digital objective (so-called tagging), the principle of gender equality and the obligation to protect and valorise young people;
- Obligations to ensure the achievement of targets and milestones and financial objectives established in the PNRR

The Project Manager (RUP), pursuant to art. 15 of the Code, is Dr. Fabio Vigliotta, fabio.vigliotta@unina.it, fabio.vigliotta@personalepec.unina.it, which will also have a support office.

As represented by the RUP: "There are no active Consip Conventions pursuant to art. 26, paragraph 1, of Law no. 488 of 1999 and subsequent amendments, nor calls for tenders on the Dynamic System for the Acquisition of Goods and Services for the Public Administration (SDAPA), for the supply which is the object of this procurement procedure".

The RUP also communicated that: "The supply in question does not fall within the scope of the minimum environmental criteria adopted and in force on the basis of the Plan for the environmental sustainability of consumption in the Public Administration sector".

2. TELEMATIC PLATFORM

2.1 THE ELECTRONIC NEGOTIATION SYSTEM

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

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

The Contracting Authority assumes no responsibility for loss of documents and data, damage to files and documents, delays in entering data, documents and/or in submitting the application, malfunctions, damages, prejudices arising to the economic operator, from:

- malfunctions of the equipment and connection systems and programs used by the individual economic operator for connection to the System;
- use of the System by the economic operator in a manner that does not comply with the Disciplinary Code and the provisions of the Rules;

In the event of failure of the system or malfunction of the same, not due to the aforementioned circumstances, which prevent the correct submission of offers, in order to ensure maximum participation, the contracting authority may order the suspension of the deadline for the submission of offers for a period of time necessary to restore the normal functioning of the System and the extension of the same for a period proportional to the duration of the failure or incorrect functioning, taking into account the seriousness of the same.

The contracting authority reserves the right to act in this way even when, excluding the negligence 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 are full proof for the users of the System. Such 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 documents, pursuant to the legislation in force.

The activities and operations carried out within the System are considered to be carried out at the time and day resulting from 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, Trade and Crafts of 30 November 1993, n. 591, via NTP protocol or higher standard.

The use and operation of the System take place in accordance with what is reported in the Rules which form an integral part of this specification, even if not physically attached and consultable on the site

www.acquistinretepa.it>chisiamo>comefunziona

at the following link: https://www.acquistinretepa.it/opencms/opencms/programma_comeFunziona_RegoleSistema.html.

The purchase, installation and configuration of hardware, software, digital signature certificates, PEC mailbox or in any case of a qualified certified electronic delivery service address, as well as connections for access to 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 scheduled maintenance on the System or technical problems, which will, where possible, be reported to users with adequate notice.

By registering and submitting the offer, the competitors indemnify and hold harmless the MEF, Consip SpA and the System Manager, compensating for any prejudice, damage, cost and burden of any nature, including any legal fees, which may be suffered by the latter and/or by third parties, due to violations of the rules contained in these Tender Regulations, the related attachments, incorrect or improper use of the System or violation of the legislation in force.

In the event of any violations of the above, of provisions of law or regulations and of irregularities in the use of the System by competitors, in addition to what is provided for in other parts of these Tender Regulations, the MEF, Consip SpA and the System Manager, each within their respective areas of competence, reserve the right to take action for compensation for any direct and indirect, financial and image damages suffered.

2.2 TECHNICAL EQUIPMENT

For the purposes of participation in this procedure, each economic operator must equip itself, at its own expense and responsibility, with the technical and IT equipment compliant with that indicated in this specification and in the document Rules of the e-Procurement system, which governs the functioning and use of the Platform.

In any case it is essential:

- have at least one personal computer compliant with up-to-date market standards, with an internet connection and equipped with a common browser suitable for operating correctly on the Platform;
- have a public system for the management of digital identity (SPID) pursuant to Article 64 of Legislative Decree 7 March 2005, no. 82 or other means of electronic identification for cross-border mutual recognition pursuant to the eIDAS Regulation;
- have a digital address present in the indexes referred to in articles 6-bis and 6-ter of the legislative decree of 7 March 2005, n. 82 or, for the cross-border economic operator, a certified electronic delivery service address
- qualified under the eIDAS Regulation;
- have from the legal representative of the economic operator (or from a person with suitable signing powers) a valid digital signature certificate issued by:
 - an organization included in the public list of certifiers kept by the Agency for Digital Italy (provided for by Article 29 of Legislative Decree no. 82/05);
 - a certifier operating under a licence or authorisation issued by a Member State of the European Union and in possession of the requirements set out in Regulation No. 910/14;
 - a certifier established in a non-European Union state when one of the following conditions applies:
 - a) the certifier possesses the requirements set out in Regulation No. 910/14 and is qualified in a Member State;
 - b) the qualified certificate is guaranteed by a certifier established in the European Union, in possession of the requirements set out in regulation no. 910/14;
 - c) the qualified certificate, or the certifier, is recognised by virtue of a bilateral or multilateral agreement between the European Union and third countries or international organisations.

2.3 IDENTIFICATION

In order to submit an offer, at least one person, with the necessary powers to engage the economic operator on whose behalf he intends to operate, must access the System after specific Registration. Access to the System is free and is permitted following online identification that can occur:

1. through the public system for the management of the digital identity of citizens and businesses (SPID) with LoA3 guarantee level, through the electronic identity card (CIE) referred to in Article 66 of Legislative Decree 7 March 2005, n. 82 or through the IDAS for European users.
2. for non-EU users or those without a node Italian eIDAS, through credentials issued following an extra-system identification process, in compliance with the regulations on digital identity.

Please note that identification in the above-mentioned ways is necessary for each 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 desire to participate in the procedure in an associated form: this intention may be made concrete in the offer submission phase. The economic operator, with the registration and, in any case, with the submission of the offer, considers as ratified and valid and recognizes without any dispute what has been put in place within the System by the user attributable to the economic operator himself; any action relating to 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 site www.acquistinretepa.it.

2.4 SYSTEM MANAGER

Without prejudice to the fact that, for this procedure, the contracting station and the awarding authority is the Federico II University of Naples, the latter avails itself, through Consip, of the technical support of the System Manager (i.e. the entity indicated on the website www.acquistinretepa.it which was awarded the public tender procedure carried out for this purpose) also responsible for the technical management services of the IT applications necessary for the functioning of the System, assuming all responsibility in this regard. The System Manager is responsible for checking the main operating parameters of the System itself, reporting any anomalies thereof. The System Manager is, in particular, responsible for the logical and applicative security of the System itself and is also responsible for the adoption of adequate and suitable technical and organizational measures in order to guarantee compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, relating to the protection of natural persons with regard to the processing of personal data, as well as the free circulation of such data (hereinafter also "EU Regulation" or "GDPR").

3. TENDER DOCUMENTATION, CLARIFICATIONS AND COMMUNICATIONS

3.1 TENDER DOCUMENTS

The tender documentation includes:

1. Tender notice;
2. Tender specifications;
3. Technical specifications;
4. Technical-administrative specifications;
5. Form for formulating the economic offer;
6. Application for participation – Attachment A1;
7. DGUE;
8. Deed of commitment;
9. DNSH Card No.3;
10. Contract template;
11. Statement 01 – declaration of registration in the company register;
12. Statement 02 – statement of lack of reasons for exclusion;
13. Statement 03 – statement of adult cohabiting family members;
14. Statement 05 – CAM requirements statement;
15. Statement 06 – declaration of beneficial owner;
16. Statement 07 – statement of absence of conflict of interest of the beneficial owner;
17. Statement 09 – Youth and female employment statement;
18. Statement 10 – financial flow traceability statement;

19. Statement 11 - pantouflage clause statement;
20. Statement 12 - Anti-mafia statement;
21. Statement 14 - Declaration of payment of stamp duty;
22. Memorandum of Understanding for the legality and prevention of attempts at criminal infiltration into the legal economy (hereinafter: Legality Memorandum), stipulated between the Prefecture of Naples, the Metropolitan City of Naples, the Chamber of Commerce of Naples and the Municipalities of the Metropolitan Area of Naples, to which the University adhered on 10/12/2021, following resolution of the Board of Directors no. 34 of 27.10.2021;
23. Codes of Conduct for Public Employees;
24. University Code of Conduct contained in the current Integrated Plan of Activities and Organization of the University – PIAO [appendix 2.3.D], approved by the Board of Directors in the meeting of 01/30/2024 and available on the University website www.unina.it;
25. Operating instructions for accessing the Platform and technical rules for using the Public Administration e-procurement system.
26. University corruption prevention rules contained in the current Integrated Plan of Activities and University Organization – PIAO [and in particular in Appendix 2.3.E CONTR], approved by the Council of Administration in the meeting of 01/30/2024 and available on the University website www.unina.it.

The tender documentation is available in electronic format, digitally signed, on the institutional website of the University, in the section Administration Transparency, Tenders and Contracts. If one or more of the above documents are not correctly viewable, interested parties can send an immediate report to the Head of the Public Relations and Transparency Office, via certified email to the address: urp@pec.unina.it. To read digitally signed documentation, it is necessary to have the appropriate software for verifying the digital signature, issued by one of the certifiers registered in the List referred to in Article 29 of Legislative Decree 82/2005 and available on the website www.agid.gov.it. The electronic version of the documentation in PDF/Word/Excel format, not digitally signed, is available on the aforementioned websites. In the event of a discrepancy between the two versions in electronic format, the digitally signed version will prevail.

3.2 CLARIFICATIONS

Clarifications on this procedure may be obtained by submitting written questions within the deadline set out in Section VI.3 of the GUUE Call, exclusively electronically through the section of the System reserved for requests for clarification, after registering with the system itself. The answers to the questions will be provided by the Sole Project Manager.

Requests for clarification must be made exclusively in Italian or English.

Pursuant to art. 88, paragraph 3 of the Code, the answers to all requests submitted in due time will be provided in electronic format, digitally signed at least six days before the deadline set for the submission of offers, through anonymous publication on the ASP platform, as well as on the institutional website of the University indicated above.

No response will be provided to requests submitted using methods other than those indicated above.

3.3 COMMUNICATIONS

Pursuant to art. 29 of the Code, the economic operator, by submitting the offer, automatically elects domicile in the specific "Communications Area" reserved for him/her for the purpose of receiving any communication relating to this procedure. The economic operator also elects domicile at the registered office and certified email address indicated at the time of submitting the OFFER.

All communications and exchanges of information between the contracting authority and economic operators are carried out in accordance with the provisions of Legislative Decree no. 82/05, through digital procurement platforms and, for anything not provided for therein, through the use of the digital domicile extracted from one of the indices referred to in Articles 6-bis, 6-ter, 6-quater of Legislative Decree no. 82/05 or, for cross-border economic operators, through a qualified certified electronic delivery service address pursuant to the eIDAS Regulation.

In the event of a malfunction of the platform, the contracting authority will send any communication to the digital address present in the indexes referred to in the aforementioned articles 6-bis, 6-ter, 6-quater of Legislative Decree no. 82/05.

In the case of temporary groupings, EEIGs, aggregations of network companies or ordinary consortia, even if not yet formally

constituted, the communication delivered to the agent/leader is considered to be validly made to all economic operators grouped, aggregated or in a consortium.

In the case of consortia referred to in art. 65, paragraph 2, letters b), c) and d) of the Code, the communication delivered to the consortium is considered to be validly delivered to all consortium members.

In the event of availing oneself of the services, the communication delivered to the offeror is deemed to have been validly delivered to all auxiliary economic operators.

4 SUBJECT OF THE CONTRACT, AMOUNT AND DIVISION INTO LOTS

The contract is divided into the following lots:

Table no. 1 – Description of lots

NumberLot	Description of services/goods
1	Dilution cryostat with base temperature of about 10 mK and cooling power of 400 microW at a temperature of 100 mK
2	Evaporation cryostat with base temperature of about 300 mK and cooling power of 50 microW at a temperature of 350 mK

The detail of the services and the amount of each lot at the auction base, net of VAT and/or other taxes and contributions required by law, as well as safety charges arising from interfering risks not subject to reduction, is reported below:

Table no. 2 – Object of the Contract

Lot 1

n.	Description of services/goods	CPV	P (principal) S (secondary)	Amount
1	Provision of a dilution cryostat with a base temperature of about 10 mK and a cooling power of about 400 microW at around 100 mK, to ensure the cooling and operation of superconducting quantum bits	39711130-9	P	750.000,00
Total amount at auction base				750.000,00

The base tender amount for each Lot is net of VAT and security charges due to zero interference risks. The base tender amount was calculated considering the analysis of purchases made by the entity in the last 6 years for similar equipment.

Lot 2

n.	Description of services/goods	CPV	P (principal) S (secondary)	Amount
2	Provision of an evaporation cryostat with a base temperature of about 300 mK and a cooling power of about 50 microW at around 350 mK, to ensure the cooling and operation of superconducting devices	39711130-9	P	350.000,00
Total amount at auction base				350.000,00

The base tender amount for each Lot is net of VAT and security charges due to zero interference risks. The base tender amount was calculated considering the analysis of purchases made by the entity in the last 6 years for similar equipment.

Participation in multiple lots

Each competitor may submit a bid for one or more lots (even all of them). There are no limitations on the awarding of a maximum number of lots.

5 CONTRACT DURATION, OPTIONS AND RENEWALS

5.1 DURATION

The supply subject to this procedure must be delivered and made operational at the complete expense of the successful tenderer, under the coordination of the Project Manager (RUP) and the technical staff of the Quantum Computing Laboratory of the University of Naples Federico II.

The duration of the Contract (excluding any options) is 7 months for each lot, starting from the date of signing the contract of the stipulation of the contract or of the report of early execution of the supply, unless a more advantageous delivery term is offered by the manufacturer in the temporal offer. The delivery and installation of the supply include all costs relating to packaging, transport, portage, delivery "to the floor", installation, removal of the packaging and any other activity instrumental to them.

The installation will be scheduled, in agreement with the Project Manager and the Laboratory Manager.

5.2 OPTIONS AND RENEWALS

The contracting action does not provide for the renewal of the contract.

For the purposes of art. 14, paragraph 4 of the Code, the maximum estimated value of the contract is equal to **€1,100,000.00** net of VAT, as well as safety costs due to interference risks as per the table.

ESTIMATED NET AMOUNT OF THE WHOLE CONTRACT FOR A SINGLE LOT

Lot Name	Lot	Net amount	total VAT incl.
Provision of a dilution cryostat with a base temperature of 10 mK	1	€750.000,00	€915.000,00
Lot Name	Lot	Net amount	total VAT incl.
Provision of an evaporation cryostat with a base temperature of 300 mK	2	€350.000,00	€427.000,00

The Administration reserves the right to order options (extensions) up to a maximum of 20% of the hammer price of each Lot.

6 SUBJECTS ADMITTED INDIVIDUALLY AND IN ASSOCIATED FORM AND CONDITIONS OF PARTICIPATION

Economic operators, including those established in other Member States, may participate in this tender individually or in association, in accordance with the provisions of art. 65 of the Code, provided that they meet the requirements set forth in the subsequent articles. The provisions of articles 67 and 68 of the Code apply to entities established in association.

It is forbidden to competitors to participate in the single lot in more than one temporary grouping or ordinary consortium of competitors or aggregation of companies adhering to the network contract (hereinafter, aggregation of network companies).

It is forbidden to the competitor who participates in the single lot in an ordinary group or consortium of competitors, to also participate individually.

It is forbidden to the competitor who participates in the single lot in an aggregation of network companies, to participate also in an individual form. Network companies not participating in the tender may submit an offer, for the same tender, in an individual or associated form.

The consortia referred to in art. 65, paragraph 2, letters b), c) and d) of the Code are required to indicate, in the offer, for which consortium members the consortium is competing; the consortium members designated by the consortium for the execution of the contract cannot, in turn, in cascade, indicate another entity for the execution, except in the case in which the designated consortium member is, in turn, a consortium referred to in art. 65, paragraph 2, letters b) and c), required by law to indicate, in the offer, the consortium members for whom it is competing; the latter are **prohibited** from participating, in any other form, in this tender. In the event of violation, both the Consortium and the consortium member are excluded from the tender; in the event of failure to comply with this prohibition, article 353 of the penal code applies.

The aggregations between companies adhering to the network contract referred to in art. 65, paragraph 2, letter g) of the Code, comply with the rules established for temporary groupings of companies insofar as compatible. In particular:

- a) **in the event that the network is equipped with a common body with power of representation and legal subjectivity (so-called network - subject)**, the aggregation of network companies participates through the common body, which will assume the role of the agent, if it has the relevant requirements. The common body may also indicate only some of the network companies for participation in the tender but must necessarily be part of these;
- b) **in the event that the network is equipped with a common body with power of representation but without legal subjectivity (so-called network-contract)**, the aggregation of network companies participates through the common body, which will assume the role of the agent, if it possesses the requirements set for the agent and if the network contract mandates the same to submit an application for participation or an offer for certain types of tender procedures. The common body may also indicate only some of the network companies for participation in the tender but must necessarily be part of these;
- c) **in the event that the network is equipped with a common body without the power of representation or is devoid of a common body, or if the common body lacks the qualification requirements**, the aggregation of network companies participates in the form of a grouping constituted or being constituted, with full application of the relevant rules (see ANAC Determination no. 3 of 23 April 2013).

