



*Document ID*

**PON-OR4-01-TSP  
01**

*Revision*

*Document classification*

*Tender specifications*

*Tender name*

***Supply of three compact and simultaneous three-band microwave-receiving systems for the three Italian radio telescopes.***

*Type of tender*

***Open procedure*** pursuant to art. 60 of Legislative Decree April 18, 2016, n. 50, and s.m.i.

*Decision Act*

**Determinazione n. 188 - 14 agosto 2019**

*Tender value*

**€ 2.400.000,00**

*Funding source*

**PON "Ricerca e Innovazione 2014-2020" - Avviso D.D. 424 del 28/02/2018**  
PON FSE FESR / PIR01\_00010 "SRT\_HighFreq - Potenziamento del Sardinia Radio Telescope per lo studio dell'Universo alle alte frequenze"

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## Abbreviations and acronyms

**INAF:** the Italian National Institute for Astrophysics

**Code:** Italian Law on Public Procurement (Decreto legislativo 18 aprile 2006, n. 50)

**Entity / Contracting Authority / OAC:** the INAF Cagliari Astronomical Observatory

**SRT:** the Sardinia Radio Telescope

**U-BUY:** the INAF electronics platform for e-procurement activities

## Main Reference Laws

The tender and its documentation will be governed by:

- Decree-Law of 18 april 2016, n. 50, and s.m.i., therein on also “**Code**”
- Decree-Law of 9 aprile 2008, n. 81, and s.m.i., therein on also “**TUSL**”
- Italian Civil Code

## Important Internet links

Contracting authority official tender repository related to accountability  
[http://www.oa-cagliari.inaf.it/page.php?id\\_page=101&level=3](http://www.oa-cagliari.inaf.it/page.php?id_page=101&level=3)

U-Buy electronic platform to be used for submitting bids:  
<https://inaf.ubuy.cineca.it/PortaleAppalti/it/homepage.wp>

National Anticorruption Authority site where the bidders request the “PASSOE”  
<https://www.anticorruzione.it/portal/public/classic/Servizi/ServiziOnline/AVCpass>

Tender document repository  
[http://eonstor.oa-cagliari.inaf.it/proffice/OR4-01\\_VLB/](http://eonstor.oa-cagliari.inaf.it/proffice/OR4-01_VLB/)

***This English text is a translation from the official Italian text in order to help foreign bidders to participate in the tender. In case of doubt, dispute or involuntary errors or omissions, only the Italian text will be valid.***

## Section 1 – General information on the tender

### Art. 1. Contracting Authority

INAF – Osservatorio Astronomico di Cagliari - via della Scienza 5 - 09047 Selargius (CA)

C.F. 97220210583

P.IVA 06895721006

Codice ISTAT: 092011

Contracting authority website: <http://www.oa-cagliari.inaf.it>

Contracting authority procurement website area: <http://www.oa-cagliari.inaf.it> section  
“Amministrazione Trasparente”

Certified electronic mail (PEC): [inafoacagliari@pcert.postecert.it](mailto:inafoacagliari@pcert.postecert.it)

### Art. 2. Preliminary notes – PON “Ricerca e Innovazione 2014-2020”

The Astronomical Observatory of Cagliari (OAC) is a research facility of the National Institute for Astrophysics (INAF), located in Via della Scienza 5, municipality of Selargius (CA). OAC also has managerial and operational responsibility for the radio telescope "Sardinia Radio Telescope" (SRT), in the "Pranusanguni" area, municipality of San Basilio (SU), INAF's Research Infrastructure. The SRT is a radio telescope with an altazimuth mount, about 70 meters high and weighing over 3000 tons, with a 64 meter diameter primary dish.

With the formal notice 424, 28 February 2018, the “Ministero dell’Istruzione, dell’Università e della Ricerca” (MIUR) issued the “Avviso per la concessione di finanziamenti finalizzati al potenziamento di Infrastrutture di ricerca, in attuazione dell’Azione II.1 del PON Ricerca e Innovazione 2014-2020”, from now on also “MIUR Notice”.

The MIUR Notice identified, in Article 2 paragraph 8 letter q), the Sardinia Radio Telescope as a "research infrastructure" that can be subjected to “upgrade” and INAF as a Public research institute eligible to submit a proposal. In response to the MIUR Notice, INAF presented the Project proposal "PIR01\_00010 - SRT\_HighFreq - Enhancement of the Sardinia Radio Telescope for the study of the Universe at high radio frequencies” (thereafter "Proposal"). The Proposal consisted of nine “Obiettivi Realizzativi (OR)” - achievable goals – corresponding to the actual work breakdown structure.

