

### Tender specifications and technical specifications

Acquisition of the DNS Anycast Service CIG: 9474405E54 - CUI: 80054330586202100123, outside MEPA by means of invitations on the ASP - CONSIP Platform pursuant to Art. 76 of Italian Legislative Decree 76/2020 converted into Italian Law 120/2020 and of Italian Legislative Decree 77/201 converted into Italian Law 108/2021.

## FOREWORD

This Administration has resolved to award the DNS Anycast Service CIG: 9474405E54 - CUI: 80054330586202100123, outside the MEPA by means of invitations on the ASP - CONSIP Platform pursuant to Art. 76 of Italian Decree Law 76/2020 converted into Italian Law 120/2020 and of Italian Decree Law 77/201 converted into Italian Law 108/2021

Pursuant to Art. 58 of the Italian Code, this open procedure is carried out through the computerised system for telematic purchasing procedures (hereinafter referred to as the System) accessible at [www.urp.cnr.it](http://www.urp.cnr.it) tenders and contracts section and in compliance with the requirements of Art. 44 of the Italian Code and Prime Minister's Decree No. 148/2021. The site provides access to the procedure as well as to the tender documents.

The contract is awarded through a negotiated sub-threshold procedure by invitation and applying the lowest price criterion.

The service shall be delivered internationally at anycast nodes of the Registro

CIG: 9474405E54 - CUI: 80054330586202100123

The **person in charge of the procedure**, pursuant to Art. 31 of the Italian Code, is *Mr. Marco Conti*, [segreteria@iit.cnr.it](mailto:segreteria@iit.cnr.it)

## 1. TELEMATICS PLATFORM

### 1.1 THE TRADING SYSTEM

This procedure will be conducted, unless otherwise provided for, by a telematic platform (hereinafter also referred to as the "System" for brevity).

The System is operated in compliance with the legislation in force and EU Regulation No. 910/2014 (hereinafter eIDAS Regulation - Electronic IDentification Authentication and Signature), Italian Legislative Decree No. 82/2005 (Digital Administration Code), the Italian Code and its implementing acts, in particular Italian Prime Minister's Decree No. 148/2021, and the AGID Guidelines.

The Institute for Informatics and Telematics of CNR in Pisa (hereinafter, for brevity, the Administration) will use this System in ASP (Application Service Provider) mode.

Use of the System implies unconditional acceptance of all the terms, conditions of use and warnings contained in the tender documents, in the aforementioned document, as well as those brought to the knowledge of users through communications on the System.

The use of the System is carried out in compliance with the principles of self-responsibility and professional diligence, in accordance with Art. 1176, paragraph 2 of the Italian Civil Code and is governed, among others, by the following principles:

- fair treatment of all economic operators;
- transparency and traceability of transactions;
- standardisation of documents;
- conduct in good faith, pursuant to Art. 1375 of the Italian Civil Code;
- behaviour in accordance with Art. 1175 of the Italian Civil Code;
- confidentiality of tenders and the impossibility to change them once the deadline for submitting the application



has expired;

- gratuity. No remuneration is due by the economic operator and/or the successful tenderer for the mere use of the System.

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

- malfunctioning of the equipment and connection systems and programmes used by the economic operator to connect to the System;
- use of the System in a manner that does not comply with the Specifications and with the provisions of the document entitled "Rules of the e-procurement system of the Public Administration".

In the event the system fails to work, which is not due to the above-mentioned circumstances, preventing the proper submission of tenders, the Contracting Authority, in order to ensure maximum participation, may suspend the deadline for the submission of tenders for the period necessary to restore the system to normal operation and extend it for a period proportionate to the duration of the malfunctioning, taking into account the seriousness of the event, or, where appropriate, it may decide to continue the tender procedure by other means, promptly informing all the available Internet addresses listed at point I.1 of the Call for Tender, in the section dedicated to documents, as well as by any other means deemed appropriate.

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

The System guarantees the integrity of data, the confidentiality of tenders and requests to participate. The System is equipped with technical methods and solutions that prevent changes to the final documents, system records and other computer and telematic representations of the acts and operations performed within the procedures, based on existing and available technology.

The activities and operations carried out within the System are recorded and attributed to the economic operator and are full proof in respect of the System's users. These system records are confidential and shall not be disclosed to third parties, unless ordered to do so by a judge or in the event of a legitimate request for access to the records, pursuant to Italian Law No. 241/1990.

Activities and operations performed within the System are understood to be performed at the time and day resulting from the system records. The OS of the System is synchronised to the national time scale referred to in Decree No. 591 of the Italian Minister for Industry, Trade and Crafts of 30 November 1993, by means of the NTP protocol or a higher standard.

The use and operation of the System shall take place in accordance with the document "Rules of the e-procurement system of the public administration", which forms part of these specifications.

The purchase, installation and configuration of hardware, software, digital signature certificates, the PEC (certified e-mail) box or in any case a qualified certified electronic delivery service address, as well as connections for access to the Internet network, shall be borne exclusively by the economic operator.