For all network types, joint participation in tenders must be identified in the network contract as one of the strategic objectives included in the joint program, while its duration must be commensurate with the time required to complete the contract (see ANAC Determination no. 3 of 23 April 2013).

The role of principal/agent of a temporary grouping of companies may also be assumed by a consortium referred to in art. 65, paragraph 2, letters b), c) and d) or by a sub-association, in the form of a temporary consortium or an ordinary consortium established or an aggregation of network companies.

To this end, if the network is equipped with a common body with power of representation (with or without legal personality), such body will assume the role of agent of the sub-association; if, however, the network is equipped with a common body without the power of representation or is without a common body, the role of agent of the sub-association is conferred by the network companies participating in the tender, by means of a mandate pursuant to art. 68, paragraph 5 of the Code, providing evidence of the distribution of the participation shares.

Pursuant to art. 186-bis, paragraph 6 of Royal Decree 16 March 1942, no. 267, a company in preventive concordat with

business continuity may also compete as part of a temporary consortium provided that it does not act as an agent and provided that the other companies adhering to the temporary consortium are not subject to a bankruptcy procedure.

7 GENERAL REQUIREMENTS

Competitors must possess, **under penalty of exclusion**, the general requirements set out in the Code, as well as the additional requirements indicated in this article.

The contracting authority verifies the possession of the general requirements by accessing the virtual file of the economic operator (hereinafter FVOE).

Economic operators for whom there are causes for exclusion pursuant to Articles 94 and 95 of the Code **are excluded** from the tender. Economic operators who have assigned tasks in violation of Article 53, paragraph 16-ter, of Legislative Decree no. 165/2001 **are excluded**.

Economic operators having their registered office, residence or domicile in the countries included in the so-called **black lists** referred to in the decree of the Minister of Finance of 4 May 1999 and the decree of the Minister of Economy and Finance of 21 November 2001 must, **under penalty of exclusion** from the tender, be in possession of a valid authorisation issued pursuant to the Ministerial Decree of 14 December 2010 of the Ministry of Economy and Finance (pursuant to art. 37 of Legislative Decree no. 78 of 3 May 2010 converted into Law no. 122/2010) or of the authorisation application submitted pursuant to art. 1 paragraph 3 of the Ministerial Decree of 14 December 2010.

Failure to accept the clauses contained in the Legality Protocol constitutes grounds for exclusion from the tender, pursuant to art. 1, paragraph 17 of Law 6 November 2012, n. 190, or termination of the contract, as provided for in art. 3 paragraph 3 of Law 11 September 2020, n. 120, converting Legislative Decree 16 July 2020, n. 76. It should be noted, in fact, that the tender is also regulated by the provisions contained in the Legality Protocol, to which the University adhered on 10.12.2021.

The clauses of this Protocol, with the specifications formulated by this Administration, must be signed by the company at the time of signing the contract or subcontract, under penalty of forfeiture of the award, and are the following:

Clause 1): The undersigned company declares that it knows and accepts the express termination clause that provides for the immediate and automatic termination of the contract, or the revocation of the authorization to subcontract or sub-contract, should the Prefecture communicate, after the stipulation of the contract or sub-contract, interdiction information pursuant to art. 84 of Legislative Decree no. 159/2011 and subsequent amendments. A similar termination effect will result from the ascertained existence of hypotheses of formal and/or substantial connection or agreements with other companies participating in the bankruptcy procedures of interest. If the contract was stipulated pending the acquisition of anti-mafia information, a penalty of 10% of the value of the contract will also be applied to the company, subject to the subsequent interdiction information, or, if the same is not determined or determinable, a penalty equal to the value of the services performed at the time; the aforementioned penalties will be applied by automatic deduction, by the contracting authority, of the relevant amount from the sums due to the company in relation to the first useful disbursement. In the event of the Prefect issuing information pursuant to art. 1 septies, Legislative Decree no. 629 of 6 September 1982, converted by Law no. 726 of 12 October 1982, the Contracting Authority reserves the right to assess at its discretion the opportunity to exclude the company affected by the aforementioned information from the procedure and from any subcontract, as well as to proceed with the termination of ongoing contracts.

Clause 2): The undersigned company undertakes to communicate to the contracting authority the list and data of the companies involved in the award plan with regard to the sectors of activity referred to in art. 2 of the Protocol, as well as any subsequent changes for any reason.

Clause 3): The undersigned company undertakes to include in all subcontracts/sub-contracts the express termination clause in the event that prohibitive information emerges, or rejection of registration in the so-called white list for the sectors of interest, at the expense of the subcontractor/sub-subcontractor.

Clause 4): The undersigned company undertakes to inform the Prefecture without delay, by communicating it to the Contracting Authority, of any attempt at extortion, intimidation or conditioning of a criminal nature in any form it may manifest itself against the entrepreneur, any members of the corporate structure or their families (request for bribes, pressure to direct the hiring of personnel or the assignment of work, supplies, services or similar to certain companies, damage or theft of personal or construction site property, etc.). The obligation to report the same facts to the Judicial Authority remains in force, as per clause no. 5 below. The aforementioned fulfillment is essential for the purposes of the execution of the contract

and the related failure to fulfill it will give rise to the express termination of the contract itself as per art. 1456 of the Civil Code.

Clause 5): The undersigned company undertakes to report to the Judicial Authority or the Police any illicit request for money, services or other benefits made to it before the tender and/or the awarding or during the execution of the works, including through its agents, representatives or employees and in any case any illicit interference in the award procedures or in the execution phase of the works. The Contracting Authority and the Prefecture are informed of the report, as per clause no. 4 above. The aforementioned fulfillment is essential for the purposes of the execution of the contract and the related failure to fulfill it will give rise to the express termination of the contract itself pursuant to art. 1456 of the Civil Code

Clause 6): The undersigned company undertakes to assume all charges and expenses, at its own expense, deriving from the agreements/protocols promoted and stipulated by the Contracting Authority with the competent bodies and/or organs in matters of safety, as well as crime repression, aimed at the preventive verification of the work execution program with a view to the subsequent monitoring of all phases of execution of the work, of the services to be performed and of the subjects who will carry them out, as well as compliance with the obligations deriving from such agreements.

Clause 7): The undersigned company undertakes to ensure that subcontractors/subcontractors comply with this Protocol by inserting contractual clauses with similar content to those reported in this contract.

Clause 8): The undersigned company undertakes to include in subcontracts/subcontracts a clause that suspensively subordinates the acceptance and, therefore, the effectiveness of the assignment of credits made to subjects other than those indicated in Legislative Decree 18 April 2016, n. 50, to the prior acquisition, by the Contracting Authority, with the methods set out in articles 2 and 3 of this Protocol, of the anti-mafia information referred to in articles 84 and 91 of Legislative Decree 6 September 2011, n. 159, at the expense of the assignee and to reserve the right to refuse the assignments of credit made in favor of assignees for whom the Prefecture provides anti-mafia information of a prohibitive nature. Similar rules must be provided for all subjects, in any capacity involved in the execution of the works, who will stipulate an assignment of credits.

Clause 9): The undersigned company undertakes to proceed with the secondment of manpower, as regulated by art. 30 of Legislative Decree no. 276 of 10 September 2003, only after obtaining prior authorization from the Contracting Authority for the seconded workers to enter the construction site; said authorization is subject exclusively to the prior acquisition, by the Contracting Authority itself, of the anti-mafia information referred to in arts. 84 and 91 of Legislative Decree no. 159 of 6 September 2011, on the seconding company. Similar rules must be provided for all those subjects, involved in any capacity in the execution of the works, who will avail themselves of the option to second manpower.

Clause 10): The contractor undertakes to promptly notify the Prefecture and the Judicial Authority of any attempts at extortion that have, in any way, manifested themselves against the entrepreneur, the corporate bodies or the company managers. The aforementioned fulfillment is essential for the purposes of the execution of the contract and the related failure to fulfill it will give rise to the express termination of the contract itself, pursuant to art. 1456 of the civil code, whenever a precautionary measure has been ordered against public administrators who have exercised functions related to the stipulation and execution of the contract or a referral to trial has occurred for the crime provided for by art. 317 of the criminal code

Clause 11): The undersigned company declares to know and accept the Contracting Authority undertakes to avail itself of the express termination clause, pursuant to art. 1456 of the Civil Code, whenever a precautionary measure has been ordered against the entrepreneur or members of the corporate structure, or the managers of the company, or a referral to trial has occurred for one of the crimes referred to in arts. 317 of the Criminal Code, 318 of the Criminal Code, 319 of the Criminal Code, 319-bis of the Criminal Code, 319-ter of the Criminal Code, 319-quater of the Criminal Code, 320 of the Criminal Code, 321 of the Criminal Code, 322 of the Criminal Code, 322-bis of the Criminal Code, 346-bis of the Criminal Code, 353 of the Criminal Code and 353-bis of the Criminal Code

Clause 12): The undersigned company declares that it knows and accepts the express termination clause that provides for the immediate and automatic termination of the contract or the revocation of the authorization to subcontract or subcontract as well as the application of the administrative pecuniary sanctions pursuant to Law 136/2010 and subsequent amendments if a financial transaction (incoming or outgoing) is carried out without using the intermediaries and dedicated accounts pursuant to art. 3 of the aforementioned law. The undersigned company declares that it knows and accepts the obligation to make collections and payments, relating to the contracts pursuant to this Protocol, through dedicated accounts opened with an authorized intermediary via bank or postal transfer, or with other payment instruments suitable for allowing

full traceability of the transactions, the failure to use which constitutes a cause for termination of the contract; in the event of violation of this obligation, without justified reason, a penalty of 10% of the value of each individual financial transaction to which the violation refers will be applied, automatically drawing the amount from the sums due in relation to the first available disbursement.

Clause 13): The undersigned company declares to know and accept the express clause that provides for the immediate and automatic termination of the contract or the revocation of the authorization of the contract or sub-contract in the event of serious and repeated failure to comply with the provisions on placement, hygiene and safety at work, also with regard to the appointment of the person responsible for safety and protection of workers in contractual and union matters. To this end, the following are considered, in any case, serious failure to comply: the violation of rules that have led to the seizure of the workplace, validated by the Judicial Authority; failure to comply with the requirements imposed by the inspection bodies; the use of personnel from the individual company not resulting from the records or other mandatory documentation in a measure greater than 15% of the total number of workers employed on the construction site or in the factory.

Clause 14): The undersigned company undertakes to promptly communicate to the contracting authority any changes in the data reported in its own Chamber of Commerce certificates and those of its subcontractors and, in particular, any changes that occur after the production of the certificate itself relating to the subjects referred to in articles 85 and 91, paragraph 4, of Legislative Decree no. 159 of 6 September 2011 to be subjected to anti-mafia verification. In the event of violation, the sanctions set forth in art. 14 of the Protocol will apply.

Clause 15): The undersigned company undertakes to fully comply with all the provisions of the Memorandum of Understanding for legality and the prevention of attempts at criminal infiltration into the legal economy signed between the Prefecture and the Contracting Authority and to be fully aware of and accept the sanctioning system provided for therein.

The contract is also regulated by art. 19, paragraphs 4 and 5, of the Implementation Regulation of Regional Law no. 3 of 27 February 2007 containing "Regulation of public works, services and supplies in Campania Regulation of public works, services and supplies in Campania" aimed at protecting the integrity and legality in the phase of construction of the works, services and supplies and avoiding the establishment and continuation of contractual relationships with contractors who may be subject to infiltration and illicit pressure from parties external to the contract or concession relationship, and to facilitate the successful tenderers in reporting facts tending to alter the correct and legal execution of the services, consisting in particular in acts of intimidation or extortion perpetrated against them or against subcontractors and which are referred to below:

- if during the execution of the contract, the contracting authority, also through the offices of the project manager and the works management, detects, on the basis of concrete factual elements, the presence of illicit and multiple pressures by parties external to the contract relationship, tending to influence or alter the correct and legal execution of the services, it shall report the situation, without delay and confidentially, to the Prefect with jurisdiction over the territory, so that appropriate investigations can be carried out, aimed at verifying the presence of infiltration or pressures against the contractor or any of the subcontractors. The same clause provides, pursuant to art. 51, paragraph 4, of the Law, the obligation of the successful tenderers to report any fact tending to alter the correct and legal execution of the services, as an essential element of the contract.

SELF-CLEANING

The economic operator who finds himself in one of the situations referred to in Articles 94 and 95 of the Code, with the exception of definitively and not definitively ascertained contribution and tax irregularities, can provide proof of having adopted measures (so-called self-cleaning) sufficient to demonstrate his reliability.

If the cause of exclusion occurred before the submission of the offer, the economic operator indicates the impediment cause in the DGUE and, alternatively:

- describes the measures adopted pursuant to art. 96, paragraph 6 of the Code;
- justifies the impossibility of adopting said measures and undertakes to do so subsequently.

The adoption of the measures is communicated to the contracting authority.

If the cause of exclusion occurred after the submission of the offer, the economic operator shall adopt the measures referred to in paragraph 6 of art. 96 of the Code, notifying the contracting authority. Compensation or the commitment to compensate

for any damage caused by the crime or the illicit act, the demonstration of having clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigative authorities and of having adopted concrete measures, of a technical, organizational or personnel-related nature, suitable for preventing further crimes or illicit acts, are considered sufficient measures.

If the measures adopted are considered sufficient and timely, the economic operator is not excluded. If such measures are considered insufficient and untimely, the contracting authority shall communicate the reasons to the economic operator.

The economic operator excluded by a final judgment from participation in the award or concession procedures, during the exclusion period resulting from such judgment, cannot avail of self-cleaning. In the event that a grouping/consortium has excluded or replaced a participant/executor affected by an exclusion clause pursuant to Articles 94 and 95 of the Code, the measures adopted pursuant to Article 97 of the Code are assessed in order to decide on the exclusion.

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

In the event of participation of consortia as per article 65, paragraph 2, letters b) and c) of the Code, the requirements set out in point 5 are possessed by the consortium and the consortium members indicated as executors.

In the event of participation of stable consortia as per article 65, paragraph 2, letter d) of the Code, the requirements set out in point 5 are possessed by the consortium, by the consortium members indicated as executors and by the consortium members that provide the requirements.

An economic operator who finds himself in one of the situations referred to in Articles 94 and 95 of the Code, with the exception of definitively and non-definitively ascertained contribution and tax irregularities, may provide proof of having adopted measures (so-called self-cleaning) sufficient to demonstrate his reliability.

Pursuant to art. 70, paragraph 4, letter e) of the Code, offers submitted by bidders lacking the qualifications required by these Specifications are inadmissible.

Economic operators, even those established in other Member States, may submit an offer, provided they possess the additional requirements indicated below:

- a)** compliance, under penalty of exclusion, at the time of submission of the offer, with the obligations regarding the employment of persons with disabilities pursuant to Law 12 March 1999, n. 68, pursuant to art. 94, paragraph 5, letter b) of the Code and article 47 of Legislative Decree 77/2021, converted with Law n. 108/2021;
- b)** the production, under penalty of exclusion, by economic operators who employ more than fifty employees, at the time of submitting the offer, of a copy of the latest periodic report on the situation of male and female staff drawn up pursuant to Article 46, Legislative Decree no. 198 of 2006, with certification of its conformity with that already sent to the company trade union representatives and to the regional equality advisors or, in their absence, with certification of its simultaneous transmission to the company trade union representatives and to the regional equality advisor (Article 47, paragraph 3 of Legislative Decree no. 77 of 2021 converted into Law 108/2021 and Interministerial Decree of the Minister of Labour and Social Policies and the Minister of Equal Opportunities and the Family of 29 March 2022);
- c)** the production by economic operators who employ a number of employees equal to or greater than fifteen and not more than fifty, within six months of the conclusion of the contract, of a gender report on the situation of male and female personnel in each of the professions, referred to in Article 47, paragraph 3 of Legislative Decree no. 77 of 2021;
- d)** the undertaking, at the time of submission of the Offer, in the event of awarding the contract, to ensure a quota **equal to 30%** of the hiring necessary for the execution of the contract or for the implementation of activities connected to it or instrumental to both female employment and youth employment, in implementation of the provisions of Article 47, paragraph 4 of Legislative Decree no. 77 of 2021, as well as the Ministerial Decree of the Presidency of the Council of Ministers, Department of Equal Opportunities, of 7 December 2021 (Adoption of the guidelines aimed at promoting equal gender and generational opportunities, as well as the inclusion in the workplace of people with disabilities in public contracts financed with the resources of the PNRR and the PNC), published in the Official Journal of 30 December 2021, no. 309;
- e)** economic operators who employ a number of employees equal to or greater than fifteen and not more than fifty, under penalty of exclusion, must not have failed, in the twelve months preceding the deadline for submitting the offer, to produce to the contracting authority of a previous contract, financed in whole or in part with the funds of the PNRR, the report referred to in art. 47, paragraph 3 of Legislative Decree no. 77 of 2021;

f) the commitment, under penalty of exclusion, at the time of submitting the offer, to observe the specific obligations of the PNRR, including the principle of not causing significant damage to the environmental objectives, the so-called "DO NOT SIGNIFICANT HARM" (DNSH), pursuant to Article 17 of EU Regulation 2020/852 of the European Parliament and of the Council of 18 June 2020, as well as the principle of contribution to the climate objective.