With Directorial Act n. 461 of March 14, 2019, the MIUR has granted a total amount of € 18,683,000.00 to the Proposal. Subsequently, in the meeting of 25 June 2019, the Board of Directors of INAF, with Resolution number 41, approved the Obligation Act connected to the acceptance for the Proposal. In the same session, the INAF Administrative Council appointed the INAF - Cagliari Astronomical Observatory, as the contracting authority for the management of the tenders which would achieve the scientific objectives of the Proposal.

With the Decision Act n. **189 of the 13 August 2019**, the Director of the contracting authority has started the tender procedure, which aims at acquiring *three cryogenics radio astronomical tri-band receivers able to simultaneously operate at the frequencies of 22, 43 and 86 GHz*. An **open procedure** will be used, and the *most economically advantageous tender should be assessed on the basis of the best price-quality* (art. 60 and art. 95 of the Code).

### Art. 3. Electronic means of information and communication

Starting from **October 18, 2018**, in compliance with the combined provisions of art. 40 and 52 of the Code, in ordinary sectors and in special sectors, all communications and exchanges of information between the contracting authority and economic operators are carried out using electronic means of communication in compliance with the provisions of the Digital Administration Code of which to the legislative decree 7 March 2005, n. 82.

The tools and devices to be used to communicate electronically, as well as the related technical features, are non-discriminatory, are commonly available and compatible with the ICT (Information and Communication Technology) products generally in use. These tools do not restrict access to the *award procedure*. *The essential elements of the tender procedure are: a) the tender documents; b) the request to participate; c) the confirmation of interest; d) the offers.*

For this tender procedure the e-procurement platform available at INAF through the CINECA Consortium, identified with the acronym "U-Buy", will be used:

**<https://inaf.ubuy.cineca.it/PortaleAppalti/it/homepage.wp>**

Therefore, the economic operator **must register** with the **U-Buy** electronic platform in order to be able to submit a bid: further and more detailed information are given further down.

### Art. 4. Subject of the tender – Contract to be awarded

The bid is finalized to the acquisition of **3 (three) cryogenics radio astronomical tri-band receivers able to simultaneously operate at the frequencies of 22, 43 and 86 GHz**. The three tri-band receiver will be installed in the INAF radio telescopes located in San Basilio, Medicina and Noto. This set of receivers is required to satisfy the new scientific requirements to allow interferometer simultaneous observations at high radio frequencies. The simultaneous multi-frequency observations are essential to study variable (e.g. active galactic nuclei, maser sources) and transient (e.g. supernova remnants, gamma-ray bursts, micro quasar) objects. Moreover, the *simultaneity* simplifies calibration both in single-dish mode and, most of all, in VLBI mode (in co-operation with other antennas). Indeed, removing phase fluctuations due to the presence of water vapour in the troposphere is more difficult the higher is the frequency. With the proposed receiver, it will be possible to transfer the phase calibration from the lower frequency (22 GHz) up to the highest frequency (86 GHz), where is typically quite difficult. Phase calibration is of primary importance to avoid the deterioration of the sensitivity and imaging capability in interferometric observations.

The technical, functional and performance requirements of the receivers are detailed in the Statement of Work (SoW) document.

The primary **CPV** is **38635000-5 Telescopes**.

The contract is co-financed by the EU PON FESR FSE "Research and Innovation 2014-2020", Code PIR\_01\_00010.

## Art. 5. Procurement documentation, clarifications and communications

### 5.1. Documentation

The tender is governed by the following documents:

1. Call for tender
2. Tender specifications
3. Annex 1: Statement of Work (main technical specifications / drawings)
4. Annex 2: Tender application form
5. Annex 3: European Single Procurement Document (ESPD)
6. Annex 4: Liability Act
7. Annex 5: Draft contract (in Italian)
8. Annex 6: CINECA/U-Buy electronic platform User's Guide (in Italian)

Pursuant to art. 74, free unlimited and direct access to the above full set of documents is guaranteed electronically:

- at the internet address [http://eonstor.oa-cagliari.inaf.it/proffice/OR4-01\\_VLB/](http://eonstor.oa-cagliari.inaf.it/proffice/OR4-01_VLB/)
- on the U-Buy electronic platform <https://inaf.ubuy.cineca.it/PortaleAppalti/>

Moreover, the **call for tender** is available / published:

- as fully text in the EU Electronic Official Journal platform TED, <https://ted.europa.eu/TED/>
- as fully text in the contracting authority internet website
- as fully text in the Ministry of Infrastructures and Transportation dedicated internet website
- as executive summary in the Italian Official Journal (GURI)
- as executive summary in two daily newspapers which are distributed nationwide
- as executive summary in two daily newspapers which are mostly distributed where the supply will be installed.