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

Access to, use of the System and participation in the tender entail the unconditional acceptance of all the terms,



conditions of use and warnings contained in these Tender specifications, their annexes (including in particular the Rules of the Public Administration e-Procurement System), and the instructions on the website, as well as what is brought to the knowledge of users through publication on the site [www.acquistinretepa.it](http://www.acquistinretepa.it) or communications through the System. In the event of a breach of the Rules leading to the cancellation of the economic operator's registration, the economic operator shall not be allowed to participate in this tender.

By registering and submitting their tenders, tenderers shall indemnify and hold harmless the MEF (Italian Ministry of Economy and Finance), Consip S.p.A. and the System Operator, indemnifying them against any prejudice, damage, cost and charge of any kind, including any legal expenses, that may be suffered by the latter and/or by third parties as a result of the breaches of the rules contained in these Tender Rules and the relevant annexes, of incorrect or improper use of the System or from violation of the regulations in force.

In the event of any of the above violations, legal or regulatory provisions or irregularities in the use of the System by tenderers, in addition to the provisions of the other parts of these Tender specifications and Regulations, the MEF, Consip S.p.A. and the System Operator, each within the scope of their respective competences, reserve the right to take action for compensation for any direct and indirect damages, financial and image damages that they may suffer.

## 1.2 TECHNICAL EQUIPMENT

In order to participate in this procedure, each economic operator shall equip itself, at its own care, expense and responsibility, with the technical and IT equipment in conformity with those indicated in these specifications and in the document "Rules of the e-Procurement System of the Public Administration", which governs the operation and use of the System.

In any case, it is fundamental to:

- a) have at least one personal computer complying with up-to-date market standards, with an Internet connection and equipped with a common browser suitable for operating the System properly;
- b) have a public digital identity management system (SPID) pursuant to Art. 64 of Italian Legislative Decree No. 82 of 7 March 2005, other means of electronic identification for cross-border mutual recognition pursuant to the eIDAS Regulation, electronic identity card (CIE) pursuant to Art. 66 of Italian Legislative Decree No. 82 of 7 March 2005, or National Services Card (CNS) pursuant to Art. 66 of the same legislative decree, as well as the specific credentials issued when registering with the System;
- c) have a digital address listed in the indexes referred to in Art. 6-bis and 6-ter of Italian Legislative Decree No. 82 of 7 March 2005 or, in the case of a cross-border economic operator, a qualified certified electronic delivery service address in accordance with the eIDAS Regulation;
- d) have a valid digital signature certificate issued by the legal representative of the economic operator (or a person with appropriate signature powers):
  - a body included in the public list of certifiers kept by the Agenzia per l'Italia Digitale (provided for in Art. 29 of Italian Legislative Decree No. 82/05);
  - a certifier operating based on the licence or authorisation issued by a Member State of the European Union and meeting the requirements of Regulation No. 910/14;
  - a certifier established in a non-EU state when one of the following conditions is met:
    - I. the certifier meets the requirements of Regulation No. 910/14 and is qualified in a member state
    - II. the qualified certificate is guaranteed by a certifier established in the European Union that meets the requirements of Regulation No. 910/14



- III. the qualified certificate, or the certifier, is recognised under a bilateral or multilateral agreement between the European Union and third countries or international organisations.

### 1.3 IDENTIFICATION

In order to submit a tender, it is necessary to log in to the System after registration.

Registration shall be carried out by an individual economic operator, regardless of the intention to participate in the procedure in associated form: this can be implemented the tender submission stage.

Registration in the System shall - necessarily - be requested by at least one person with the necessary powers to request Registration and bind the economic operator.

At the end of the Registration process, a userid and a password (hereinafter also referred to as "account") are issued to the applicant. The account is strictly personal and confidential and is used as an IT identification tool pursuant to Italian Legislative Decree No. 82/2005.

The account holder is bound to act in compliance with the principles of fairness and good faith, so as not to affect the System, the subjects operating therein and, in general, third parties, in accordance with the provisions of Art. 13 of the Rules of the e-Procurement System.

The account created during registration is necessary, subject to what is specified later, for identification purposes for any subsequent access to the telematic phases of the procedure. In order to participate in the tender, the user shall associate themselves with the VAT/other identification number of the economic operator on whose behalf they intend to operate.

By registering and by submitting the tender, the economic operator acknowledges as valid and without any objection whatsoever what has been implemented within the System by the account attributable to the economic operator; any action pertaining to the account within the System shall therefore be understood to be directly and unquestionably attributable to the registered economic operator.

Access to the System is free of charge and is granted following online identification of the registered economic operator. Identification may take place alternatively or jointly:

- 1) through the public system for managing the digital identity of citizens and businesses (SPID), or through the other means of electronic identification for cross-border mutual recognition under the eIDAS Regulation;
- 2) via the account issued during registration;
- 3) by means of one or more of the following modes of digital identification: electronic identity card (CIE) referred to in Art. 66 of Italian Legislative Decree No. 82 of 7 March 2005 or national services card (CNS) referred to in Art. 66 of the same legislative decree.