In reference to the provisions of the Operational Guide for compliance with the principle of not causing significant damage to the environment (so-called DNSH) (RGS circular no. 33 of 13 October 2022), at the time of submitting the offer, the completion of Form no. 3 will be required - necessary for the preliminary verification of the taxonomic criteria contained therein. Immediately after the award and before the signing of the contract, the submission of the documentation certifying the declarations made in "Form no. 3" will be required, which will be subject to evaluation by the contracting authority. In the absence of such documentation or if it is not deemed compliant, the contract will not be signed.

8 SPECIAL REQUIREMENTS AND MEANS OF PROOF

Competitors, under penalty of exclusion, must possess the requirements set out in the following paragraphs. The documents requested from economic operators for the purpose of demonstrating the requirements must be transmitted via FVOE in accordance with ANAC resolution no. 262 of 2023.

Pursuant to art. 70, paragraph 4, letter e) of the Code, offers lacking the qualification required by this specification are inadmissible.

8.1 ELIGIBILITY REQUIREMENTS

a) **Registration in the register kept by the Chamber of Commerce, Industry, Crafts and Agriculture or in the register of the provincial commissions for crafts for activities consistent with those covered by this tender procedure.**

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 administrative documentation, pursuant to the Presidential Decree of 28 December 2000, n. 445, that he is registered in one of the professional or commercial registers referred to in Annex II.11 of Legislative Decree 36/2023.

In the case of a temporary grouping, consortium, GEIE consortium or companies adhering to a network contract, the requirement relating to registration in the Company Register or in the Register of Craft Companies must be met:

- by each member of the grouping/consortium/EEIG, even if to be established, as well as by the EEIG itself;
- by each component of the network aggregation as well as by the common body in the event that it has legal subjectivity.

8.2 ECONOMIC AND FINANCIAL CAPACITY REQUIREMENTS

In order to allow the selection of a reliable operator, with consolidated experience in the sector functionally intended for research activities, which is the object of the tender, the economic and financial capacity requirements that must be possessed by the economic operators who will participate in the tender are listed below.

b) **minimum annual global turnover** referring to each of the last 3 financial years (2021, 2022, 2023), prior to the publication of the notice, not less than 50% of the tender base amount, plus VAT and any additional legal charges, for each lot as reported below:

Table 6 Minimum annual global turnover per lot

Lot Number	Subject of the lot	Minimum annual global turnover (VAT excluded)
1	Provision of a dilution cryostat with a base temperature of 10 mK	375.000,00€
2	Provision of an evaporation cryostat with a base temperature of 300 mK	175.000,00€

Proof of the requirement is provided by one of the following documents:

- for capital companies through balance sheets, or extracts thereof, approved on the expiry date of the deadline for submitting offers accompanied by the explanatory notes;
- for economic operators established as individual businesses or partnerships by means of a copy of the Single Form or the VAT Declaration;

– declaration made, pursuant to and for the purposes of Article 47 of Presidential Decree no. 445/2000, by the person or body responsible for the accounting control of the company where present (be it the Board of Auditors, the auditor or the auditing firm), certifying the extent (amount) and type (reason for invoicing) of the turnover declared at the time of participation.

Where turnover information is not available, for companies that have started their activity less than 3 years ago, the turnover requirement must be related to the period of activity.

In the case of a temporary grouping, consortium, EEIG consortium or companies adhering to a network contract, the global turnover requirement must be satisfied as a whole and possessed by the temporary grouping as a whole.

8.3 TECHNICAL AND PROFESSIONAL ABILITY REQUIREMENTS

- c) **Execution carried out in the last three years**, understood as the three-year period preceding the month preceding the publication of this notice, at **at least one European end customer of a supply similar** in subject and amount to the lot for which you intend to participate, as reported in the following table:

Table 7 Type and amount of similar supply per batch

Lot number	Subject of the lot	Minimum amount (VAT excluded)	Similar supply
1	Provision of a dilution cryostat with a base temperature of 10 mK	500.000,00€	supply of a dilution cryostat with measuring accessories and wiring, the overall cost of which is equal to the minimum amount indicated
2	Provision of an evaporation cryostat with a base temperature of 300 mK	200.000,00€	supply of an evaporation cryostat with measuring accessories and wiring, the total cost of which is equal to the minimum amount indicated

Proof of the requirement is provided:

In the case of supplies provided **to public administrations or public bodies** using one of the following methods:

- original digitally signed by the undersigned, or certified copy digitally signed by the competitor, of the certificates issued by the contracting administration/body, with the indication of the object, amount and period of execution;
- contracts stipulated with public administrations/public bodies, complete with copies of the invoices of the receipts or of the bank documents certifying the payment of the same.

In the case of supplies provided **to private clients**, using one of the following methods:

- original digitally signed by the subscriber or certified electronic copy of the certificates issued by the private client, with the indication of the object, amount and period of execution;
- contracts stipulated with private individuals, complete with copies of receipted invoices or bank documents certifying their payment.

The competitor not established in Italy, but in another Member State or in one of the countries referred to in art. 100, paragraph 3 of the Code and art. 3 of Annex II.12, must present a sworn declaration or according to the methods in force in the State in which it is established for the analogous certification. The economic operator, who for valid reasons is not able to present the requested references can prove its economic and financial capacity by means of any other document considered suitable by the contracting authority.

For participation in multiple lots, the requirement is given by the sum of the individual requirements requested for each lot of participation plus VAT and any additional legal charges. This requirement responds to the interest of the Contracting Authority to contract with a subject that is reliable in relation to the specific commitments that arise from participation in the tender and the possible awarding of the contract.

8.4 GUIDELINES FOR TEMPORARY GROUPS, ORDINARY CONSORTIA, NETWORK AGGREGATIONS, EEIG

The subjects referred to in art. 65 paragraph 2, letters e), f), g) and h) of the Code must possess the special requirements in the terms indicated below.

The rules established for temporary groupings apply to network aggregations, ordinary consortia and EEIGs.

The requirement relating to registration in the register kept by the Chamber of Commerce, Industry, Crafts and Agriculture referred to in point 8.1 letter a) must be possessed:

- by each member of the grouping/consortium/EEIG, even if to be established, as well as by the EEIG itself;
- by each component of the network aggregation as well as by the common body in the event that it has legal personality.

The requirement of economic and financial capacity referred to in point 8.2 letter b) as well as the requirement of technical and professional capacity referred to in point 8.3 letter c) must be satisfied by the temporary grouping in the complex.

In the event that a grouping has excluded or replaced a participant because he or she does not meet a special requirement pursuant to Article 100 of the Code, the measures adopted pursuant to Article 97 of the Code shall be assessed in order to decide on the exclusion of the grouping.

8.5 GUIDELINES FOR CONSORTIA OF COOPERATIVES AND ARTISAN ENTERPRISES AND STABLE CONSORTIA

The subjects referred to in art. 65 paragraph 2, letters b), c) and d) of the Code must possess the participation requirements within the terms indicated below. **The requirement relating to Registration** in the Register held by the Chamber of Commerce, Industry, Crafts and Agriculture or in the register of the provincial commissions for crafts referred to in **point 8.1 letter a)** must be possessed by the consortium and the consortium companies indicated as executors.

The requirements **of economic and financial capacity as well as technical and professional capacity** must be possessed:

- 1) for the consortia referred to in art. 65, paragraph 2, letters b) and c) of the Code, directly by the consortium itself, using its own requirements and, among these, making use of the means available to the consortium members that constitute them;
- 2) for the consortia referred to in art. 65, paragraph 2, letter d) of the Code, by the consortium, which may spend, in addition to its own requirements, also those of the consortium members which are cumulatively computed by the consortium.

In the event that a consortium has excluded or replaced a member because it lacks a special requirement pursuant to Article 100 of the Code, the measures adopted pursuant to Article 97 of the Code shall be assessed in order to decide on the exclusion.

9 BENEFICIAL OWNER

The competitor is required to provide the data necessary for the identification of the beneficial owner of the economic operator (pursuant to art. 20 of Legislative Decree 231/2007) – see MEF decree of 11.03.2022, n. 55. Furthermore, the competitor and the beneficial owner are required to declare the absence of situations of conflict, even potential, of interest in relation to this procedure and to undertake, should such a situation occur at a later time, to promptly notify the contracting authority.

10 AVAILMENT

The competitor may make use of technical equipment, human resources and instruments made available by one or more auxiliary economic operators to demonstrate possession of the special order requirements and/or to improve their offer.

In the contract of subcontracting, the parties specify the instrumental and human resources that the auxiliary makes available to the competitor and indicate whether the subcontracting is aimed at acquiring a participation requirement or improving the competitor's offer, or if it serves both purposes.

In cases where the use is aimed at improving the offer, it is not permitted for both the auxiliary and the operator who uses the resources made available by the latter to participate in the same tender, under penalty of exclusion of both parties.

Pursuant to Article 372, paragraph 4 of the Code of Business Crisis and Insolvency, for participation in this procedure between the time of filing the application referred to in Article 40 of the aforementioned Code and the time of filing the decree provided for in Article 47 of the same Code, it is always necessary to avail of the requirements of another subject. Availing of the requirements is not necessary in the case of admission to preventive composition. The competitor and the auxiliary are jointly liable towards the Contracting Authority in relation to the services covered by the contract.

The use of third parties to satisfy the general requirements and the requirements for registration with the Chamber of Commerce is not permitted.

The use of multiple auxiliaries is permitted. The auxiliary cannot in turn use another subject. The auxiliary must:

- a. possess the requirements set out in Article 6 and declare them by submitting your own DGUE, to be filled in in the relevant sections;
- b. possess the requirements set out in Article 8.1 letter a), 8.2 letter b) and 8.3 letter c) of the contract and declare them in their DGUE, to be filled in in the relevant sections;
- c. undertake, towards the competitor who makes use of it and towards the contracting authority, to make available, for the entire duration of the contract, the resources (referring to participation and/or bonus requirements) which are the

object of the use.

The competitor attaches the contract of use to the application for participation, which must be digitally native and digitally signed by the parties, as well as the auxiliary's declarations.

The failure to produce the auxiliary's declarations can be remedied through investigative assistance.

The failure to produce the contract of avilment can be remedied by means of investigative assistance, provided that the contract was stipulated before the deadline for submitting the offer and that this circumstance can be proven with a certain date prior to the deadline for submitting the offer.

Failure to indicate the resources made available by the auxiliary is not remediable - and therefore is **a cause for exclusion from the tender** - as it is a cause for the nullity of the contract of use.

If there are reasons for exclusion for the auxiliary or if it does not meet the special order requirements, the competitor replaces the auxiliary within ten days from receipt of the request by the contracting authority. At the same time, the competitor produces the documents required for the use.

In the event that the auxiliary is responsible for a false declaration regarding the possession of the requirements, the contracting station shall report to the Authority the behavior of the auxiliary to allow the assessments referred to in Article 96, paragraph 15. The economic operator may indicate another auxiliary within ten days, under penalty of exclusion from the tender. The replacement may be made only if it does not lead to a substantial modification of the offer. Failure to comply with the deadline assigned for the replacement entails the exclusion of the competitor.

11 SUBCONTRACTING

Subcontracting is permitted within the limits set out in art. 119 of Legislative Decree no. 36/2023, to which reference is made. The tenderer must indicate in the tender the services and supplies or parts of services and supplies that he intends to subcontract.

In the absence of indications regarding subcontracting, subcontracting is prohibited. The activities referred to in art. 119, paragraph 3 of the Code are not considered subcontracted activities.

12 PROVISIONAL WARRANTY

The offer is accompanied by **a provisional guarantee**, as defined in art. 106 of the Code, equal to 2% of the base tender price for each individual lot in which the economic operator intends to participate.

Lot Name	Lot	Warranty
Provision of a dilution cryostat with a base temperature of 10 mK	1	€ 15.000,00
Provision of an evaporation cryostat with a base temperature of 300 mK	2	€ 7.000,00

In case of participation in multiple lots, the economic operator can alternatively:

- provide as many separate and independent provisional guarantees as there are lots in which you intend to participate;
- provide a single guarantee of an amount equal to the sum of the amounts established for the lots in which he intends to participate. In the guarantee

the individual lots for which the same is provided are expressly indicated, as well as the detailed amounts of the individual lots

deposits relating to each lot.

Pursuant to art. 106, paragraph 6 of the Code, the provisional guarantee covers the failure to sign the contract, after the award, due to any fact attributable to the contractor or to the adoption of anti-mafia interdiction information issued pursuant to articles 84 and 91 of Legislative Decree 6 September 2011, n. 159.

The provisional guarantee is constituted, at the competitor's choice in the form of a deposit or surety bond:

a. The deposit is constituted by crediting, by bank transfer or by other electronic payment instruments and channels, to the account Credit Agricole SpA IBAN IT53D0623003543000058328708; an electronic copy of the payment must be submitted to the System with the indication of the IBAN code of the person who made the payment. It is understood that the competitor must in any case produce the commitment to issue the definitive guarantee for the execution of the contract, if the competitor is awarded the contract;

b. The surety bond can be issued:

- from banking or insurance companies that: meet the solvency requirements set out in the laws governing their respective activities;

- by a financial intermediary registered in the register referred to in art. 106 of Legislative Decree no. 385 of 1 September 1993, which carries out exclusively or predominantly the issuing of guarantees, which is subject to accounting audit by an auditing firm registered in the register referred to in article 161 of Legislative Decree no. 58 of 24 February 1998; and which has the minimum solvency requirements required by current banking and insurance legislation.

Bank or insurance guarantee issued by banking or insurance companies that meet the requirements of art. 106, paragraph 3 of the Code. In any case, the surety bond conforms to the standard form referred to in art. 117, paragraph 12 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/soggetto-non-legittimizzato/Non-authorized_intermediaries.pdf
- http://www.ivass.it/ivass/imprese_jsp/HomePage.jsp

In the event of **provision of a surety bond**, this must:

- 1) contain express mention of the object and the subject guaranteed;
- 2) be registered in the name of all economic operators of the established/to be established temporary grouping or ordinary consortium or GEIE, or of all network companies participating in the tender or, in the case of consortia referred to in art. 65, paragraph 2, letters b) and c), of the Code, to the consortium alone;
- 3) be compliant with the standard scheme approved by decree of the Minister of Economic Development in agreement with the Minister of Infrastructure and Transport and previously agreed with the banks and insurance companies or their representatives; be compliant with the standard policy schemes referred to in the Decree of the Ministry of Productive Activities of 19 January 2018, no. 31;
- 4) be valid for at least 180 days from the deadline for submitting the offer;
- 5) expressly provide:
 - a. the waiver of the benefit of the prior enforcement of the principal debtor pursuant to art. 1944 of the civil code, wishing and intending to remain jointly and severally liable with the debtor;
 - b. the waiver to object to the expiry of the terms referred to in art. 1957 of the civil code;
 - c. their operation within fifteen days upon simple written request from the contracting authority;
- 6) contain the commitment to issue the definitive guarantee, if issued by the same guarantor;
- 7) be accompanied by the guarantor's commitment to renew the guarantee pursuant to art. 106, paragraph 5 of the Code, upon request of the contracting authority for the time necessary to conclude the tender operations, in the event that at the time of its expiry the award has not yet occurred;
- 8) report the authentication of the guarantor's signature; or alternatively;
- 9) be accompanied by a declaration in lieu of a notarial deed from the guarantor which certifies the power to bind the guarantor company with respect to the contracting authority by signing it.

The surety bond must be issued and digitally signed by a person with the necessary powers to engage the guarantor and must be verifiable electronically at the issuer by indicating in the application the website where the guarantee can be verified.

In the event of a request for an extension of the duration and validity of the offer and the surety bond, the competitor may produce a new provisional guarantee from another guarantor, in substitution of the previous one, **provided that it is expressly effective from the date of submission of the offer**.