### 5.2. Clarifications

It is possible to obtain clarifications about this open procedure by proposing written questions, which must be sent at least **10 (ten) solar days before the tender deadline**, using two modes:

- After logging-in into the U-Buy electronic platform, thru section "Comunicazioni riservate al concorrente"
- Sending an email message to the certified email (PEC) [inafoacagliari@pcert.postecert.it](mailto:inafoacagliari@pcert.postecert.it). Italian economic operators must send the email message from their PEC mailbox

No answer will be given to those questions that were received after the above-specified deadline or by using another method/mode.

The questions will be answered within 6 (six) days of receipt by publication in anonymous form in the contracting authority internet website, "Amministrazione Trasparente" section, as well as on the electronic platform U-Buy, "Gare in corso" section.

Questions will be accepted both in Italian and English language.



Telephone clarifications **are not allowed**.

### 5.3. Information to candidates and tenderers

- In the case of temporary groupings, European Economic Interest Groupings (EEIGs), aggregations of network companies or ordinary consortia, even if not yet formally established, the communication delivered to the representative is considered validly made to all economic operators grouped, aggregated or consortium members.
- In the case of consortia as per art. 45, paragraph 2, lett. b and c of the Code, the communication delivered to the consortium is considered validly made to all the consortium members.
- In case of “*availment*”, pursuant to art. 89 of the Code, the communication delivered to the bidder is considered validly made to all the auxiliary economic operators.
- In the case of subcontracting, the communication delivered to the bidder is considered validly made to all indicated subcontractors,

## Art. 6. Estimated value of the tender – Lots

### 6.1. Value of the tender.

Following a market analysis, the contracting authority has established that the net value of this tender is equal to:

**€ 2.400.000,00**

This value does not include VAT and/or other fees, if due.

The contracting authority, pursuant to art. 48 paragraph 2 of the Code, does not provide any distinction between main and secondary performance.

The amount based on the tender includes the labour costs, that the contracting authority estimates equal to € 780.000,00. This amount has been evaluated taking into account the mean labour cost of 20 FTE high level operators for the whole duration period of the contract.

The price requested for the supply must include:

- supply of the products
- execution of all activities necessary to reach the final products: design, manufacturing, integration, laboratory tests, participation to meetings, etc;
- the technical documentation, which, by way of example and not exhaustive, will contain at least the following products:
  - ten-years Maintenance Plan
  - technical diagrams, electrical scheme, mechanical drawings, User and Maintenance manuals, both for the hardware and software components;
- packaging
- shipping and transportation of the receivers, according to INCOTERMS DAP
- ordinary maintenance during the warranty period

The places of delivery of the supply are (one receiver to each site):



- INAF Sardinia Radio Telescope – San Basilio (SU);
- INAF Radio Telescopio di Medicina (Bologna);
- INAF Radio Telescopio di Noto (Siracusa).

## 6.2. Lots.

The contracting authority has assessed that the non-division into lots does not constitute an obstacle to the access of micro, small and medium companies. This assessment is carried out in compliance with the EU rules of public procurement. The possible division into lots would entail a high technical risk, deriving from the adoption of different production lots or in adopting components with non-homogeneous performance characteristics between them.

## Art. 7. Lead time - Options and renewals

### 7.1. Lead time.

Delivery terms are set to **22 (twenty-two) months** from the date of the signature of the contract. The indicated delivery terms are not currently subject to extension and are bound to the maximum duration of the whole Project, which must not exceed **32 months** from the date of June 25, 2019.

This term includes the payment of all invoices.

### 7.2. Options and renewals.

*Awarding of complementary deliveries - options.* The contracting authority reserves the right, within the limits set by art. 63, paragraph 3 of the Code, to activate the option of entrusting the contractor with specific electronic and mechanical spare parts. All for an estimated total amount not exceeding 300,000.00 euro, net of VAT and / or other taxes and legal fees.