Once the identification procedure has been completed, each economic operator is given a profile to be used in the tender procedure.

Any requests for IT assistance shall be submitted by contacting the dedicated Call Centre at the contact details given on [www.acquistinretepa.it](http://www.acquistinretepa.it).

### 1.4 SYSTEM OPERATOR

Notwithstanding the fact that, for the purposes of this procedure, the Institute of Informatics and Telematics (IIT-CNR) is the Contracting Authority, the latter shall use, through Consip, the technical support of the System Operator (i.e. the entity indicated on the website [www.acquistinretepa.it](http://www.acquistinretepa.it) that was awarded the public tender procedure for this purpose), which is also responsible for the technical management of the IT applications necessary for the operation of the System, assuming all responsibility in this regard. The System Administrator is responsible for monitoring the main operating parameters of the System itself, reporting any anomalies.



In particular, the System Operator is responsible for the logical and application security of the System itself and for the adoption of appropriate and suitable technical and organisational measures in order to ensure compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter also "EU Regulation" or "GDPR").

## **2. TENDER DOCUMENTS, CLARIFICATIONS AND COMMUNICATIONS**

### **2.1 TENDER DOCUMENTS**

The tender documents include:

- a) Tender specifications;
- b) Declaration pursuant to Art. 80 of the Italian Procurement Code;
- c) Integrity Agreement;
- d) Technical Specifications;

The tender documents are electronically accessible free of charge on the contracting authority's profile in the "Transparent Administration" section at the following link: [www.urp.cnr.it](http://www.urp.cnr.it), tenders and contracts section.

### **2.2 CLARIFICATIONS**

It is possible to obtain clarifications on this procedure by submitting written questions at least 10 days before the deadline for the electronic submission of tenders through the section of the System reserved for requests for clarifications, after registering with the System.

Requests for clarification and answers can be made in Italian or English.

Responses to requests for clarifications submitted on time shall be provided electronically at least 6 days before the deadline for the submission of tenders, by publishing the requests anonymously and the relevant replies on the System and on the institutional website mentioned above. Tenderers are invited to constantly check this section of the System or the institutional website.

Requests submitted in ways other than those indicated above will not be answered.

### **2.3 COMMUNICATIONS**

Communications between the Contracting Authority and economic operators shall take place via the System and are accessible in the "Communications Area". It is the sole responsibility of the economic operator to read them.

Communications relating to: a) the awarding of the contract; b) the exclusion; c) the decision not to award the contract; d) the date of the conclusion of the contract with the successful tenderer; e) the activation of the procedure for remedying deficiencies; f) the sub-procedure for checking the anomaly of the anomalous tender; g) the request for a revised proposal; h) the draw referred to in Art. 21; shall be made using the digital address listed in the indexes referred to in Art. 6-bis and 6-ter of Italian Legislative Decree No. 82/05 or, in the case of cross-border economic operators, through a qualified certified electronic delivery service address pursuant to the eIDAS Regulation. If the economic



operator is not included in the previously mentioned indexes, it shall indicate a special digital address at the same System and the above communications are made using this digital address.

In the case of temporary groupings, EEIGs, network of companies or ordinary consortia, even if not yet formally constituted, the grouped, aggregated or consortium members shall indicate a digital address at the agent/coordinator for the purpose of receiving communications relating to this procedure.

In the case of consortia referred to in Art. 45(2)(b) and (c) of the Italian Code, the notice delivered in the manner indicated above to the consortium shall be deemed validly delivered to all consortia.

In the case of pooling, the notice delivered to the tenderer in the manner indicated above shall be deemed validly delivered to all auxiliary economic operators.

### 3. SUBJECT OF THE CONTRACT, AMOUNT AND SUBDIVISION INTO LOTS

The contract consists of a single lot as the service is not divisible

Table 1

no.	Description of services/goods	CPV	P (main) S (secondary)	Amount
1	DNS Anycast Service CIG: 9474405E54 - CUI: 80054330586202100123	64220000-4		139,000.00
2				
3				
A) <b>Total amount subject to rebate</b>				139,000.00
B) <b>Interference safety charges not subject to discount</b> [indicate EUR 0.00 if no risk].				0
<b>A) + B) Total tender amount</b>				139,000.00

The total tender amount is net of VAT and/or other statutory taxes and contributions, as well as safety charges due to interference risks.

The amount of interference safety charges is EUR 0 and therefore no DUVRI is to be drawn up.

The contract is financed with *external funds from contracts with the Registrars*.

The tender amount was calculated considering reference prices based on previous experience and in relation to the estimated needs detailed in the project attached to these specifications.



### 3.1 DURATION

The duration of the contract is 24 months from the date of signing the contract.

### 4. GENERAL REQUIREMENTS

Economic operators for which there are grounds for exclusion pursuant to Art. 80 of the Italian Code are excluded from the tender. In the event of the participation of consortia pursuant to Art. 45(2)(b) and c), of the Italian Code, the existence of the requirements pursuant to Art. 80 of the Italian Code shall be certified and verified with respect to the consortium and the consortia indicated as executors.