Pursuant to art. 106, paragraph 8, of the Code, the amount of the guarantee is reduced in the terms indicated below:

a) 30% reduction in case of possession of the quality certification compliant with the European standards of the UNI CEI ISO 9000 series. In case of participation in an associated form, the reduction is obtained:

- for the subjects referred to in Article 65, paragraph 2, letters e), f), g), h) of the Code only if all the subjects that constitute the grouping, ordinary consortium or GEIE, or all the network companies participating in the tender are in possession of the certification; for the consortia referred to in Article 65, paragraph 2, letters b), c) and d) of the Code, if the Consortium has

declared in the offer phase that it intends to perform with its own resources, only if the Consortium has the aforementioned certification; if the Consortium has indicated in the offer phase that it intends to assign part of the services to one or more consortium members identified in the offer, only if both the Consortium and the designated consortium member have the aforementioned certification, or alternatively, if only the Consortium has the aforementioned certification and the scope of certification of its management system includes the verification that the provision of the service by the consortium member complies with the standards set by the certification.

b) 50% reduction in the case of participation of micro, small and medium-sized enterprises and groups of economic operators or ordinary consortia consisting exclusively of micro, small and medium-sized enterprises. This reduction cannot be cumulated with that indicated in letter a).

In case of participation in an associated form the reduction is obtained:

- for the subjects referred to in Article 65, paragraph 2, letters e), f), g), h) of the Code, if one of the subjects constituting the grouping, ordinary consortium or GEIE, or one of the network companies participating in the tender is in possession of the certification;
- for the consortia referred to in Article 65, paragraph 2, letters b), c), d) of the Code, whether the consortium or one of the consortium members is in possession of the certification.

To benefit from the reductions referred to in Article 106, paragraph 8, of the Code, the competitor declares in the application to participate the possession of the certifications and includes a copy of the certifications possessed if not already present in the virtual file.

Failure to submit the provisional guarantee may be remedied by means of investigative assistance only if it has already been constituted before the submission of the offer. It is the economic operator's responsibility to demonstrate that such documents are constituted no later than the deadline for submitting offers.

Pursuant to art. 20 of Legislative Decree no. 82/2005, the date and time of creation of the electronic document are opposable to third parties if affixed in compliance with the technical rules on validation (e.g.: time stamp).

It is also possible to remedy the submission of a guarantee of lower value or lacking one or more of the characteristics indicated above (registered only to some participants in the RTI, lack of mandatory clauses, etc.). It is not possible to remedy the signing of the provisional guarantee by a person not authorised to issue the guarantee or not authorised to engage the guarantor - and therefore is a cause for exclusion.

13 SITE INSPECTION

There is no mandatory inspection for the competitor. However, for the purposes of correct formulation of the offer, the Client is at the disposal of the Legal Representative (or his attorney) who wishes to view the places covered by the contract, have knowledge of the condition of the premises and the access roads, carry out a careful general reconnaissance of the areas in which the supply is to be carried out, as well as all the general and particular circumstances likely to influence the determination of prices, the contractual conditions and the execution of the supply.

14 PAYMENT OF THE CONTRIBUTION IN FAVOUR OF ANAC

Competitors must, **under penalty of exclusion**, pay the contribution required by law in favor of the National Anti-Corruption Authority according to the methods set out in ANAC resolution no. 610 of 12/19/2023 published on the ANAC website in the "contributions during the tender" section. The contribution is due for each lot for which an offer is submitted according to the amounts described in the table below:

Lot Name	Lot	contribution
Provision of a dilution cryostat with a base temperature of 10 mK	1	€ 77,00
Provision of an evaporation cryostat with a base temperature of 300 mK	2	€33,00

Therefore, the economic operator taxpayer who intends to participate in this procedure must generate a payment notice on the pagoPA circuit, through the new "Gestione Contributi Gara" (GCG) service, and make the payment through the new "ANAC

Payment Portal" service. The service allows you to generate pagoPA payment notices (identified by the IUV, Unique Payment Identifier) and pay them with one of the following methods: "Online payment" through the new ANAC Payment Portal, choosing from the payment channels available on the pagoPA system. "Payment by notice" using the infrastructures made available by a Payment Service Provider (PSP) enabled for pagoPA (ATMs, home banking applications - CBILL service and mobile payment, points of the monopoly goods sales network - tobacconists, SISAL and Lottomatica, cash registers set up at large-scale retail trade, etc.). Please note that the new service does not allow payment at PSPs without the payment notice or with the sole indication of the CIG and the tax code of the OE. As proof of the payment of the contribution to ANAC, the competitor must send and forward to the Administration through the System the payment receipt that will be available in the "Payments made" section of the ANAC Payment Portal, upon successful conclusion of the payment operation.

Payment of the contribution is a condition for admissibility of the offer. Payment is verified by the FVOE. In the event of a negative outcome of the verification, the investigation assistance procedure is activated. In the event of failure to regularize within the assigned deadline, the offer is declared inadmissible.

The contracting authority verifies the payment of the contribution by consulting the FVOE for the purposes of admission to the tender. If the payment is not registered in the system, the contracting authority requests, by means of investigative assistance, the presentation of the receipt of payment. The economic operator who does not comply with the request within the deadline established by the contracting authority is excluded from the tender procedure due to inadmissibility of the offer.

15 METHOD OF PRESENTING THE OFFER AND SIGNING THE TENDER DOCUMENTS

All documents relating to this procedure up to the award must be sent to the Administration, unless otherwise provided, exclusively electronically through the System, in electronic format and be signed, where required under penalty of exclusion, with a digital signature pursuant to art. 1, paragraph 1, letter s) of Legislative Decree no. 82/2005.

The OFFER for each lot must be sent by the competitor to the Administration through the System, no later than the peremptory deadline of 12:00 on the day indicated in the Tender Notice, under penalty of inadmissibility of the offer and in any case its irregularity.

The exact time and date of receipt of bids are set according to System time.

It is specified that if a failure or malfunction of the System occurs that prevents the correct submission of offers, the Administration adopts the necessary measures to ensure the regularity of the procedure in compliance with the principles set out in Book I, Part I of the Code, also by arranging for the suspension of the deadline for receiving offers for the period of time necessary to restore the normal functioning of the means and the extension of the same for a duration proportional to the seriousness of the failure. In cases of suspension and extension, the System ensures that, until the expiry of the extended deadline, the confidentiality of the offers sent is maintained. Economic operators who have already sent the offer are allowed to withdraw it and possibly replace it.

The publicity of this extension takes place through the timely publication of a specific notice in the Tenders section of the University website www.unina.it. The aforementioned notice will also be made public according to forms and methods predetermined by law.

The OFFER consists of:

A – **Administrative documentation;**

B – **Technical offer:** one for each Lot for which you intend to participate;

C – **Economic offer:** one for each Lot for which you intend to participate.

The competitor must produce the above documentation in the various sections provided for therein on the basis of the rules indicated in the following table:

Document	Section I
DGUE of the competitor	DGUE – European Single Procurement Document of the competing company
Model A1	Application for participation in the competition by the competitor
Statement 01	declaration of registration in the company register
Statement 02	declaration of lack of reasons for exclusion
Statement 03	declaration of adult cohabiting family members
Statement 05	CAM requirements statement
Statement 06	declaration of beneficial owner
Statement 07	declaration of absence of conflict of interest of the beneficial owner
Statement 09	Youth and female employment declaration
Statement 10	financial flow traceability statement
Statement 11	declaration of pantouflage clause
Statement 12	anti-mafia declaration
Statement 14	Declaration of payment of stamp duty
Act of Commitment	Completed commitment deed
Prosecutors	Any Powers of Attorney
Document certifying the payment of the ANAC contribution	Proof of payment of the contribution to ANAC
Identification document of the subscriber	Copy of valid identification document
DGUE of the auxiliary and Model A4	DGUE - European Single Procurement Document of the auxiliary undertaking and Supplementary declarations
DNSH Card No.3	DNSH Statement
Payment of stamp duty	Proof of stamp duty payment
Articles of Association of a Temporary Association of Companies or Ordinary Consortium	Any documents relating to RTI or Consortia
Provisional guarantee	Temporary deposit and accompanying documentation
National Code of Conduct for Public Employees	National Code of Conduct for Public Employees
Integrated Plan of Activities and Organization of the University and Code of Conduct of the University	Integrated Plan of Activities and Organization of the University and Code of Conduct of the University
Rules of the Public Administration e-Procurement System	Rules of the Public Administration e-Procurement System
Legality Protocol	Memorandum of Understanding for Legality and Prevention of Attempts at Criminal Infiltration into the Legal Economy
Technical offer	Section II
Technical report	Technical report
Any attachments	Diagrams, graphs, drawings, brochures
Economic offer	Section III

Economic offer (generated by the system)

Economic Component Sheet

On the website www.acquistinretepa.it, in the specific section relating to this procedure, the presentation of the **OFFER** must take place through the execution of procedural steps that allow for the preparation and sending of the documents that the **OFFER** is composed of (i.e.: **Administrative documentation**, the single **technical offer** of the lot for which you are participating, the single **economic offer** of the lot for which you are participating).

Please note that, before sending, all files that make up the offer, which are not already in .pdf format, must be converted to .pdf format.

The OFFER presentation and the relative sending take place exclusively through the guided procedure provided by the System that can be performed in successive phases, through the saving of the data and the activities carried out, it being understood that the OFFER sending must necessarily take place within the deadline of the peremptory deadline for presentation established above. The steps must be completed in the sequence established by the System.

The competitor is asked for consistency between the data entered into the System and those reported in the documentation produced in the OFFER.

It is always possible to modify the steps previously performed: in this case, it is advisable to pay maximum attention to the offer preparation procedure guided by the System, as the changes made may have consequences on subsequent steps. In any case, it is the competitor's responsibility and obligation to constantly update the content of each phase and each step relating to the presentation of the OFFER. In any case, the OFFER can only be sent by selecting the appropriate "confirm and send" function.

The System used by the Administration adopts a method of execution of the aforementioned actions and activities that allows for maximum secrecy and confidentiality of the OFFER and the documents that compose it, and that guarantees the origin, identification and unalterability of the offer itself.

The submission of the OFFER through the System is at the sole and exclusive risk of the submitter, who assumes any risk in the event of failure or late receipt of the OFFER itself, due, by way of example and not limited to, to malfunctions of the telematic tools used, to connection and transmission difficulties, to slow connections, or to any other reason, excluding any liability of Consip SpA, of the System Manager and of the Administration where, due to delay or technical or other problems, or for any reason whatsoever, the OFFER does not arrive within the peremptory deadline.

In any case, without prejudice to the mandatory limits of the law, the competitor exonerates Consip Spa, the System Manager and the Administration from any liability for malfunctions of any nature, failure to function or interruptions in the functioning of the System. Consip SpA reserves, however, the right to adopt the measures it deems necessary in the event of malfunction of the System.

It should also be noted that:

- the OFFER submitted within the deadline for submission is binding for the competitor;
- within the deadline for submitting the OFFER, anyone who has submitted an OFFER may withdraw it; a withdrawn OFFER will be equivalent to an offer not submitted;
- **the System does not accept OFFERS submitted after the date and time established as the deadline for submitting OFFERS, as well as incomplete OFFERS from one or more parties whose presence is necessary and mandatory.**

The competitor is required to attach, as an integral part of the OFFER, **under penalty of exclusion**, the documents specified in the following paragraphs, where required, signed with a digital signature. It is recommended to insert said attachments in the relevant section and in particular, **not to indicate or in any case provide the data of the economic offer in a section other than that relating to the same, under penalty of exclusion from the procedure.**

The competitor is aware, and accepts with the submission of the OFFER, that the System can rename in view-only mode the files that the competitor presents through the System; said modification does not concern the content of the document, nor the original name which remain, in any case, unchanged.

In addition to what is provided in this document, the operational and explanatory instructions present in the System, on the internet pages relating to the offer submission procedure remain valid.

The competitor who intends to participate in a joint form (e.g. RTI/Consortia, both established and to be established) must indicate the form of participation and indicate the economic operators gathered or consortium members when submitting the OFFER. The System automatically generates a password dedicated exclusively to the joint operators, which will serve to allow the indicated subjects to take part (within the limits of the form of participation indicated) in the compilation of the OFFER.

For competitors with registered offices in Italy or in one of the countries of the European Union, the substitute declarations are drawn up in accordance with articles 46 and 47 of Presidential Decree no. 445/2000; for competitors not having registered offices in one of the countries of the European Union, the substitute declarations are made using suitable equivalent documentation according to the legislation of the country of origin.

All substitute declarations made pursuant to articles 46 and 47 of Presidential Decree no. 445/2000, including the DGUE, the "application for participation", the technical offer and the economic offer must be signed with a digital signature by the legal representative of the competitor or his attorney.

The declarations referred to in the DGUE, Annex A1 and declarations 01, 02, 03, 05, 06, 07, 09, 10, 11, 12, 14 may preferably be drawn up using the templates prepared and made available at the internet address <http://www.unina.it/ateneo/gare/bandi>.

The documentation, where not expressly requested in original, may be produced in certified copy or in copy compliant with, respectively, articles 18 and 19 of Presidential Decree no. 445/2000. Unless otherwise specified, a simple copy is permitted. In the case of competitors not established in Italy, the documentation must be produced in a suitable equivalent manner according to the legislation of the State of origin; art. 100, paragraph 3, of the Code applies.

All documentation to be produced must be in Italian or, if written in a foreign language, must be accompanied by a sworn translation into Italian. In the event of a conflict between the foreign language text and the Italian language text, the Italian language version will prevail, with the competitor having the risk of ensuring the accuracy of the translation.

In case of missing, incomplete or irregular translation of documents contained in the administrative documentation, **art. 101 of the Code applies.**

The offer will bind the competitor pursuant to art. 17, paragraph 4 of the Code for 180 days from the expiry of the deadline indicated for the submission of the offer.

In the event that the tendering operations are still ongoing on the expiry date of the validity of the offers, the bidders will be required to confirm the validity of the offer until the indicated date and to produce a specific document certifying the validity of the guarantee provided during the tender until the same date.

Failure to respond to the request of the contracting authority within the deadline set by the latter or in any case in time to allow the procedure to be continued promptly shall be considered as a waiver by the competitor of participation in the tender. Until the day set for the opening, the economic operator may make, through the Platform, a request to correct a material error contained in the technical offer or in the economic offer, which he/she has become aware of after the deadline for their submission. To this end, he/she requests to be able to avail himself/herself of this right, before the deadline set for the opening session of the offer that he/she intends to correct, by sending a specific communication in the Communications Area containing exclusively the expression of interest in correcting the Technical Offer and/or the Economic Offer. The aforementioned expression must be sent only after receiving the invitation through the Communications Area of the System. Subsequently, the competitors, who have sent in the ways and within the terms described above, the expression of interest in correcting the Offer may proceed to send the relative correction.

The latter must be sent during the opening session of the relevant Offer, as indicated in the communications scheduling the opening sessions of the Technical Offers and the Economic Offers. The aforementioned rectification must be received within the deadline that will be indicated in the specific communication from the President of the Commission.

Requests for rectification submitted without the prior expression of interest referred to above or sent after the deadline set in the notice scheduling the meeting for its submission will not be accepted.

The correction must contain all the elements necessary for the Commission to be able to identify the material error and,

therefore, proceed to the “correction” of the Offer in the affected part.

It remains understood that the aforementioned rectification is carried out in compliance with the confidentiality of the offer and cannot entail the submission of a new offer, nor its substantial modification.

If the amendment is deemed unacceptable because it is substantial, the possibility of declaring the offer inadmissible is assessed.

16 INSTRUCTORY ASSISTANCE

With the assistance procedure referred to in art. 101 of the Code, the deficiencies in the documentation transmitted with the application for participation can be remedied, but not those in the documentation that makes up the technical offer and the economic offer.

With the same procedure, any omission, inaccuracy or irregularity in the application for participation and in any other document required for participation in the tender procedure may be remedied, with the exception of the documentation that makes up the technical offer and the economic offer. Omissions, inaccuracies and irregularities that make the identity of the competitor absolutely uncertain cannot be remedied. Specifically, the following rules apply:

- Failure to meet the required participation requirements cannot be remedied by means of investigative assistance and is grounds for exclusion from the tender procedure;
- the omitted or incomplete or irregular presentation of declarations regarding the possession of the participation requirements and any other lack, incompleteness or irregularity of the application are rectified, with the exception of false declarations;
- failure to produce the availment contract, the provisional guarantee, the special collective mandate or the commitment to confer a collective mandate may be the subject of investigative assistance only if the aforementioned documents are pre-existing and verifiable with a certain date prior to the deadline for submitting the offer;
- the lack of signature on the participation application, the declarations made and the offer is remediable.
- the failure to indicate the methods by which the operator intends to ensure, in the event of awarding the contract, compliance with the conditions of participation and execution cannot be remedied by means of investigative assistance;
- the failure to declare that the obligations set out in Law 68/1999 have been fulfilled and, for competitors who employ more than fifty employees, the failure to submit a copy of the latest periodic report on the situation of male and female staff, drawn up pursuant to Article 46 of Legislative Decree No. 198 of 2006 and the transmission of the same to the trade union representatives and regional equality councillors, provided that it is drawn up and transmitted before the deadline for submitting offers, are remediable;
- the failure to ensure, in the event of the contract being awarded, the hiring of a quota of youth and female employment cannot be remedied by means of investigative assistance.