### 7.3. Changes to the contract

The procurement contract may be modified, without a new award procedure, pursuant to art. 106, paragraph 1, lett. a) of the Code, if within the three years from the signing of the contract and the activation of the options, a significant technological update has taken place and the products of the first supply have been replaced by products with improved technical performance. Any revision of the unit price of the product may not be 10% higher than the value of the first supply.

## Section 2 – Admission Rules and Participation in the Procedure

### Art. 8. Tenderers and conditions of participation

The economic operators, also established in Foreign Countries, can participate in the present tender in single or associated form, pursuant to art. 45 of the Code, provided they meet the requirements prescribed by the following articles.

The provisions of articles 47 and 48 of the Code apply to the associated economic operators.

It is **forbidden** for the economic operator:

- to participate in the tender in more than one temporary grouping or ordinary consortium of competitors or aggregation of companies adhering to the network contract (in the following also called “aggregation of network companies”).
- that participates by grouping or in a ordinary consortium of competitors to also participate individually.
- that participates in an aggregation of network companies to also participate individually. The network companies not participating in the tender may present an offer, for the same tender, in a single or associated form.

The consortia referred to in Article 45, paragraph 2, letters b) and c) of the Code are required to indicate, at the time of the offer, for which members the consortium competes; the latter are forbidden to participate in any other form in this tender. In case of violation, both the consortium and the consortium members are excluded from the tender; in case of non-compliance with this prohibition, article 353 of the penal code is applied.

In the case of consortia referred to in Article 45, paragraph 2, letters b) and c) of the Code, the consortium members designated by the consortium for the execution of the contract cannot indicate another subject for the execution.

Aggregations between companies adhering to the network contract pursuant to art. 45, paragraph 2 letter f) of the Code, must comply with the rules established for temporary groupings of companies as they are compatible. In particular:

1. **in the case in which the network has 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 agent, if in possession of 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;
2. **in the event that the network has a common body with representative power but no legal subjectivity (so-called network-contract)**, the aggregation of network companies participates through the common body, which will assume the role of agent, if he possesses the requisites foreseen for the agent and if the re-contract stipulates a mandate 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;

3. **in the event that the network has a common body with no power of representation or it is without a common body, or if the common body does not have the qualification requirements**, the aggregation of network companies participates in the form of the group formed or constituting, with full application of the relative rules (see ANAC determination No. 3 of April 23, 2013).

**For all types of networks**, joint participation in tenders must be identified in the network contract as one of the strategic purposes included in the joint program, while the duration of the same must be commensurate with the time required to complete the contract.

The role of principal / agent of a temporary grouping of companies can also be assumed by a consortium referred to in art. 45, paragraph 1, lett. b), c) or by a sub-association, in the form of an established joint venture or consortium or a combination of network companies.

To this end, if the network has a common body with power of representation (with or without legal subjectivity), this body will take on the role of agent of the sub-association; if, on the other hand, the network is endowed with a common body lacking 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 mandate pursuant to art. 48 paragraph 12 of the Code, giving evidence of the distribution of the participation shares.

## Art. 9. General requirements

The economic operators for which there are causes of exclusion pursuant to art. 80 of the Code are excluded from the tender. Furthermore, economic operators that have entrusted tasks in violation of art. 53, paragraph 16-ter of the 2001 Legislative Decree no. 165, are also excluded.

The economic operators with headquarters, residence or domicile in the countries included in the so known **black list** referred to in the decree of the Minister of Finance of 4 May 1999 and in 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 the authorization in course of validity issued pursuant to the Ministerial Decree December 14, 2010 of the Ministry of Economy and Finance pursuant to art. 37 of Legislative Decree no. 78 of 3 May 2010 in accordance with Law 122/2010 or of the authorization application presented pursuant to art. 1 paragraph 3 of the Ministerial Decree of December 14, 2010.

## Art. 10. Special requirements and means of proof

Tenderers, **under penalty of exclusion**, must meet the requirements set forth in the following paragraphs. The documents required by economic operators for demonstrating the requirements must normally be transmitted via AVCPass (web link provided further down) in accordance with the ANAC resolution n. 157 of 17 February 2016. Notwithstanding the aforementioned, in consideration of the use of an electronic platform for the exchange of communications, it is permissible to attach the documents when presenting the offer.