Economic operators who have assigned tasks in breach of Art. 53, paragraph 16-ter of Italian Legislative Decree No. 165 of 2001 to persons who have exercised, in their capacity as employees, authoritative or negotiating powers at the Contracting Authority the last three years are in any case **excluded**.

Non-acceptance of the clauses contained in the integrity pact and non-compliance therewith shall constitute grounds for exclusion from the tender, pursuant to Art. 83 bis of Italian Legislative Decree No. 159/2011.

### 5. SUBCONTRACT

The entire performance of the contract may not be subcontracted.

The tenderer shall indicate in the tender the parts of the service/supply that it intends to subcontract. In the event of failure to indicate the parts to be subcontracted, subcontracting is prohibited.

The successful tenderer and the subcontractor are jointly and severally liable vis-à-vis the contracting authority for the performance of the services covered by the subcontract.

### 6. HOW TO SUBMIT THE TENDER AND SIGN THE TENDER DOCUMENTS

All documents relating to this procedure shall be submitted exclusively through the System, unless otherwise provided. Tenders submitted by means other than those set out in these specifications shall not be considered valid.

All documents relating to this procedure shall be signed, where provided for under **penalty of exclusion**, by digital signature pursuant to Art. 1(1)(s) of Italian Legislative Decree No. 82/2005 or other qualified electronic signature or advanced electronic signature.

Please note that each economic operator, for the submission of the offer, has a capacity of a maximum size of 20 MB per single file, beyond which timely receipt is not guaranteed. Should it be necessary to send larger files, it is suggested that they be split into several files. As far as the communication area of the system is concerned, each operator has a maximum capacity of 20 MB per communication. Should it be necessary to send communications with larger files attached, it is suggested that they be sent in several communications.

Affidavits are made pursuant to Art. 19, 46 and 47 of Italian Presidential Decree No. 445/2000. For economic operators not having their registered office in a European Union Member State, the substitute declarations shall be made by means of appropriate equivalent documentation according to the legislation of the State to which they belong.





The documentation, where not expressly requested in the original, may be produced in certified or true copy pursuant to, respectively, Art. 18 and 19 of Italian Presidential Decree 445/2000, as well as Art. 22, 23-bis, 23-ter and 71 of Italian Legislative Decree No. 82 of 7 March 2005. Unless otherwise specified, a simple copy is allowed.

In the case of competitors not established in Italy, the documentation shall be produced in a suitable equivalent form according to the legislation of the country of origin; Art. 83 paragraph 3, 86 and 90 of the Italian Code shall apply.

The tender shall be received no later than ... *[indicate]* on ... *[indicate]*, under penalty of inadmissibility.

**The System does not accept:**

- **tenders submitted after the date and time set as the deadline for submission of tenders;**
- **tenders lacking one or more documents mandatory for the System**

The date and time of arrival of the offer shall be the time recorded by the System.

The System shall also send to the tenderer a receipt, in .pdf format, as an attachment to an automatic communication certifying the date and time of submission of the tender and containing the identification code of the tender and references to its contents.

The uploading of all the required documentation into the system remain at the sole risk of the tenderer. Tenderers are therefore invited to start these activities well in advance of the deadline in order to avoid incomplete and therefore non-transmission of the tender by the deadline.

In the event of a failure or malfunctioning of the System, paragraph 2.1 shall apply.

Files sent through the system shall necessarily be produced in .pdf format.

### **6.1 Rules for the submission of the tender**

Without prejudice to the technical indications given in section 2 and in the Rules of the public administration e-procurement system, the following are the procedures for uploading the tender to the System.

The "**TENDER**" consists of:

- A. **Administrative documentation;**
- B. **Economic offer**

The economic operator has the right to enter subsequent offers into the System that replace the previous one, or to withdraw the tender submitted, in the period of time between the starting date and time and the closing date and time of the tender submission phase, the System will send the economic operator a communication in the reserved area of the System containing a dated report summarising the bid; the Contracting Authority will consider only the last tender submitted.

It should also be noted that:

- the tender is binding on the tenderer;
- by submitting the tender, the tenderer accepts all tender documents, including annexes and clarifications.

The System allows the competitor to view the successful transmission of the application.

The competitor shall produce the above documents in System in the various sections.

It is recommended to insert the required documents in the relevant section and not to indicate or in any case provide the data of the economic offer in a section other than the relevant section, under penalty of exclusion from the procedure.

On the website [www.acquistinretepa.it](http://www.acquistinretepa.it), in the specific section relating to this procedure, the submission of the **TENDER** shall be carried out through the execution of a procedure that allows the preparation of the documents that constitute



the TENDER (i.e: **Administrative Documentation and Economic Offer**)

Please note that, prior to submission, all files constituting the tender, which are not already in .pdf format, shall all be converted to .pdf format.