For the purposes of regularization, the contracting authority assigns the competitor a suitable deadline - not less than five and not more than ten days - to make, integrate or regularize the necessary declarations, indicating the content and the subjects who must make them as well as the section of the platform where the requested documentation must be inserted.

In the event of the deadline elapsing to no avail, the contracting authority shall proceed to exclude the competitor from the procedure.

If the competitor produces declarations or documents that are not perfectly consistent with the request, the contracting authority may request further clarifications or specifications, setting a peremptory deadline under penalty of exclusion.

The contracting authority can always ask for clarifications on the contents of the technical offer and the economic offer and on any of their attachments. The economic operator is required to provide a response within the time limit assigned by the contracting authority, which shall not be less than five days and more than ten days. The clarifications provided by the economic operator cannot modify the content of the offer.

17 CONTENT OF ADMINISTRATIVE DOCUMENTATION

The administrative documentation consists of: the application for participation (which includes the supplementary

declarations), the DGUE as well as the accompanying documentation, in relation to the different forms of participation.

17.1 APPLICATION FOR PARTICIPATION

The application for participation is written preferably on the A1 "*Application for Participation*" form and contains all the following information and declarations.

The application for participation must be uploaded to the system.

The competitor indicates the single or associated form with which the company participates in the tender (single company, consortium, RTI, aggregation of network companies, GEIE).

In the event of participation in a temporary consortium, ordinary consortium, aggregation of network companies, GEIE, the competitor provides the identification data (company name, tax code, registered office) and the role of each company (agent/principal; leader/consortium member).

In the case of a consortium of cooperatives and artisan enterprises or a stable consortium as per art. 65, paragraph 2, letters b), c), d) and f) of the Code, the consortium indicates the consortium member for whom it is competing in the tender; if the consortium does not indicate for which consortium member(s) it is competing, it is understood that it is participating in its own name and on its own behalf.

The application is signed with a digital signature:

- in the case of a temporary grouping or ordinary consortium formed, by the agent/leader;
- in the case of a temporary grouping or ordinary consortium not yet established, by all the entities that will constitute the grouping or consortium;
- in the case of aggregations of companies adhering to the network contract, reference is made to the rules provided for temporary groupings of companies, where compatible. In particular:

a. **if the network is equipped with a common body with power of representation and legal subjectivity**, pursuant to art. 3, paragraph 4-quater, of Legislative Decree 10 February 2009, n. 5, the application for participation must be signed only by the economic operator who acts as the common body;

b. **if the network has a common body with power of representation but does not have legal personality**, pursuant to art. 3, paragraph 4-quater, of Legislative Decree 10 February 2009, no. 5, the application for participation must be signed by the company that acts as the common body as well as by each of the companies adhering to the network contract that participate in the tender;

c. **if the network is equipped with a common body without the power of representation or if the network is devoid of a common body, or if the common body does not have the qualification requirements required to act as agent**, the application for participation must be signed by the company adhering to the network which holds the qualification of agent, or, in the case of participation in the form of a grouping to be formed, by each of the companies adhering to the network contract which participates in the tender;

- in the case of a consortium of cooperatives and artisan enterprises or a stable consortium as per art. 65, paragraph 2, letters b), c) d) and f) of the Code, the application is signed by the consortium itself. With reference to the **payment of the stamp duty**, this is due:

- in the case of RTI and ordinary consortia constituted/to be constituted only by the group leader;
- in the case of stable consortia referred to in art. 65, paragraph 2, letters b), c), d) and f) of the Code, by the consortium itself;
- in the case of network aggregations from the common body/agent.

The competitor attaches a copy of the original power of attorney or, only in the case in which the competitor's Chamber of Commerce register shows an express indication of the representative powers conferred with the power of attorney, the substitute declaration made by the signing attorney/legal representative certifying the existence of the representative powers resulting from the register.

Payment methods for stamp duty

The application for participation must be submitted in compliance with the provisions of Presidential Decree 642/1972

regarding the payment of stamp duty. The payment of the aforementioned tax of the value of euro 16,00 must occur through one of the following methods:

a. the @e.bollo service of the Revenue Agency

As proof of payment, the competitor attaches the receipt of the electronic payment issued by the @e.bollo system or of the bank transfer.

b. the use of the F24 Elide form.

As proof of payment, the competitor must send the administration, within the deadline for submitting the offer, through the System, an electronic copy of the F24 Elide.

c. by means of a €16.00 revenue stamp. In this case, the stamp must be applied to a sheet of paper showing the details of the competition and the name of the competitor, or it can be applied to the A1 form. The revenue stamp must be duly cancelled by placing the company stamp or an autographed initials of the competitor's legal representative on it. It is forbidden to use deteriorated or previously used stamps.

For foreign economic operators, the payment of the tax is made by bank transfer using the IBAN code IT07Y0100003245348008120501 and specifying in the reason for payment your name, tax code (if applicable) and the details of the document to which the payment refers.

Please note that, in the event of failure to pay the stamp duty, the Administration will proceed with reporting to the Revenue Agency pursuant to art. 19 of the Presidential Decree of 26 October 1972 n. 642.

17.2 SINGLE EUROPEAN TENDER DOCUMENT

The competitor fills in the DGUE as per the form attached to the Ministerial Decree of the Ministry of Infrastructure and Transport of 18 July 2016 in electronic format following the instructions below:

Connect to the link <https://espd.eop.bg/espd-web/filter?lang=it>

1) In the section "Who should complete the DGUE?"

select "I am an economic operator".

2) In the section "What operation do you want to perform?"

select "Import a DGUE".

3) In the "Upload document" section

click on "Browse" and upload the file with the extension "espd-request.xml" published on the website www.unina.it in the Tender section.

4) In the section "Where is your company located?"

select the country (example: Italy) and then click on "Next".

"Part I" does not need to be modified as it contains information relating to the tender procedure.

Only the following sections, relating to information on the Economic Operator, must be filled in.

5) After filling in all the fields, click on "General Table", check that the data entered is correct, then, at the end of the document, click on "Download in format" and select "Both" (PDF and XML) and save the generated "espd-response.zip" file.

6) Open the aforementioned "espd-response.zip" file, extract and save the three files (PDF, XML and TXT).

7) Digitally sign only the document "espd-response.pdf" for forwarding via the System.

With reference to the information contained in **Section A - Information on the Economic Operator**, the following clarifications are provided:

1) Box **"SME Economic Operator"**. The turnover to be indicated is that accrued in the three-year period preceding the announcement of the procedure, pursuant to Article 100, paragraph 11, of the Code.

2) Box **"Registration in official lists"**. Here, the relevant declarations of economic operators registered in official lists of entrepreneurs, suppliers, or service providers or who are in possession of a certification issued by accredited bodies are entered. The possession of a qualification certificate issued by the certification bodies (SOA) pursuant to Article 100 of the Code, as well

as by the qualification systems in the special sectors pursuant to Article 162 of the same Code, must be declared by economic operators in this box, indicating, in particular,

- the details of the attestation (name of the Attestation Body or Qualification System, number and date of the attestation) under the heading "Provide the name of the list or certificate and the relevant registration or certification number, if applicable";
- if the qualification certificate is available electronically, the web address, the issuing authority or body, the precise reference of the documentation under the heading "If the registration or certification certificate is available electronically, please indicate where";
- if applicable, the qualification categories to which the certification refers under the heading "Indicate the references on which the registration or certification is based and, where applicable, the classification obtained in the official list".

If the above registration, certification or attestation does not satisfy all of the required selection criteria, the information to be provided regarding the selection criteria not satisfied in the above documentation must be included in Part IV, Sections A, B or C.

3) Box "**Form of participation**". In the case of participation of consortia referred to in art. 65, paragraph 2, letters b) c) d) and article 66, paragraph 1, letter g) of the Code, the DGUE is compiled separately by the consortium and the executing consortium members indicated therein. Therefore, this box must indicate the name of the economic operators belonging to a consortium referred to in the aforementioned article 65, paragraph 2, letters b) c) d) or of a professional company referred to in the aforementioned article 66, paragraph 1, letter g)) who perform the services which are the object of the contract.

The form of participation of the economic operators must be specified in the application for participation.

With regard to **Section B - Information on the economic operator's representatives**, it is specified that the declaration to be included in this section must refer to all the subjects listed in Article 94, paragraph 3 of the Code and that, in the event that the partner is a legal person, the directors of the same must be indicated.

In case of use of the availment, the completion of section C is required

The competitor indicates the name of the auxiliary economic operator and the requirements to be used. In particular, the competitor, for each auxiliary, attaches:

- 1) DGUE in electronic format, signed by the auxiliary, containing the information referred to in: Part II, Sections A and B, Part III, Part IV, in relation to the requirements being used, and Part VI;
- 2) substitute declaration pursuant to art. 104, paragraph 4 of the Code, signed with a digital signature by a person with suitable auxiliary powers, with which the latter undertakes, towards the competitor and towards the contracting authority, to make available, for the entire duration of the contract, the necessary resources which the competitor lacks (compliant with Annex A4);
- 3) substitute declaration pursuant to art. 104, co. 12 of the Code signed with a digital signature by a person with suitable powers of the auxiliary with which the latter certifies that it is not participating in the tender on its own or as an associate or consortium member (compliant with Annex A4). The declaration signed by the auxiliary company with which the latter undertakes towards the competitor and towards the contracting authority to make available, for the entire duration of the contract, the necessary resources that the competitor lacks, cannot be considered included in the DGUE. This declaration must be attached to the documentation presented by the competitor.
- 4) original or certified copy of the subcontracting contract, by virtue of which the auxiliary undertakes, towards the competitor, to provide the requirements and to make available the necessary resources, which must be described in detail, for the entire duration of the contract. To this end, the subcontracting contract contains, **under penalty of nullity**, pursuant to art. 104 of the Code, the specification of the requirements provided and the resources made available by the auxiliary; in the case of provision of educational and professional qualifications and relevant professional experience, the economic operator who directly performs the service for which such skills are required must be indicated;

In the case of auxiliary economic operators having their registered office, residence or domicile in the countries included in the so-called "black list"

- 5) declaration by the auxiliary, digitally signed, of possession of a valid authorization issued pursuant to the Ministerial Decree of 14 December 2010 of the Ministry of Economy and Finance pursuant to (art. 37 of Legislative Decree 78/2010, converted into Law 122/2010) or declaration by the auxiliary, digitally signed, of having submitted an application for authorization

pursuant to art. 1, paragraph 3 of the Ministerial Decree of 14.12.2010, with a copy of the authorization request sent to the Ministry attached.

In case of subcontracting, section D must be completed.

The competitor, under penalty of being unable to resort to subcontracting, indicates the list of services that it intends to subcontract with the relative percentage share of the overall contract amount.

Part III – Grounds for exclusion

The competitor declares that he/she is not in the conditions set out in point 6 of this specification. Furthermore, the competitor who intends to make the substitute declarations pursuant to art. 94, paragraphs 1 and 2 of the Code also on behalf of the subjects listed in art. 94, paragraph 3 of the Code, must preferably use the declaration template 02. Only in the case in which the competitor's legal representative/attorney does not intend to make the substitute declarations pursuant to art. 94, paragraphs 1 and 2 of the Code also on behalf of the aforementioned subjects, the latter are required to fill out the declaration pursuant to art. 94, paragraphs 1 and 2 of the Code themselves, preferably using the declaration template 02 and attaching a photocopy of a valid identity document.

Part IV – Selection criteria

The competitor declares to possess all the requirements requested by the selection criteria referred to in points 8.1, 8.2 and 8.3 by completing the following sections of part IV of the DGUE:

- a) section A to declare possession of the requirement relating to professional suitability referred to in point 8.1 of this specification;
- b) section B to declare possession of the requirement relating to economic-financial capacity referred to in paragraph 8.2 of this specification;
- c) section C to declare possession of the requirement relating to professional and technical capacity referred to in paragraph 8.3 of this specification.

Part V – Final Statements

The competitor provides all the information requested by filling in the relevant sections.

The DGUE must be submitted:

- in the case of temporary groupings, ordinary consortia, GEIE, by each of the economic operators participating in the procedure jointly;
- in the case of aggregations of network companies from each of the network companies, if the entire network participates, or from the common body and the individual network companies indicated;
- in the case of cooperative consortia, artisan consortia and stable consortia, by the consortium and the consortium members on whose behalf the consortium competes.

In the event of incorporation, corporate merger or transfer of business, the declarations referred to in art. 94, paragraph 1, 2 and art. 98, paragraph 3, letter f) of the Code must also refer to the subjects referred to in art. 94, paragraph 3 of the Code who have operated at the incorporated company, merged company or that has transferred the business in the year preceding the date of publication of the tender notice.

17.3 SUPPLEMENTARY DECLARATIONS AND ACCOMPANYING DOCUMENTATION

17.3.1 Supplementary declarations

Each competitor makes the following declarations preferably on the declaration form 02 pursuant to articles 46 and 47 of Presidential Decree no. 445/2000, with which:

- 1.** declares that he/she does not incur the causes for exclusion referred to in art. 94, paragraph 5, letters d) and e) of the Code;
- 1. bis** declares, with reference to the causes of exclusion referred to in Article 95:
 - the serious infringements referred to in Article 95, paragraph 1, letter a) committed in the three years preceding the date of publication of the tender notice;

- the documents with which the public prosecutor exercises criminal action pursuant to Article 407-bis, paragraph 1, of the Code of Criminal Procedure (formulation of the indictment or request for referral to trial) and the personal or real precautionary measures of the criminal judge, if prior to the exercise of criminal action, adopted in relation to the contested commission of the crimes referred to in Article 94, paragraph 1, of the Code and to the contested or confirmed commission of the crimes referred to in Article 98, paragraph 4, letter h) of the Code, issued in the three years preceding the date of publication of the tender notice;
- the executive sanctions imposed by the Competition and Market Authority or by another sector authority, adopted in the three years preceding the date of publication of the tender notice;
- all other behaviors referred to in Article 98, committed in the three years preceding the date of publication of the tender notice.

The above declaration must also be made in the event of a legal challenge to the relevant provisions.

The economic operator declares the existence of the causes of exclusion that occurred before the submission of the offer and indicates the self-cleaning measures adopted, or demonstrates the impossibility of adopting such measures before the submission of the offer. The economic operator adopts the self-cleaning measures that it was unable to adopt before the submission of the offer and those relating to causes of exclusion that occurred after that time. If the economic operator fails to communicate to the contracting authority the existence of the facts and measures that may constitute a cause of exclusion pursuant to Articles 94 and 95 of the Code and such facts or measures are not included in the FVOE, the three-year period begins to run from the date on which the contracting authority acquired them, rather than from the commission of the fact or the adoption of the measure.

