

Codifica documento

Revisione

Tipo documento

Denominazione gara

Tipo di procedura

Atto di avvio

Importo a base di gara

Provenienza finanziamento

CUP

CIG

PON-OR6-03-FAQ 01

FAQ - risposte ai quesiti degli operatori economici

Fornitura di 3 backend digitali per acquisizione e processing di 6 segnali a larga banda per il ricevitore tri-band K-Q-W.

Procedura aperta ai sensi dell'art. 60 D.lgs. 18 aprile 2016, n. 50, e s.m.i.

Determinazione n. 68 - 1° aprile 2020

€ 309.000,00

**Azione II.1 del PON Ricerca e Innovazione 2014-2020
Avviso D.D. 424 del 28/02/2018**

PIR01_00010 "Potenziamento del Sardinia Radio Telescope per lo studio dell'Universo alle alte frequenze radio - SRT_HighFreq"

C87E19000000007

Lotto 1: 82613899DD (IRA)

Lotto 2: 826140463F (SRT)

Come previsto dal Disciplinare di gara **PON-OR6-03-TSP**, con la presente nota si rappresentano le richieste di chiarimento pervenute e le risposte fornite dalla stazione appaltante al fine di garantire la massima trasparenza e nel rispetto del principio generale di par condicio tra i concorrenti.

Questions arising from the “Disciplinare di gara”

- Q_1** *Art. 8 at point 8 mentions the Contract Draft ‘Bozza del contratto di appalto’, which cannot be recognized in the document files. Could you please provide the document or indicate where can be found?*
- A_1** The draft contract will be available very soon. Anyhow, the contractual terms & conditions are already embedded into the Tender Specifications document, PON-OR6-03-TSP file. The contract will better specify, if any, the relevant enhanced technical items that might be proposed by the Supplier.
- Q_2** *Art. 10 at point 5A requires the registration at the ANAC web site. Is this registration due even for an extra-EU company?*
- A_2** Yes. The registration at the ANAC web site is due even for an extra-EU company.
- Q_3** *Art. 34 mentions that the successful bidder company has to refund the costs for stipulate the contract, including taxes, for the preliminary bid publication on newspapers and official government or international gazettes, so as at the end of the procedure. Could you please indicate if known a precise cost for this expenses, or at least a maximum estimation of these costs?*
- A_3** The current estimate is around 8 keuro (eight thousand euro).
- Q_4** *Art. 38 indicates invoicing needs to be electronic, but an extra-EU at our knowledge cannot issue an electronic invoice in Italy. Could you please indicate as the invoices could be issued in case of an extra-EU would be the winner of the bid?*
- A_4** No electronic invoice is requested for an extra-EU Supplier. A normal PDF file can be issued.
- Q_5** *Art. 39 describes an executive project to be provided which will remain of property of the acquiring institution. The object of the bid is a self-contained complete instrument which is to be used as it is with the proper connections with the required signal sources and destination targets (correlators, recorders). For such reason is not planned the possibility to disclosure any ‘diritto di utilizzazione economica e diritto di proprietà intellettuale’. Any internal modification with the aim to improve or adapt the system to particular requirements can be done by the user, under agreement with the manufacturer, otherwise any warranty could not be granted. What is meant in detail with this article? The article cannot be accepted ‘as it is’ by our company without specifically detailing and agreeing the conditions, so could any particular requirement be anticipated and included, in case of successful bid, in the contract?*

A_5

The aforementioned clause is limited to the specific custom modifications required to adapt it to the particular installation as required by INAF, if any (foreground IP). All intellectual property related to the instrument itself, to the firmware and to the software as they are commercially provided (background IP) remain to the relative owners.

The proposed solution shall not require additional elements subjected to intellectual property fees for normal operations. Any documentation provided shall be available with a license which allows disclosure to third parties for the purpose of providing services to INAF. If this requires a NDA between INAF and these third parties this must be explicitly stated in the offer. In any case no extra fees are due for this use.