The preparation of the TENDER and its submission take place exclusively through the guided procedure provided by the System, which can be carried out in successive steps by saving the data and the activities performed, it being understood that the submission of the TENDER shall necessarily take place before the expiry of the peremptory submission deadline established above. The steps shall be completed in the sequence established by the System.

The tenderer is recommended to verify the correspondence between the data entered in the System and those reported in the documentation produced in the TENDER.

It is always possible to modify the information entered: in this case, it is advisable to pay the utmost attention, as any changes could invalidate stages of the procedure already completed. It is in any case the responsibility of the tenderer to constantly update the content of the TENDER.

In any case, the TENDER is only sent by selecting the appropriate "send" function of the TENDER.

Upon submission of the tender, the tenderer will receive a communication in the reserved area of the System containing an attached report summarising the tender data and certifying the date and time of submission.

The submission of the TENDER through the System is at the full and exclusive risk of the participant, who takes all risks in the event of non-receipt or late receipt of the TENDER itself, due, by way of example, to malfunctions of the telematic tools used, connection and transmission difficulties, slow connections or any other reason, any liability of Consip S.p.A. being excluded in the event that, due to delays or technical failures or for any other reason, the TENDER is not received within the established deadline.

In any case, without prejudice to the mandatory limits of the law, the tenderer shall exempt Consip S.p.A. and the System Operator from any liability for malfunctions of any nature, failure, or interruptions in the operation of the System. However, Consip S.p.A. reserves the right to take the measures it deems necessary in the event of malfunctioning of the System.

The tenderer is aware and, by submitting the TENDER it accepts that the System may rename files submitted by the same tenderer through the System on a view-only basis; this change does not affect the content of the document, nor its original name, which remain, in any case, unchanged.

In addition to the provisions of this document, the operational and explanatory indications on the System, on the Internet pages relating to the tender submission procedure, remain unaffected.

All documentation shall be drafted either in Italian or in English.

In the event of missing, incomplete, or irregular translations of administrative documents, Art. 83, paragraph 9 of the Italian Code applies.

The tender binds the tenderer for 180 days after the deadline for its submission.

If tender operations are still in progress on the date of expiry of the validity of tenders, the contracting authority may request tenderers to confirm the validity of the tender up to the date indicated and to produce an appropriate document certifying the validity of the tender guarantee up to that date.

Failure to respond to the contracting authority's request by the deadline set by the latter shall be deemed as a waiver of the tenderer's right to participate in the competition.



## 7. REMEDYING DEFICIENCIES

Deficiencies of any formal element of the application, and in particular, the absence, incompleteness, and any other essential irregularity of the elements and the European Single Procurement Document (ESPD), excluding those relating to the substantial content of the economic offer and of the technical offer, may be remedied through the procedure to remedy deficiencies referred to in Art. 83, paragraph 9 of the Italian Code.

An essential irregularity may be remedied if substantial deficiencies do not affect the documentation required by the tender. Subsequent correction or supplementation of documentation is permitted if it allows the existence of pre-existing circumstances, i.e., requirements for participation and documents/elements accompanying the tender. Specifically, the following rules apply:

- failure to meet the participation requirements cannot be remedied by means of a remedying deficiencies procedure as it represents grounds for exclusion from the procedure;
- the omission or incomplete/irregular submission of declarations concerning the fulfilment of participation requirements and any other deficiency, incompleteness, or irregularity in the ESPD and in the application, can be remedied, except for false declarations;
- failure to produce the pooling declaration or contract may be subject to a remedying deficiencies procedure only if the aforementioned documents are pre-existing and can be proven by evidence of a date prior to the deadline for submitting the tender;
- failure to submit elements in support of the tender (e.g., provisional security and undertaking by the guarantor) or the conditions for participating in the tender (e.g., special collective mandate or undertaking to grant a collective mandate), which are relevant at the tender stage, may only be remedied if they exist and can be proven by evidence of a date prior to the deadline for submission of the tender;
- the failure to sign the application to participate, the ESPD, the required declarations and the tender can be remedied.

For the purposes of the remedying deficiencies procedure, the contracting authority shall grant the tenderer a reasonable time limit - not exceeding ten days - in which to make, supplement or regularise the necessary declarations, indicating their content and the persons who shall make them, as well as the section of the system where the required documentation shall be included.

If the time limit has expired, the Contracting Authority shall exclude the tenderer from the procedure.

If the tenderer produces declarations or documents that are not consistent with the request, the contracting authority may ask for further details or clarifications, limited to the documentation submitted under the remedying deficiencies procedure, setting a time limit under penalty of exclusion.

## 8. APPLICATION FOR PARTICIPATION AND ADMINISTRATIVE DOCUMENTATION

The economic operator shall upload into the System, in the Administrative Envelope, the documentation indicated in the table below.