2. declares the identification data (name, surname, date and place of birth, tax code, municipality of residence, etc.) of the subjects referred to in art. 94, paragraph 3 of the Code, or indicates the official database or public register from which the same can be obtained in an updated manner at the date of submission of the offer;

3. declares the economic offer presented to be profitable since in its formulation it has taken note and taken into account:

- a) the contractual conditions and charges, including any relating to safety, insurance, working conditions and social security and assistance in force in the place where the services are to be performed;
- b) of all general, particular and local circumstances, none excluded and excepted, which may have influenced or influence both the provision of services and the determination of its offer;

4. accepts, without any condition or reservation, all the rules and provisions contained in the tender documentation;

5. agrees to comply with the obligations of traceability of financial flows pursuant to Law no. 136/2010 and accepts the clauses of the Legality Protocol of the Prefecture of Naples, to which the University adhered on 10.12.2021, following resolution of the Board of Directors no. 34 of 27.10.2021, attached to the tender documentation (art. 1, paragraph 17, of Law no. 190/2012);

5bis. declares that it will observe and ensure that its employees and collaborators observe the aforementioned Legality Protocol, under penalty of exclusion from the tender or termination of the contract;

6. declares to be aware that the contract is regulated by the current Integrated Plan of Activities and Organization of the University, by the National and University Codes of Conduct available on the website www.unina.it and undertakes, in the event of being awarded the contract, to observe and ensure that its employees and collaborators observe, where applicable, the aforementioned codes of conduct, under penalty of termination of the contract;

7. to be an economic operator pursuant to art. 47, paragraph 2 of Legislative Decree 77/2021 and to be required to draft a report on the personnel situation, pursuant to article 46 of Legislative Decree 11 April 2006, no. 198, as well as to have produced, at the time of submitting the application for participation, a copy of the latest report drafted, with certification of its conformity with the one sent to the company trade union representatives and to the regional equality councilor pursuant to the second paragraph of the aforementioned article 46, or, in the event of non-compliance with the terms set out in paragraph 1 of the same article 46, with certification of its simultaneous transmission to the company trade union representatives and to the regional equality councilor; That is, to be an economic operator as per art. 47, paragraph 3 of Legislative Decree 77/2021 and to employ a number equal to or greater than fifteen employees, committing, within six months of the conclusion of the contract, to deliver to the administration a gender report regarding the personnel situation as specified in the aforementioned provision;

8. for economic operators having their registered office, residence or domicile in the countries included in the so-called "black list": declares to be in possession of a valid authorization issued pursuant to the Ministerial Decree of 14 December 2010 of



the Ministry of Economy and Finance pursuant to (art. 37 of Legislative Decree 78/2010, converted into Law 122/2010) or declares to have submitted an application for authorization pursuant to art. 1 paragraph 3 of the Ministerial Decree of 14.12.2010 and attaches a certified copy of the authorization request sent to the Ministry;

9. for non-resident economic operators without a permanent establishment in Italy: undertakes to comply, in the event of an award, with the provisions of Articles 17, paragraph 2, and 53, paragraph 3 of Presidential Decree no. 633/1972 and to communicate to the contracting authority the appointment of its tax representative, in accordance with the law;

10. indicates the following data: tax domicile; tax code, VAT number; indicates the PEC address or, only in the case of competitors with registered offices in other Member States, the email address for the purposes of communications pursuant to art. 90 of the Code;

11. authorizes, if a participant in the tender exercises the right of "access to documents", the contracting authority to issue a copy of all the documentation submitted for participation in the tender or does not authorize, if a participant in the tender exercises the right of "access to documents", the contracting authority to issue a copy of the technical offer and of the explanations that may be requested during the verification of anomalous offers, as they are covered by technical/commercial secrecy. This declaration must be adequately motivated and proven pursuant to art. 35, paragraph 4, letter a), of the Code; in particular, in order to ensure, on the one hand, adequate protection of the interests of the competitors and, on the other, compliance with the provisions of art. 35 of Legislative Decree no. 36/2023 and subsequent amendments without slowing down or aggravating the procedure, it is the responsibility of the competitor who intends to remove individual parts of the technical offer from access by other competitors to attach to the offer itself a reasoned declaration, proven with suitable documentation, relating to the possible existence of technical or commercial secrets. Similarly, the competitor who intends to remove from the right of access certain information contained in the justifications or further clarifications, must attach to the same a reasoned declaration, proven with suitable documentation, relating to the possible existence of technical or commercial secrets. In this regard, it is highlighted that art. 35, paragraph 4, of Legislative Decree no. 36/2023 and subsequent amendments, in excluding the right of access and any form of disclosure in relation to "the information provided in the context of the offer or in justification of the same, which constitute, according to a reasoned and proven declaration by the offeror, technical or commercial secrets" - is in line with the consolidated orientation according to which the prescription contained therein refers not to generic confidential information, specific to each company, but to real specific secrets, such as those deriving from patents or patents. In this regard, it should be noted that art. 98 of the Industrial Property Code defines "technical and commercial secrets" as the set of company information and technical-industrial experiences, including commercial ones, subject to the legitimate control of its holder and specifies that such information is worthy of protection where: "a) they are secret, in the sense that they are not, as a whole or in the precise configuration and combination of their elements, generally known or easily accessible to experts and operators in the sector; b) they have economic value because they are secret; c) are subjected, by the persons to whose legitimate control they are subject, to measures deemed reasonably adequate to maintain their secrecy". Therefore, the competitor who wishes to remove from access those parts of his technical offer that he intends to keep confidential, must make express reference to the elements listed in the above-mentioned art. 98 of the Industrial Property Code, with explanation, therefore, of their secret nature, the estimate (even approximate) of their economic value, as well as, documenting it in an appropriate manner, the indication of the relative security measures adopted in the company to protect its know-how. In the absence of the aforementioned motivated and documented declarations, the Administration will allow the other competitors access to the full text of the offer and the justifications without making any prior communication to the counter-interested competitor. In the presence of generic declarations of confidentiality, without motivation and documentation, the Administration will allow the other competitors access to the full text of the offer, of the justifications, giving simultaneous communication, for mere knowledge, to the counter-interested competitor. **Finally, it should be noted that, in implementation of the provisions of the current Integrated Plan of Activities and Organization of the University, the technical offer of the successful tenderer will be published on the University website (subject to verification of the aforementioned motivated and documented declarations made in the offer).**

12. certifies to be informed, pursuant to and for the purposes of Article 13 of Legislative Decree 30 June 2003, n. 196, that the personal data collected will be processed, including with IT tools, exclusively within the scope of this tender, as well as of the existence of the rights referred to in Article 7 of the same legislative decree.

For economic operators admitted to the preventive agreement with business continuity pursuant to art. 186 bis of the Royal Decree of 16 March 1942, no. 267

13. indicates, in addition to what is indicated in Part III, Section C, Letter d) of the DGUE, the following details of the provision of admission to the composition and of the provision of authorization to participate in the tenders with an indication of the tender procedures and of the Court that issued said provision, as well as declares that it is not participating in the tender as the agent of a temporary grouping of companies and that the other companies adhering to the grouping are not subject to a bankruptcy procedure pursuant to art. 186 bis, paragraph 6 of Royal Decree 16 March 1942, no. 267.

17.3.2 Accompanying documentation

The contestant attaches:

- certification of payment of the stamp duty of €16.00 according to the aforementioned methods;
- receipt of payment of the ANAC contribution;
- document certifying the provisional guarantee referred to in art. 106 of the Code;
- for economic operators who present the provisional guarantee in a reduced amount, pursuant to art. 106, paragraph 8, of the Code, a certified copy of the certification referred to in art. 106, paragraph 8, of the Code which justifies the reduction in the amount of the guarantee.

DECLARATIONS TO BE MADE BY ECONOMIC OPERATORS ADMITTED TO THE PREVENTIVE COMPOSITION WITH BUSINESS CONTINUITY AS PER ARTICLE 372 OF LEGISLATIVE DECREE NO. 14 OF 12 JANUARY 2019

The competitor declares, pursuant to articles 46 and 47 of Presidential Decree no. 445/2000, the details of the provision of admission to the composition and of the provision of authorization to participate in the tenders, as well as declares that the other companies adhering to the grouping are not subject to a competitive procedure, pursuant to article 95, paragraphs 4 and 5, of Legislative Decree no. 14/2019.

The competitor presents a report from a professional in possession of the requirements set out in Article 2, paragraph 1, letter o) of the aforementioned legislative decree which certifies compliance with the plan and the reasonable ability to fulfill the contract.

17.3.3 Additional documentation and declarations for associated entities

The declarations referred to in this paragraph shall be signed in accordance with the procedures set out in point 17.1.

For temporary groups already established

- certified copy of the irrevocable collective mandate with representation conferred to the agent by public deed or authenticated private agreement.
- declaration indicating, pursuant to art. 68, paragraph 2 of the Code, the parts of the supply, or the percentage in the case of indivisible supplies, which will be carried out by the individual economic operators grouped together or in a consortium.

For ordinary consortia or GEIEs already established

- certified copy of the articles of association and statute of the consortium or GEIE, indicating the entity designated as the leader.
- declaration indicating, pursuant to art. 68, paragraph 2 of the Code, the parts of the supply or the percentage in the case of indivisible supplies, which will be carried out by the individual economic operators of the consortium.

For temporary groupings or ordinary consortia or EEIGs not yet established

- declaration certifying:
 - a. the economic operator who, in the event of an award, will be given a special mandate with representation or group leader functions;
 - b. the commitment, in the event of an award, to comply with the regulations in force with regard to temporary groupings or consortia or GEIE pursuant to art. 68, paragraph 1 of the Code by granting a special collective mandate with representation to the member qualified as agent who will stipulate the contract in the name and on behalf of the principals/consortium members;

c. declaration indicating, pursuant to art. 68, paragraph 2 of the Code, the parts of the supply, or the percentage in the case of indivisible supplies, which will be carried out by the individual economic operators grouped together or in a consortium.

For aggregations of companies adhering to the network contract: if the network is equipped with a common body with power of representation and legal subjectivity

- certified copy or compliant copy of the network contract, drawn up by public deed or authenticated private deed, or by digitally signed deed pursuant to art. 25 of Legislative Decree no. 82/2005, with indication of the joint body acting on behalf of the network;
- declaration, signed by the legal representative of the joint body, indicating for which companies the network is competing;
- declaration indicating the parts of the supply, or the percentage in the case of indivisible supplies, which will be carried out by the individual economic operators grouped together in the network.

For aggregations of companies adhering to the network contract: if the network has a common body with power of representation but has no legal personality

- certified copy of the network contract, drawn up by public deed or authenticated private deed, or by digitally signed deed pursuant to art. 25 of Legislative Decree no. 82/2005, containing the irrevocable collective mandate with representation conferred to the agent company; if the network contract has been drawn up with a mere unauthenticated digital signature pursuant to art. 24 of Legislative Decree no. 82/2005, the mandate in the network contract cannot be considered sufficient and it will be mandatory to confer a new mandate in the form of an authenticated private deed, also pursuant to art. 25 of Legislative Decree no. 82/2005;
- declaration indicating the parts of the supply, or the percentage in the case of indivisible supplies, which will be carried out by the individual economic operators grouped together in the network.

For aggregations of companies adhering to the network contract: if the network is equipped with a common body without the power of representation or if the network is without a common body, or, if the common body lacks the required qualification requirements, it participates in the forms of the constituted RTI or by constituting:

- **in the case of an established RTI:** certified copy of the network contract, drawn up by public deed or authenticated private deed or by digitally signed deed pursuant to art. 25 of Legislative Decree no. 82/2005 with the irrevocable collective mandate with representation conferred to the agent attached, indicating the person designated as agent and the parts of the supply, or the percentage in the case of indivisible supplies, which will be performed by the individual economic operators aggregated in the network; if the network contract has been drawn up with a mere unauthenticated digital signature pursuant to art. 24 of Legislative Decree no. 82/2005, the mandate must take the form of a public deed or authenticated private deed, also pursuant to art. 25 of Legislative Decree no. 82/2005;

- **in the case of a temporary consortium, constituting:** certified copy of the network contract, drawn up by public deed or authenticated private deed, or by digitally signed deed pursuant to art. 25 of Legislative Decree no. 82/2005, with attached declarations, made by each competitor adhering to the network contract, certifying:

- a. which competitor, in the event of being awarded, will be given a special mandate with representation or group leader functions;
- b. the commitment, in the event of an award, to comply with the regulations in force regarding temporary groupings;
- c. the parts of the supply, or the percentage in the case of indivisible supplies, which will be carried out by the individual economic operators grouped together in a network.

The irrevocable collective mandate with representation may be conferred to the agent by private deed.

If the network contract has been drawn up with a mere unauthenticated digital signature pursuant to art. 24 of Legislative Decree no. 82/2005, the mandate must be in the form of a public deed or an authenticated private agreement, also pursuant to art. 25 of Legislative Decree no. 82/2005.

17.4 DOCUMENTATION IN CASE OF AVAILMENT

The auxiliary company makes declarations on the possession of the general requirements by completing the appropriate section of the DGUE. The competitor, for each auxiliary, attaches:

- 1) the declaration of support;
- 2) the contract of use.

In the case of subcontracting aimed at improving the offer, the subcontracting contract is presented in the technical offer.

In a collaborative capacity:

Substitute declaration for the purpose of verification pursuant to Legislative Decree no. 159/2011 and subsequent amendments drawn up according to the facsimile Model D), containing:

- Declaration made by all the subjects referred to in art. 85 of Legislative Decree no. 159/2011 and subsequent amendments, with the indication of the adult family members living with them and complete with personal data, tax code and domicile and/or residence.

17.5 ACT OF COMMITMENT

The commitment act, punctually compliant with the model attached to the tender documentation, must be digitally signed by the legal representative of the competitor or by the agent of the same, according to special power of attorney.

With this Act, the competitor declares:

- 1) to have full knowledge of the Documentation relating to the tender procedure, to accept and comply with all the provisions contained therein;
- 2) to undertake (where he/she employs fifty or more employees and is required to draw up a report on the personnel situation pursuant to Article 46 of Legislative Decree No. 198 of 11 April 2006) to produce, under penalty of exclusion, a copy of the latest report drawn up, with certification of its conformity with the one possibly sent to the company trade union representatives and to the regional equality councillor and advisor, or, in the event of failure to comply with the terms set out in paragraph 1 of the same Article 46, with certification of its simultaneous transmission to the company trade union representatives and to the regional equality councillor and advisor;
- 3) to undertake (where he employs a number equal to or greater than fifteen employees and not more than fifty and is not required to draw up a report on the personnel situation, pursuant to Article 46 of Legislative Decree No. 198 of 11 April 2006) to deliver, within six months of the conclusion of the contract, a gender report on the situation of male and female personnel in each of the professions and in relation to the status of hiring, training, professional promotion, levels, category or qualification changes, other mobility phenomena, the intervention of the Cassa Integrazione Guadagni, dismissals, early retirements and retirements, the remuneration actually paid and to transmit the aforementioned to the company trade union representatives and to the regional councilor for equality, under penalty of the application of the penalties referred to in Article 47, paragraph 6 of Legislative Decree No. 77 of 31 May 2021, converted with amendments by Law No. 29 July 2021. 108;
- 4) to undertake (if it employs fifteen or more employees) to deliver, within six months of the conclusion of the contract, a report clarifying the fulfillment of the obligations set out for companies by Law 12 March 1999, no. 68, and illustrating any sanctions and measures imposed on companies in the three-year period preceding the deadline for submitting offers. The economic operator is also required to send the report to the company trade union representatives, under penalty of the application of the penalties referred to in art. 47, paragraph 6, of Legislative Decree 31 May 2021 no. 77, converted with amendments by Law 29 July 2021 no. 108;
- 5) to undertake (in the event of the tender procedure being awarded to him) to ensure:
 - a quota equal to 30% of the hirings necessary for the execution of the contract or for the implementation of activities connected to it or instrumental to youth employment (under 36 years of age);
 - a quota equal to 30% of the hirings necessary for the execution of the contract or for the implementation of activities connected to it or instrumental to female employment.
- 6) to undertake to observe the specific obligations of the PNRR, including the principle of not causing significant harm to the environmental objectives, the so-called “Do No Significant Harm” (DNSH) pursuant to Article 17 of Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020, as well as in reference to the “Operational Guide” referred to in the MEF Circular of 30 December 2021, no. 32.

17.5.1 Declaration of beneficial owner and declaration of absence of conflict of interest

The competitor is required to provide the data necessary for the identification of the beneficial owner of the economic operator (pursuant to art. 20 of law 231/2007) – see MEF decree of 03.11.2022, n. 55. To this end, a form to be filled in and signed is made available among the tender documents.

The competitor and the beneficial owner are required to declare the absence of situations of conflict, even potential, of interests in relation to this procedure and to undertake, should such a situation arise at a later time, to promptly notify the contracting authority. To this end, a form to be filled out and signed is made available among the tender documents.

18 CONTENT OF THE TECHNICAL OFFER

Relative to the single lot in which he intends to participate, the competitor must, **under penalty of exclusion from the tender**, send and forward to the Administration through the System a Technical Offer, according to the following procedure for each lot.

The competitor must upload to the system a **Technical Report**, digitally signed, which contains a technical-organisational proposal that illustrates in a detailed and exhaustive manner, with reference to the evaluation criteria and sub-criteria indicated in the table of evaluation criteria of the technical offer referred to in the point relating to the award criteria, the relative degree of compliance with the same.

Said Technical Report must provide evidence of the offer's compliance with all the minimum requirements set out in the relevant tender documents. It must also contain a detailed description of any improvements offered. The report in question, including any technical data sheets and/or information leaflets, drawn up in Times New Roman font size 12 and using 1 line spacing, must consist of a maximum of 30 pages (excluding/in addition to the cover) in A4/A3 format.

Pages exceeding this number will not be taken into consideration for the purposes of evaluation by the Commission.

In pursuit of the principle of good administrative action and in order to allow the most agile and rapid evaluation of the offer presented, the aforementioned report must be divided into paragraphs. The first paragraph must contain a description of the technical and operational characteristics of the equipment offered and highlight its compliance with the minimum criteria required. The subsequent paragraphs, one for each improvement criterion offered, must contain the precise description of the improvement elements offered if any.

It is permitted to attach diagrams, graphs, drawings, brochures, specifying for each, in the file name, the relevant chapter of reference; these attachments must be presented in A4 or A3 format, for a maximum of 20 pages, regardless of whether they are in A4 or A3 format. In any case, since all attachments must be uploaded to the IT System referred to in the Disciplinary, they must be in digital format (.pdf, .doc, .xls, .dwg etc.) and must be uploaded in compressed format (ZIP or RAR) and the total size of the file must not exceed the limit of the System. Each file within the compressed file must have a digital signature. It is recommended to respect the maximum size imposed by the system, otherwise it will not be possible to upload the compressed file. It is possible to upload more than one compressed file.