*[to be developed considering the initiative]:*

Administrative documents	
Document	Envelope
Statement of requirements under Art. 80 of the current Italian Procurement Code;	Administrative
Integrity Pact signed	Administrative

## 8.1 DOCUMENTATION IN THE CASE OF POOLING

The tenderer shall, for each auxiliary, enclose:

- 1) Statement of requirements under Art. 80 of the current Italian Procurement Code signed by the auxiliary;
- 2) The pooling declaration;
- 3) The pooling contract;

## 9. ECONOMIC OFFER

The tenderer shall enter [*if applicable*: for each lot] the following documents in the System, in the section indicated in the table below:

*[to be developed considering the initiative]:*

Economic offer	
Document	Envelope
Economic offer ( <i>generated by the system</i> )	Economical

The signed economic offer

is submitted, under **penalty of exclusion**, through the entry in the appropriate section of the System of the requested values in figures only; such values will be reported on an offer declaration generated by the System in .pdf format "Economic Offer Document", which the tenderer shall send and submit through the System after having

- i. downloaded and saved on its PC;
- ii. digitally signed.

The economic offer shall indicate, under **penalty of exclusion**, the following elements:

- a) *overall price, percentage reduction, unit prices, etc. In the event of a request for tender for several goods or services, the contracting authority shall indicate the values to be requested for each of them*], net of VAT and/or other statutory taxes and contributions, as well as of safety charges due to interference risks.

Up to ... [*indicate number*] decimal places will be considered;

Financial offers exceeding the starting price are inadmissible.

Financial offers exceeding the starting price are inadmissible.

## 10. AWARD CRITERION

The contract is awarded based on the most economically profitable tender identified based on the lowest price, pursuant to Art. 95 of the Italian Code.

## 11. DEVELOPMENT OF TENDER OPERATIONS

The first meeting shall take place on ... [*specify day*], at ... [*specify time*].

This meeting shall, if necessary, be adjourned to another time or to subsequent days, on the date and at the times communicated to the tenderers via the System.



Subsequent meetings shall be notified to tenderers through the System at least ... *[specify number]* days before the scheduled date.

The system allows for the access of public to tender sessions prior to the opening:

- of the administrative documentation;
- of economic offers;

and confidentiality of meetings that are not public. The access of public to the meetings is guaranteed by connecting the tenders remotely in order to allow each interested party to witness the proceedings of the meeting *[specify the connection modalities]*.

Please note that tenderers will be able to attend the sessions **by connecting remotely to the System on the days and times** that will be announced.

The contracting authority intends to use the so-called "procedural inversion"; therefore, it first evaluates the technical offer; then it moves on to evaluating the economic offer of all the tenderers and to the verification of the administrative documentation of the first ranked bidder. The anomaly check takes place after the tender committee's operations.

## 12 . EVALUATION OF ECONOMIC OFFERS

At the end of the above operations, the System allows the continuation of the procedure only to the tenderers admitted to the evaluation of the economic offers.

The Sole Manager of the Procedure opens the economic offers and then evaluates them, according to the criteria and methods described.

The tenderer who has submitted the best offer shall be placed first in the rank. In the event of a tie, the Sole Manager of the Procedure shall proceed with a draw, in order to identify the tenderer who will be placed first in the ranking list. The Contracting Authority shall announce the date and time of the draw.

## 13 . AWARDING AND CONCLUSION OF THE CONTRACT

The Sole Manager of the Procedure proposes the awarding the contract in favour of the tenderer who submitted the best offer.

If the anomalous tenders are proven adequate, the award proposal is made by the Sole Manager of the Procedure at the end of the relevant procedure.

If no tender is found to be either convenient or suitable in relation to the subject matter of the contract, no award shall be made.

The award proposal is approved within *30 days* of its receipt. The time limit is interrupted by a request for clarifications or documents and starts running again when the clarifications or documents are received by the requesting body. After the expiry of that period, the proposal for the award of contract is deemed to have been approved.

The award becomes effective upon successful verification of the fulfilment of the requirements set out in these specifications.

In the event of a negative outcome of the verifications, the award shall be revoked, ANAC shall be notified, and the provisional guarantee shall be forfeited. The contract shall then be awarded to the second-ranked bidder, also proceeding with the verifications in the terms indicated above.

The contract is concluded within *60 days* of the award becoming effective.

Upon conclusion of the contract, the successful tenderer shall submit the final guarantee to be calculated on the contract amount, in accordance with the measures and procedures provided for in Art. 103 of the Italian Code.



The successful tenderer shall deposit, before or at the same time as signing the contract, the continuous cooperation, service and/or supply contracts referred to in Art. 105(3)(c-bis) of the Italian Code.

For each sub-contract that does not constitute outsourcing, the contractor shall notify the amount and subject matter of the sub-contract, as well as the name of the sub-contractor before starting to perform.

The contract is concluded by private deed.

#### **14 . OBLIGATIONS RELATING TO THE TRACEABILITY OF FINANCIAL FLOWS**

The tender contract is subject to the obligations regarding the traceability of financial flows pursuant to Italian Law No. 136 of 13 August 2010.

The contractor shall notify the Contracting Authority:

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

The communication shall occur within seven days from the opening of 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 shall be signed by a legal representative or a person with the appropriate power of attorney. The omitted, late, or incomplete communication of the information entails, at the expense of the defaulting party, the application of an administrative sanction ranging from EUR 500 to EUR 3,000.

Failure to comply with obligations concerning the traceability of financial flows relating to the contract shall result in the termination of the contract by operation of law.

On the occasion of each payment to the contractor, the fulfilment of obligations regarding the traceability of financial flows shall be verified.

The contract is subject to the condition subsequent in all cases in which the transactions have been carried out without the use of banks or Società Poste Italiane S.p.a. or even without instruments other than bank or postal transfers that are suitable to guarantee the full traceability of the transactions for the consideration due under this contract.

#### **15 . CODE OF CONDUCT**

In the performance of the activities covered by the contract, the successful tenderer *[in the case of several lots: of each lot]* shall comply with the principles and, insofar as compatible, the duties of conduct referred to in Italian Presidential Decree No. 62 of 16 April 2013 and in the Code of Conduct of this contracting station in the Three-Year Plan for the Prevention of Corruption and Transparency.

Following the notice of award and prior to the conclusion of the contract, the successful tenderer shall inspect the aforementioned documents published on the Contracting Authority's website [www.urp.cnr.it](http://www.urp.cnr.it), *tenders and contracts section*

#### **16 . ACCESS TO DOCUMENTS**

Access to the documents of the procedure is permitted in accordance with the provisions of Art. 53 of the Italian Code and the current provisions on the right of access to administrative documents.



## 17 . SETTLEMENT OF LITIGATIONS

For litigations arising from this tender procedure, the Lazio Regional Administrative Court shall have authority.

## 18 . PROCESSING OF PERSONAL DATA

The data collected shall be processed and stored in accordance with EU Regulation No. 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, Italian Legislative Decree No. 196 of 30 June 2003 on the "Personal Data Protection Code" and subsequent amendments, the Italian Prime Minister's Decree No. 148/21 and its implementing acts.

In particular, the following information is provided on the processing of personal data pursuant to Art. 13 of the EU Regulation No. 2016/679 on the protection of individuals regarding the processing of personal data and on the free movement of such data (hereinafter also "EU Regulation" or "GDPR").

The Administration provides the following information on the processing of personal data.

### **Purpose of processing**

- The data provided by tenderers are collected and processed by the Administration in order to verify the existence of the conditions required by law for participation in the tender and, in particular, for the purpose of verifying the administrative and technical-economic capacities of such entities, as well as for the purpose of awarding the contract, in fulfilment of precise legal obligations deriving from the regulations on tenders and public contracts;
- The data provided by the successful tenderer are acquired by the Administration for the purpose of concluding the Contract, for the fulfilment of the legal obligations connected therewith, as well as for the economic and administrative management and execution of the Contract.
- All data acquired by the Administration may also be processed for study and statistical purposes in compliance with the rules laid down in the EU Regulation. In such cases, the processing will take place anonymously and in aggregate.

### **Legal basis and nature of the provision**

The Tenderer is obliged to provide the data to the Administration, due to legal obligations arising from procurement and public contracts regulations. The Tenderer is obliged to provide the data to the Administration, by reason of the legal obligations deriving from the regulations on tenders and public contracts. The refusal to provide the data requested by the Administration could result, depending on the case, in 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 concluding the contract.

The legal bases of the processing are:

With regard to common data: Art. 6(1)(b) of EU Reg. No. 2016/679 (performance of a contract to which the data subject is a party or of pre-contractual measures), in relation to the processing necessary for the performance of the tender operations for which the application has been submitted, and Art. 6(1)(c) of EU Reg. No. 2016/679, for the performance of the processing necessary to comply with the legal obligations to which the holder is subject.



With reference to data relating to criminal convictions and offences: Art. 10 of EU Reg. No. 2016/679, and 2-octies (1) and (3)(i) of Italian Legislative Decree 196/03, as amended by Italian Legislative Decree 101/2018, in relation to the verification of the moral qualifications of those who intend to participate in tenders, in compliance with the provisions of the procurement regulations.

For both types, the processing of data related to the handling of any complaints or litigation and for the prevention and suppression of fraud and any illegal activity is justified in Art. 6(f) and 9(f) of Italian Legislative Decree 196/03, as amended by Italian Legislative Decree 101/2018.

### **Nature of data processed**

The data processed for the purposes specified above are the following:

- Common personal data (e.g., personal and contact data);
- Data relating to criminal convictions and offences (so-called "judicial" data), pursuant to Art. 10 of the EU Regulation, limited to the sole purpose of assessing the requirements and qualities envisaged by the applicable legislation in force for the purposes of participation in the tender and the awarding of the contract. On the other hand, data falling within the "special categories of personal data" ("sensitive"), pursuant to Art. 9 of the EU Regulation, shall not be requested.