The technical offer must comply with the minimum characteristics established in the respective tender documents, **under penalty of exclusion from the tender procedure**, in compliance with the principle of equivalence pursuant to art. 79 and Annex II.5 of the Code.

The technical offer, **under penalty of exclusion**, must be signed with a digital signature by the legal representative of the competitor or by his attorney.

In the case of associated competitors, the offer must be signed using the methods indicated for signing the application referred to in point 17.1.

The economic operator shall attach a signed declaration containing the details of the offer covered by confidentiality, arguing in an appropriate manner the reasons why any parts of the offer are to be kept secret. To this end, the competitor shall also attach a signed copy of the technical report, appropriately redacted in the parts deemed to constitute technical and commercial secrets. The contracting authority shall retain the right to assess the validity of the reasons given and to ask the competitor to

demonstrate the tangible existence of any technical and commercial secrets.

In any case, it is recommended not to indicate or in any case not to provide the data of the economic offer in the section relating to the technical offer, **under penalty of exclusion from the procedure**.

For the competitor not established in Italy but in another Member State or in one of the countries referred to in art. 100, paragraph 3 of the Code, the technical offer may be signed with a holographic signature accompanied by a valid identification document of the legal representative.

19 CONTENT OF THE ECONOMIC OFFER

With reference to each individual lot in which you intend to participate, the competitor must, **under penalty of exclusion**, send and forward to the Administration through the System, an economic offer according to the following procedure and methods:

- insertion, in the appropriate section of the System, of the price offered in figures only; these values will be reported on an offer declaration generated by the System in .pdf format "Economic Offer", which the competitor must send and forward to the Administration through the System after having: i) downloaded and saved it on his/her PC; ii) digitally signed it.
- the Economic Offer Document, drawn up in accordance with the "Form for the formulation of the economic offer" document prepared by the Administration.

In the event of a discrepancy between the offered price indicated in the Form automatically generated by the System and that indicated in the Document "Form for the formulation of the economic offer", the one indicated by the System will prevail.

The "Economic Offer" contains, **under penalty of exclusion**, the following elements:

- the indication of the total price offered. The total price must contain a maximum of three decimal places. If the competitor does not indicate the three decimal places, the missing ones will be considered equal to zero.

The Administration, through the Sole Project Manager, will in any case ascertain the appropriateness of the Offer also in relation to said amounts, which must be appropriate respectively in relation to the provisions of art. 110, paragraph 5, letters c) and d) of Legislative Decree no. 36/2023.

The economic offer will include the improved supplies offered by the competitor.

Economic offers that increase with respect to the base contract amount are not permitted, even if integrated with supplies offered by the competitor in increase.

The economic offer, **under penalty of exclusion**, is signed with the methods indicated for the signature of the application referred to in the previous paragraphs.

20 AWARD CRITERIA

The Contract is awarded for each lot on the basis of the criterion of the most economically advantageous offer identified on the basis of the best quality/price ratio, pursuant to art. 108, paragraph 1, of the Code.

The evaluation of the technical offer and the economic offer will be carried out on the basis of the following scores, for each Lot:

	MAXIMUM SCORE
Technical offer	80/100
Economic offer	20/100
TOTAL	100

20.1 TECHNICAL OFFER EVALUATION CRITERIA

The technical offer score for each lot is awarded on the basis of the evaluation criteria listed in the table below with the relative distribution of scores.

The points column D indicates the "**Discretionary scores**", that is, the scores whose coefficient is attributed based on the exercise

of the discretionary power of the judging commission.

The Q points column indicates the **"Quantitative scores"**, that is, the scores whose coefficient is attributed by applying a mathematical formula.

The T points column indicates the **"Tabular scores"**, i.e. the scores whose fixed and predefined coefficients will be attributed or not attributed based on the offer or failure to offer what was specifically requested.

Table of discretionary (D), quantitative (Q) and tabular (T) criteria for evaluating the technical offer Lot 1

n°	Evaluation parameter	max points		Evaluation sub-parameters	max D points	max Q points	max T points
1	General technical offer	20	1.1	General characteristics	6		
			1.2	Dilution Cryostat Performance Detail	8		
			1.3	Completeness of equipment descriptions supporting the dilution cryostat	6		
2	Technical value of the proposed improvements, features of the complementary supplies offered	40	2.1	Improvements regarding the quality of the equipment/construction elements offered in terms of: <ul style="list-style-type: none"> Functional effectiveness of the proposed improvement with respect to the objectives to be achieved; Performance certification; Equipment life cycle duration 	15		
			2.2	Delivery and installation time of the requested supplies		15	
			2.3	Ease of maintenance operations	10		
3	Installation organization and environmental criteria	10	3.1	Organization of the installation of the dilution cryostat and supporting equipment, aimed at limiting invasiveness, environmental noise emissions, interference and minimizing any type of risk and obstacle to ongoing activities.	10		
4	Warranty duration	10	4.1	Duration of the warranty, beyond the 36 months provided as a basis (formulate the offer in months)		10	
Total		80			55	25	0

Table of discretionary (D), quantitative (Q) and tabular (T) criteria for evaluating the technical offer Lot 2

n°	Evaluation parameter	max points		Evaluation sub-parameters	max D points	max Q points	max T points
1	General technical offer	20	1.1	General characteristics	6		

			1.2	Evaporative cryostat performance detail	6		
			1.3	Completeness of descriptions of equipment supporting the evaporative cryostat	8		
2	Technical value of the proposed improvements, features of the complementary supplies offered	40	2.1	Improvements regarding the quality of the equipment/construction elements offered in terms of: <ul style="list-style-type: none"> Functional effectiveness of the proposed improvement with respect to the objectives to be achieved Performance certification; Equipment life cycle duration 	15		
			2.2	Delivery and installation time of the requested supplies		15	
			2.3	Ease of maintenance operations	10		
3	Installation organization and environmental criteria	10	3.1	Organization of the installation of the evaporative cryostat and supporting equipment, aimed at limiting invasiveness, environmental noise emissions, interference and minimizing any type of risk and obstacle to ongoing activities.	10		
4	Warranty duration	10	4.1	Duration of the warranty, beyond the 36 months provided as a basis (formulate the offer in months)		10	
Total		80			55	25	0

20.2 METHOD OF ALLOCATION OF THE COEFFICIENT FOR CALCULATING THE TECHNICAL OFFER SCORE

Each of the qualitative elements (D IN THE TABLE) to which a discretionary score is assigned in column "D" of the table, is assigned a coefficient based on the discretionary method of a variable coefficient from zero to one by each commissioner on the basis of the following measurement scale:

COEFFICIENT	COMPLIANCE
$0.0 \leq V(a)_h < 0.2$	None or little
$0.2 \leq V(a)_h < 0.4$	Limited
$0.4 \leq V(a)_h < 0.6$	Sufficient
$0.6 \leq V(a)_h < 0.8$	Discreet
$0.8 \leq V(a)_h \leq 1.0$	Excellent

The Media $V(a)_h$ coefficient is then determined, varying between 0.0 and 1.0, calculated as the arithmetic mean (rounded down to the second decimal place after the comma) between the values attributed by each commissioner to each evaluation sub-requirement.

We then proceed to the reparameterization with respect to the value of the coefficient assigned to the offer with the highest average score of the sub-criterion, called $V(a)_{max}$, and we assign the evaluation coefficient of the offer with respect to the i-th criterion, called $C(a)_i$ and defined as follows:

$$C(a)_i = \text{Average } V(a)_h / V(a)_{max}$$

The coefficients thus defined will be those then used in the formula referred to in point 20.4 according to the compensatory aggregation criterion.

- a) For the quantitative element "time", the formula will be applied

$$P2.2 = 15 * Vmin / Voff$$

Where:

Vmin = minimum delivery and installation time of the supplies requested among the offers presented;

Voff = delivery and installation time of the supplies requested by the i-th economic operator;

- b) For the quantitative element "duration of the guarantee", the formula will be applied

$$P4.1 = 10 * Voff / Vmax$$

Where:

Vmax = higher value of the offer for additional months than the minimum of 36 months;

Voff = value of the offer for the additional months of the i-th economic operator;

20.3 METHOD OF ALLOCATION OF THE COEFFICIENT FOR CALCULATING THE ECONOMIC OFFER SCORE

As for the economic offer, a coefficient is attributed to the economic element, varying from zero to one, calculated via:

Formula with linear interpolation

$$Ci = (Ri/Rmax)^\alpha$$

Where:

Ci = coefficient assigned to the i-th competitor;

Ri = downgrade offered by the i-th competitor;

Rmax = reduction of the most convenient offer

α = exponent equal to 0.5

20.4 METHOD FOR CALCULATING FINAL SCORES

The commission, once it has assigned the coefficients to the qualitative and quantitative elements, will proceed, in relation to each offer, to assign the scores for each individual criterion according to the following compensatory aggregation method.

The score is given by the following formula:

$$Pi = Cai * Pa + Cbi * Pb + Cni * Pn$$

Where

Pi = score competitor i;

Cai = coefficient evaluation criterion a, of competitor i;

Cbi = coefficient evaluation criterion b, of competitor i;

.....

Cni = coefficient evaluation criterion n, of competitor i;

Pa = weight evaluation criterion a;

Pb = weight evaluation criterion b;

.....
Pn = *weight evaluation criterion no.*

The final score will be given by the sum of the scores assigned to the technical offer and the economic offer.

21 CONDUCT OF TENDER OPERATIONS

The System allows the running of the competition sessions pre-arranged for the exam:

- of the administrative documentation;
- of technical offers;
- of economic offers.

The System guarantees compliance with the provisions of the code regarding the confidentiality of operations and information relating to the tender procedure, as well as compliance with the principles of transparency. It is specified that each competitor may attend the public sessions by connecting remotely to the System via their own IT infrastructure.

The public sessions will be held remotely through the Microsoft Teams application. These operating methods will be used for all public sessions of the Tender Board and the Tender Commission. It is specified that each competitor may attend the public session by connecting to the link indicated in the notice of the public session. It is noted that the identification of the delegates of the economic operators who intend to attend the session is required by uploading the proxy and a photocopy of an identification document to the email address: direttore.fisica@unina.it

Notices of all public sessions will be made known by the Administration through a notice published on the University Notice Board and in the Tenders section, on the University website www.unina.it, as well as through communication made to competitors on the website www.acquistinretepa.it with notice of even just one day. Therefore, competitors are invited to constantly consult the website.

In the event that it is necessary to postpone this date, notice of the postponement will be given by means of a notice with at least one day's advance notice via communication made to the competitors on the website www.acquistinretepa.it and on the website www.unina.it at the link to the tender procedure.

22 CONDUCTING TENDER OPERATIONS: VERIFICATION OF ADMINISTRATIVE DOCUMENTATION

The award procedure will be opened on the day indicated on the portal, from the RUP who will proceed, operating through the System, to carry out the following activities:

- a) verification of receipt of timely submitted offers. The timeliness of receipt of offers and that the offers themselves are composed of Administrative Documentation, Technical Offer and Economic Offer (without prejudice, in any case, to the verification of the content of each document submitted) is verified by the presence of the offers themselves in the System;
- b) subsequently, the RUP will proceed through the System to open the submitted offers and, therefore, to access the section containing the "Administrative Documentation" of each individual submitted offer, while the Technical Offers and the Economic Offers will remain secret, closed/blocked in the System and, therefore, the System will allow access to the Administrative Documentation and the Office responsible for examining the administrative documentation will proceed to verify the presence of the requested documents and those contained therein.
- c) verify the conformity of the administrative documentation with what is required in this specification;
- d) activate the investigation rescue procedure referred to in the previous point 13;
- e) draw up a specific report relating to the activities carried out;
- f) adopt the provision that determines the exclusions and admissions from the tender procedure, also providing for the obligations referred to in art. 20, paragraph 1, of the Code.

The communications referred to in art. 90, paragraph 1, letter d) of the Code will be carried out through the system.

The inclusion of elements concerning the price in documents contained in the administrative documentation determines the exclusion of the competitor from the tender procedure. The tender board will proceed as indicated above in letter f).

Please note that each competitor may attend the public session by connecting to the link provided with the public notice. Please note that it is necessary to identify the delegates of the economic operators who intend to attend the session by sending the proxy and a photocopy of an identification document through the System (Communications with suppliers section) or to the e-mail address: direttore.fisica@unina.it. The possibility of asking the offeror, at any time during the procedure, to present all or part of the complementary documents, if this is necessary to ensure the correct conduct of the procedure, remains reserved.

The verification of the administrative documentation will take place, pursuant to art. 24 of the Code, through the use of the FVOE system, made available by ANAC, with the methods set out in resolution no. 464/2022, pending the establishment of the National Database of Economic Operators.

For the purposes of registration with the FVOE, non-resident economic operators without a permanent establishment in Italy must have a certified email address or a similar instrument in other Member States.

23 JUDGING COMMITTEE

The judging commission is appointed, pursuant to art. 93 of the Code, after the deadline for submitting offers and is composed of an odd number equal to n. 3 members, (of which two members chosen from among professors, researchers of the University Federico II of Naples, with skills and professionalism in the sector covered by the contract, taking into account the complexity of the equipment and the need for it to meet high performance levels in terms of functionality). The commissioners must not have any impediments to their appointment pursuant to art. 222, paragraph 9, of the Code. To this end, they issue the declarations required for this purpose by the current Integrated Plan of Activities and Organization of the University.

The judging commission is responsible for evaluating the technical and economic offers of the competitors and provides assistance to the RUP in evaluating the appropriateness of the offers (see Guidelines no. 3 of 26 October 2016).

The contracting authority publishes, on the client profile, in the "transparent administration" section, the composition of the judging commission and the curricula vitae of its members, pursuant to art. 53, paragraph 5, letter a), sub. 1), law no. 108 of 2021.

24 OPENING AND EVALUATION OF TECHNICAL AND ECONOMIC OFFERS

Following the examination of the administrative documentation, the judging commission, in a public session, the date of which will be communicated to the admitted competitors via the System, will proceed to open the technical offer and verify the presence of the documents required by this specification. For the procedures for carrying out public sessions, please refer to the provisions set out in the previous articles.

In one or more private sessions, the Commission will proceed to examine and evaluate the technical offers presented and to assign the relative scores by applying the criteria and formulas indicated in this specification. The Commission will proceed to reparameterize the scores as indicated in the previous points. Subsequently, the Commission will proceed, in a session open to the public, the date of which will be communicated in advance through the System to the admitted competitors, as well as through publication on the University website at the opening of the economic Offers.

In the same session open to the public, the Commission will make visible to competitors through the System:

- a) the "technical scores" (PT) attributed to the individual technical offers submitted for each lot already re-parameterised;
- b) following the activities of unblocking and opening of the economic offers, the overall price offered by the competitors.

The fulfillment of the obligations referred to in art. 90, paragraph 1, letter d) of the Code will be delegated to the RUP, who will proceed through the system. The contracting authority will then proceed to identify the single final numerical parameter for the formulation of the ranking, pursuant to art. 108, paragraph 4 of the Code. In the event that the offers of two or more competitors obtain the same overall score, but different partial scores, the competitor who obtained the best score on the technical offer will be placed first in the ranking. In the event that the offers of two or more competitors obtain the same overall score and the same partial scores, the procedure will be pursuant to art. 77 of RD 827/1924 and, secondarily, by drawing lots in a public session.

If a competitor or an auxiliary company has declared the existence of a situation of control pursuant to art. 2359 of the Civil Code with another competitor, the Commission, after the aforementioned public session, will proceed, in a subsequent private session, to the relative checks, with admission to the continuation or exclusion of the competitors involved. In this case, the documentation necessary for the check will be requested via the system (or by certified email). The results of the check will be communicated in a subsequent public session.

Following the above operations, the commission, in a public session, proceeds in accordance with the provisions of point 25. If it identifies offers that exceed the anomaly threshold referred to in art. 110 of the Code, and in any other case in which, based on specific elements, the offer appears abnormally low, the Commission closes the public session by notifying the RUP, who will proceed in accordance with the provisions of the following point 25. At any stage of the evaluation of technical and economic offers, the Commission shall promptly communicate to the competent departmental office any exclusions to be made for:

- failure to separate the economic offer from the technical offer, or the inclusion of elements concerning the price in documents contained in the technical offer;
- submission of partial, multiple, conditional, alternative offers;
- submission of inadmissible offers, pursuant to art. 70, paragraph 4 of the Code.

At any stage of the tendering process, the Commission shall promptly communicate, through the Office responsible for the tendering procedure, pursuant to art. 90, paragraph 1 of the Code, the cases of exclusion for:

- submission of partial, multiple, conditional, alternative offers;
- submission of inadmissible offers, pursuant to art. 70, paragraph 4 of the Code.

25 CHECK FOR OFFER ANOMALY

If the conditions set out in Article 110 of the Code apply, and in any other case in which, based on specific elements, the offer appears abnormally low, the RUP, availing itself, if deemed necessary, of the Commission, evaluates the appropriateness, seriousness, sustainability and feasibility of the offers that appear abnormally low.

The first best abnormally low offer is verified. If this offer is found to be anomalous, the same procedures are followed for subsequent offers, until the best offer deemed not to be anomalous is identified. The contracting authority has the right to simultaneously verify the appropriateness of all abnormally low offers.

The RUP requests the competitor to submit, in writing, explanations, if applicable indicating the specific components of the offer considered anomalous.

To this end, it assigns a deadline of no less than fifteen days from receipt of the request.

The RUP, possibly with the support of the Commission, examines in a private session the explanations provided by the offeror and, if he deems them insufficient to exclude the anomaly, he can request, also through an oral hearing, further clarifications, assigning a maximum deadline for the feedback.

The results of the RUP's evaluations are transmitted to the Tender Commission which will make them known in a subsequent public session, as specified in the next point.

26 AWARDING OF THE CONTRACT AND STIPULATING OF THE CONTRACT

The award proposal is formulated by the Judging Committee in favor of the competitor who has submitted the best offer. With this fulfillment the Commission closes the tender operations.

If the Sole Project Manager has verified the appropriateness of the anomalous offers, the results of the checks carried out by the latter are transmitted to the Commission which takes the consequent decisions in a public session.

If no offer is found to be convenient or suitable in relation to the object of the contract, the Administration reserves the right not to proceed with the award pursuant to art. 108, paragraph 10 of the Code. The Administration reserves the right to award the tender even if only one offer is received within the submission deadline, as well as to suspend, reschedule and/or not award the tender for a reason.

The Administration also reserves the right not to enter into the contract and not to authorize the subcontract or subcontract if, following the checks referred to in the combined provisions of Articles 84 and 91 of Legislative Decree no. 159/2011 (Anti-

Mafia Code), the application of the measures referred to in Article 67 of the aforementioned code or any attempts at mafia infiltration are found to exist.

The verification of the general and special requirements will take place, pursuant to art. 99 of the Code, on the bidder to whom the Contracting Authority has decided to award the contract.

Before the award, the Administration proceeds to:

1) request, pursuant to art. 90 of the Code, from the competitor to whom it has decided to award the tender, the documents, for the purposes of proving the absence of the grounds for exclusion referred to in art. 94 et seq. of the Code (with the exception, with reference to subcontractors, of art. 94, paragraph 6 of the Code) and compliance with the selection criteria referred to in art. 100 of the same Code. The acquisition of the aforementioned documents will take place through the use of the FVOE system.

2) request - where the verification of the congruity of the offer has not been carried out - the documents necessary for the verification referred to in art. 110 of the Code of Competence of the Sole Project Manager.

The competent body, after approval of the relevant award proposal by the competent Manager, pursuant to art. 17, paragraph 5 of the Code, awards the tender.

From the award, the contracting authority shall proceed, within five days, with the communications referred to in art. 90, paragraph 1, letters b) and c) of the Code.

The award becomes effective, pursuant to art. 17, paragraph 5 of the Code, upon positive verification of possession of the requirements referred to in the previous no. 1).

Pursuant to art. 17, paragraph 8 of the Code, the Administration may authorize the execution of the contract on an urgent basis pending verification of the requirements set out in arts. 94 and 95 of the Code, as well as the qualification requirements required for participation in this procedure.

In the event of a negative outcome of the checks, or failure to demonstrate the requirements, the successful tenderer will be declared disqualified from the contract by order of the competent Manager, with notification of the fact to ANAC and with the right to take action for compensation for any further damage.

The Administration will proceed, with the methods indicated above, towards the second ranked. In the event that the tender cannot be awarded to the latter either, the Administration will proceed, with the same methods indicated above, scrolling down the ranking.

Pursuant to art. 106, paragraphs 6 and 10 of the Code, the provisional guarantee will be released to the successful tenderer automatically upon signing the contract; to the other tenderers, it will be released promptly and in any case within thirty days of notification of the award.

Once the award has become effective, the winning company must deliver to the Department of Chemical, Materials and Industrial Production Engineering the documentation required for the stipulation of the contract, within the deadline indicated by the Administration, starting from the date of receipt, via PEC, of the relevant communication.

The stipulation of the contract is subject to the positive outcome of the checks required by the legislation in force on the fight against the mafia (Legislative Decree no. 159/2011, the so-called Anti-Mafia Code), without prejudice to the provisions of art. 88, paragraph 4-bis and 89 and art. 92, paragraph 3 of Legislative Decree no. 159/2011. In particular, the legislation in force on the fight against the mafia (Legislative Decree 159/2011, the so-called Anti-Mafia Code) applies. Furthermore, pursuant to the provisions of art. 3 of Law no. 120 of 11 September 2020, converting Legislative Decree no. 76, following the consultation of the database, the contracting authority proceeds to the stipulation of the contract for which the provisional release information is issued, provided that the situations referred to in articles 67 and 84, paragraph 4, letters a), b) and c), of Legislative Decree no. 159 of 6 September 2011 do not emerge with respect to the subjects subjected to anti-mafia checks. The stipulation of the contract, pursuant to the provisions of the aforementioned article, will be subject to a condition subsequent, without prejudice to the further checks for the purpose of issuing the anti-mafia documentation to be completed within sixty days.

The subsequent withdrawal from the contract remains valid if elements relating to attempts at mafia infiltration pursuant to art. 92, paragraph 4 of Legislative Decree no. 159/2011 are subsequently ascertained.

The contract, pursuant to art. 18, paragraph 3 of the Code, cannot be stipulated before 35 days (stand still) from the sending of the last of the aforementioned award communications.

The stipulation must take place, pursuant to art. 18, paragraph 2 of the Code, within the following 60 days from the effectiveness of the award, without prejudice to the exercise of self-regulation powers in the cases permitted by the regulations in force and without prejudice to the hypothesis of deferral expressly agreed with the successful tenderer, provided that it is justified by the interest in the prompt execution of the contract.

Upon signing the contract, the successful tenderer must present the definitive guarantee to be calculated on the contractual amount, according to the measures and methods provided for by art. 117 of the Code.

The contract is stipulated electronically, in public administrative form by the Signing Officer or his substitute, in case of absence or impediment. It is specified that the contract will include an express termination clause relating to the hypothesis of cancellation of the award following a judicial provision. Furthermore, the contract will contain a specific clause with which the contractor declares to have read and understood the aforementioned documents and to be aware of the University's right to terminate the contract in case of violation of the obligations deriving from the National and University Codes of Conduct. It is also noted that the Contract will include a specific "anti-pantouflage" clause in accordance with the provisions of the current Integrated Plan of Activities and Organization of the University.

The successful tenderer shall deposit, before or at the same time as signing the procurement contract, the continuous cooperation, service and/or supply contracts referred to in art. 119, paragraph 3, letter d) of the Code.

If the documentation requested for the stipulation of the contract is not complete or compliant with what is requested or is not received within the deadline established in the request of the Administration sent by PEC, without prejudice to the right of the Administration to request additional documentation and to grant extensions for specific and proven needs - in any case within the limits of compatibility with any emergencies of the Administration - the successful tenderer will be declared to have forfeited the award and the Administration reserves the right to award to the second company in the ranking and to take action for compensation for any further damage.

The contract is subject to the obligations regarding the traceability of financial flows pursuant to Law 13 August 2010, n. 136. Pursuant to art. 119, paragraph 2 of the Code, the contractor shall communicate, for each sub-contract that does not constitute a subcontract, the amount and the object of the same, as well as the name of the sub-contractor, before the start of the service.

In the cases referred to in art. 124, paragraph 1 of the Code, the contracting authority shall progressively consult the subjects who participated in the tender procedure, resulting from the relevant ranking, in order to stipulate a new contract for the assignment of the task or for the completion of the service.

The successful tenderer shall be responsible for all contractual expenses, fiscal charges such as taxes and duties - including registration charges where applicable - relating to the stipulation of the contract.

Finally, it should be noted that, in implementation of the provisions of the current Integrated Plan of Activities and Organization of the University, the conditions for the performance of the service offered by the successful tenderer will be published on the University website (subject to verification of the motivated and documented declarations made in the offer regarding the presence of technical or commercial secrets).

27 OBLIGATIONS RELATING TO THE TRACEABILITY OF FINANCIAL FLOWS

The contract is subject to the obligations regarding the traceability of financial flows pursuant to Law 13 August 2010, no. 136.

The contractor must communicate to the contracting authority:

- the identification details of the dedicated bank or postal current accounts, with the indication of the work/service/supply to which they are dedicated;
- the personal details and tax code of the persons delegated to operate on them;
- any changes relating to the transmitted data.

The communication must be made within seven days of opening the current account or, in the case of existing current accounts,

from their first use in financial transactions relating to a public contract. In the case of legal persons, the communication in question must be signed by a legal representative or by a person with a specific power of attorney. Failure to communicate, late communication or incomplete communication of the information elements will result in the application of an administrative fine of between 500 and 3,000 euros to the defaulting person.

Failure to comply with the obligations required for the traceability of financial flows relating to the contract will result in the termination of the contract by law.

Upon each payment to the contractor or further control interventions, compliance with the obligations relating to the traceability of financial flows is verified.

The contract is subject to the resolutive condition in all cases in which the transactions have been carried out without using banks or Società Poste Italiane Spa or even without instruments other than bank or postal transfers that are suitable to guarantee full traceability of the operations for the amount due in relation to this contract.

28 CODE OF CONDUCT

In carrying out the activities covered by the procurement contract, the successful tenderer for each lot must comply with the principles and, where compatible, the duties of conduct referred to in the Presidential Decree of 13 June 2023 n. 81 and in the Code of Conduct of this contracting authority and in the University Integrity and Organization Plan.

Following the communication of the award and before the signing of the contract, the successful tenderer has the obligation to examine the aforementioned documents published on the contracting authority's website.

29 ACCESS TO DOCUMENTS

Access to procedural documents is ensured in digital mode through direct acquisition of data and information entered into the e-procurement platforms, in compliance with the provisions of art. 35 of the Code and the current provisions on the right of access to administrative documents, according to the methods indicated in art. 36 of the Code.

30 DEFINITION OF DISPUTES

For any disputes arising from the contract, the Court of Naples shall have jurisdiction, with arbitration being expressly excluded.

31 PROCESSING OF PERSONAL DATA

Pursuant to art. 13 of EU Regulation no. 2016/679 on the protection of natural persons with regard to the processing of personal data, as well as the free circulation of such data (hereinafter also "EU Regulation" or "GDPR"), the Administration provides the following information on the processing of personal data.

Purpose of the processing

- The data provided by the competitors are collected and processed by the Administration to verify the existence of the requirements requested by law for the purposes of participation in the tender and, in particular, for the purposes of verifying the administrative and technical-economic capacities of such subjects, as well as for the purposes of awarding, in compliance with specific legal obligations deriving from the legislation on public procurement and contracts.
- The data provided by the winning bidder are acquired by the Administration for the purposes of stipulating the Contract, for the fulfillment of the legal obligations connected to it, as well as for the economic and administrative management and execution of the Agreement itself.
- All data acquired by the Administration may also be processed for study and statistical purposes in compliance with the provisions of the EU Regulation.

Legal basis and nature of the provision

The Competitor is required to provide the data to the Administration, due to the legal obligations arising from the legislation on procurement and public contracts. The refusal to provide the data requested by the Administration could determine, depending



on the case, the impossibility of admitting the competitor to participate in the tender or its exclusion from it or the forfeiture of the award, as well as the impossibility of stipulating the contract.

Nature of the data processed

The data processed for the purposes specified above are of the following nature: i) common personal data (e.g. personal and contact details); ii) data relating to criminal convictions and offences (so-called "judicial") pursuant to art. 10 of the EU Regulation, limited to the sole purpose of assessing possession of the requirements and qualities required by the current legislation applicable for the purposes of participation in the tender and awarding. However, data falling within the "special categories of personal data" (so-called "sensitive"), pursuant to art. 9 of the EU Regulation, are not requested.

Data processing methods

The data processing will be carried out by the Administration in such a way as to guarantee the necessary security and confidentiality and may be implemented using manual, paper, computer and telematic tools suitable for processing the data in compliance with the security measures provided for by the EU Regulation.

Scope of communication and dissemination of data

The data may be:

- processed by the Administration staff who manage the tender procedure and the execution of the Contract, by the staff of other offices of the same Administration who carry out related activities, as well as by the offices which deal with activities for study and statistical purposes;
- communicated to independent collaborators, professionals, consultants, who provide consultancy or assistance to the Administration in relation to the tender procedure and the execution of the Contract, also for possible legal protection, or for sector studies or statistical purposes;
- communicated to any external parties forming part of the award and testing commissions that will be established from time to time;
- communicated to other competitors who request access to the tender documents within the limits permitted pursuant to Law 7 August 1990, n. 241;
- communicated to the National Anti-Corruption Authority, in compliance with the provisions of AVCP Determination no. 1 of 10/01/2008.

The name of the successful tenderer and the contract award price will be published on the website www.unina.it. In addition to the above, in compliance with the legal obligations requiring administrative transparency (art. 1, paragraph 16, letter b, and paragraph 32 of Law no. 190/2012; art. 35 of Legislative Decree no. 33/2012; as well as art. 20 of Legislative Decree no. 36/2023), the competitor/contractor acknowledges and agrees that the data and documentation required by law to be published are published and published, where applicable, on the website www.unina.it, "Transparency" section.

The data may be transferred to an international organization, in compliance with legal obligations; in this case the transfer will take place in compliance with the provisions of the EU Regulation.

Data retention period

The data retention period is 10 years from the conclusion of the execution of the Contract, due to the potential legal actions that can be exercised. Furthermore, the data may be stored, even in aggregate form, for study or statistical purposes in compliance with art. 89 of the EU Regulation.

Automated decision making

There is no automated decision-making process during the tender phase.

Rights of the competitor/interested party

By "interested party" we mean any natural person whose data is transferred from the competitor to the Administration. The interested party is recognized the rights set forth in articles 15 to 23 of the EU Regulation. In particular, the interested party has the right to: i) obtain, at any time, confirmation as to whether or not personal data concerning him or her are being processed; ii) the right to access his or her personal data 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 same or the criteria used to determine that period; iii) the right to request, and where applicable obtain, rectification and, where possible, erasure or, again, limitation of processing and, finally, may oppose, for legitimate reasons, their processing; iv) the right to data portability which will be applicable within the limits set forth in art. 20 of the EU Regulation.

If, in the event of exercising the right of access and related rights, the response to the request does not arrive within the legal terms and/or is not satisfactory, the interested party may assert his/her rights before the judicial authority or by contacting the Guarantor for the protection of personal data through a specific complaint, appeal or report.

Data Controller and Data Protection Officer

The data controller is the University of Naples Federico II, which has appointed its own Data Protection Officer.

Any request regarding the processing of personal data provided and the exercise of rights must be addressed to the Data Protection Officer (DPO) who may be contacted at the following certified email address: uff.privacy@pec.unina.it.

Consent to the processing of personal data

Having acquired the above information, with the presentation of the offer and/or the signing of the Contract, the legal representative pro tempore of the Competitor/successful tenderer acknowledges and expressly consents to the processing as defined above of personal data, including judicial data, concerning him.

The competitor undertakes to fulfill the obligations of information and consent, where necessary, towards the natural persons (Interested Parties) whose personal data are provided in the context of the procurement procedure, with regard to the processing of their Personal Data, including judicial data, by the Administration for the purposes described above.

32 STATEMENTS REQUIRED BY THE CURRENT INTEGRATED UNIVERSITY ACTIVITY AND ORGANIZATION PLAN (PIAO)

In compliance with the current PIAO [model B12], the declarations of the Director of the Department of Physics "Ettore Pancini" and of the Head of the Accounting and Budget Office, of the personnel units in charge, were made on 04.11.2024 and acquired in the general protocol of the University n. 43633 of 04.11.2024, with which it was certified:

- a) not to be aware of any situations of conflict, even potential, of interest provided for by the current Code of Conduct, without prejudice to the obligation to abstain if one becomes aware of them at a later time or in any other case in which there are serious reasons of convenience;
- b) not to have been convicted, even with a sentence not yet final, for the crimes set out in Chapter I of Title II of Book Two of the Criminal Code - pursuant to art. 35-bis, paragraph 1, letter c) of Legislative Decree no. 165/2001 and subsequent amendments - and therefore not to be in the conditions of incompatibility referred to in Law no. 190/2012 (so-called Anti-Corruption Law) and Legislative Decree no. 39/2013;
- c) to undertake, if at a later time after taking up the position, one of the conditions of incompatibility or abstention referred to in the aforementioned rules arises, to immediately refrain from the function and to promptly notify the Office responsible for the tender procedure of the "Ettore Pancini" Physics Department;
- d) not to be in the conditions referred to in art. 16 paragraph 1 of Legislative Decree no. 36/2023.

The Director of the Department of Physics "Ettore Pancini"
Prof. Gennaro Miele