### **Data processing methods**

The personal data provided are also processed with the aid of computerised and telematic tools designed to store and manage the data themselves, in all cases in compliance with the principles of lawfulness, correctness and transparency, as set out in Art. 5 of the GDPR, and in any case in such a way as to guarantee their security, integrity and availability.

Data are collected in accordance with the principles of relevance, completeness, and non-excessiveness in relation to the purposes for which they are processed.

In the context of the tender phase, there is no automated decision-making process.

### **Recipients or categories of recipients and transfer of data to a third country or international organisation**

The data may be:

- Processed by the staff of the Administration in charge of the tender procedure and the execution of the Contract, by the staff of other offices that carry out activities related to it, as well as by the offices that deal with activities for study and statistical purposes;
- Communicated to self-employed collaborators, professionals, consultants, who provide consultancy or assistance to the Administration regarding the tender process and the execution of the Contract, also for possible legal protection, or for sector studies or statistical purposes;
- Communicated to any external parties who are members of the award and acceptance Committees to be set up from time to time;
- Communicated to other tenderers who request access to tender documents to the extent permitted under Italian Law No. 241 of 7 August 1990;
- Communicated to the National Anticorruption Authority, in compliance with the provisions of AVCP Resolution No. 1 of 10/01/2008.





The name of the successful tender and the contract award price will be disclosed on the website <http://www.urp.cnr.it>, Tenders section. In addition to the above, in compliance with legal obligations requiring administrative transparency (Art. 1(16)(b) and (32) of Italian Law 190/2012; Art. 35 of Italian Legislative Decree No. 33/2012; as well as Art. 29 of Italian Legislative Decree No. 50/2016), the tenderer/contractor acknowledges and consents the data and documentation that the law requires to be published and disseminated, if the conditions are met, through the website <http://www.cnr.it>, "Transparent Administration" section.

Data may be transferred to an international organisation in fulfilment of legal obligations, in which case the transfer will take place in accordance with the requirements of the EU Regulation.

### **Data retention period**

The data retention period is 10 years from the conclusion of the performance of the Contract, due to the potential legal actions. Furthermore, the data may be stored, also in aggregate, for study or statistical purposes in compliance with Art. 89 of the EU Regulation.

### **Rights of the tenderer/interested party**

Please note that, at any time, the Data Subject may exercise:

- right to ask the Data Controller, pursuant to Art. 15 of Reg. 679/2016/EU, for access to one's personal data;
- right to ask the Data Controller, pursuant to Art. 16 of Reg. 679/2016/EU, to rectify one's own personal data, where this does not conflict with the applicable data retention regulations;
- right to ask the Data Controller, pursuant to Art. 17 of Reg. 679/2016/EU, to delete one's personal data, if this does not contravene the legislation in force on data retention;
- right to ask the data controller, pursuant to Art. 18 of Reg. 679/2016/EU, to restrict the processing of their personal data;
- right to object to processing, ex Art. 21 of Reg. 679/2016/EU.

The interested party may exercise the above rights by making a request without formalities to the Data Controller, who will provide a timely reply. Its request may be submitted to the Data Controller, who can be reached at the following addresses: [direttore@iit.cnr.it](mailto:direttore@iit.cnr.it); PEC: [protocollo.iit@pec.cnr.it](mailto:protocollo.iit@pec.cnr.it)

The data subject always has the right to lodge a complaint with the Data Protection Authority in order to exercise their rights or for any other matter concerning the processing of his or her personal data.

### **Data Controller and Data Protection Officer**

The data controller is the National Research Council of Italy (CNR), with registered office in Rome, Piazzale Aldo Moro 7, VAT No. 02118311006, tax code 80054330586, represented internally by the Director, Institute for Informatics and Telematics, domiciled for this purpose at the CNR headquarters in Pisa, Via Moruzzi, 1, zip code 56124, which can be reached at the following addresses: [direttore@iit.cnr.it](mailto:direttore@iit.cnr.it); PEC: [protocollo.iit@pec.cnr.it](mailto:protocollo.iit@pec.cnr.it)

Pursuant to Art. 37, as subsequently amended, of the aforesaid Regulation on the protection of individuals with regard to the processing of data, the CNR, by order of the Director General No. 46/2018 of 21/05/2018, has designated the



Data Protection Officer (DPO), email: [rpd@cnr.it](mailto:rpd@cnr.it), to whom all requests regarding the processing of personal data conferred and the exercise of rights should be addressed. The updated list of data processors and persons in charge of processing is kept at the Data Controller's head office.

### **Acceptance and acknowledgement**

Having acquired the above information, by submitting the TENDER and/or signing the Contract, the legal representative pro tempore of the Tender/Contractor acknowledges and expressly consents to the processing, as defined above, of its personal data, including judicial data.

The tenderer undertakes to comply with the obligations of information and consent, if necessary, with regard to the natural persons (Interested Parties) whose personal data are provided within the framework of the award procedure, as regards the processing of their Personal Data, including judicial data, by the Administration for the purposes described above.

*Institute for Informatics and Telematics*

*The Director*

*Dr. Marco Conti*

*(Digitally signed)*