Pursuant to art. 59, paragraph 4, lett. b) of the Code, bids without the qualification required by the present specification will be excluded.

## Art. 11. Eligibility requirements

Bidders must enrol in the Chamber of Commerce, Industry, Arts and Crafts Registry of Companies. Foreign Companies must be registered in one of the professional or commercial Registries of their country of residence) and their corporate mission must include or at least be consistent with the object of the tender.

The bidders not established in Italy but in another European Member State or in one of the other foreign countries referred to in art. 83, paragraph 3 of the Code, must submit a sworn declaration in the manner established in the country in which the bidder headquarter is established.

## Art. 12. Requirements: economic and financial reliability

The results obtained by the contracting authority from the analysis of the reference market for the procurement object of this call, show that the know-how necessary to design, make and maintain the supply to be provided, it is owned by very few Companies / economic operators, some of which are international scientific Institutions with high levels of technological skills. The required economic and financial capacity must therefore be relevant and proportionate to the subject of the contract, taking into account the public interest in having the largest number of potential participants, also in order to favour the potential access by micro-enterprises and small and medium enterprises, and not excluding the international realities mentioned above. Economic operators will therefore have to demonstrate that they possess the requisites of economic capacity through the presentation, alternatively, of:

- The **financial turnover**, related to supplies (not necessarily similar to the one object of this tender) carried out in the period 2015-2017 equal to at least the value of the contract;
- the **annual account**, in the period 2015-2017, that highlights the relationships between assets and liabilities;
- an equivalent document required by current Italian Laws or required by regulations and/or by-laws, which is certified by a third party and allows the contracting authority to assess the capacity of the bidder to economically support the development/construction of the supply.

For Companies whose financial operations are less than three years, the financial turnover requirements must be referred to the period of activity.

The proof of the requirement can be provided pursuant to art. 86, paragraph 4 and all. XVII part I, of the Code.

Pursuant to art. 86, paragraph 4, of the Code, the economic operator that for well-motivated reasons cannot present the above listed documents, must prove the economic and financial capacity by any other document that would be evaluated as a suitable substitution by the contracting authority.

### Art. 13. Requirements: technical capability

It is mandatory that bidders demonstrate that in the period 2015-2017 they have built supplies similar to the one requested by the present tender. It is mandatory requested that the bidder has produced at least one cryogenic receiver of “technical complexity” similar to the object of the tender and operating above 20 GHz.

The economic operators (institutions/companies/consortia) shall demonstrate to possess the necessary technical know-how to successfully complete the three instruments within the assigned timescale (approximately 25 months from contract signature) and budget (maximum net of VAT 2.4 M).

The proof of the requirement is provided, in the case of a contract awarded by a public administrations or public bodies, by means of an original or certified copy of the certificates issued by the administration / contracting authority, with the indication of the object, the amount and the period of execution.

The proof of the requirement is provided, in the case of a contract awarded by private customers, by original or certified copy of the certificates issued by the private client, indicating the object, the amount and the period of execution.

The contracting authority automatically acquires the documents in the possession of public administrations, subject to the indication by the tenderer / economic operator of the indispensable elements for the retrieval of the information or the requested data.

The above described documentation, must also include a **company curriculum**, where the bidder highlights and presents documentation of **2 (two) executive solutions / designs**, carried out / realized in the last ten years in the scientific, technological and aerospace field, as owner of the assignment. The designs submitted must be representative of the capacity and technical merit of the bidder and must be by type and amount similar or superior to the technological activities to be carried out.

### Art. 14. Indications for Temporary Groups, ordinary consortia, aggregations of network companies, EEIGs.

The subjects referred to in art. 45 paragraph 2, lett. d), e), f) and g) of the Code must possess the requisites of participation in the terms indicated in the previous paragraph. To the aggregations of companies adhering to the network contract, to the ordinary consortia and to the EEIGs, the discipline envisaged for temporary groupings of companies is applied, insofar as it is compatible. In ordinary consortia, the consortium member that assumes the largest share of executive activities has the role of leader that must be assimilated to the agent. In the event that the representative / agent of a temporary grouping of companies is a sub-association, in the form of an established consortium or a grouping of network companies, the related requirements for participation are satisfied according to the same methods indicated for groupings.

The requirement relating to enrolling in the Chamber of Commerce, Industry, Arts and Crafts Registry of Companies must be owned by:

- a) each of the companies grouped, consortium members or EEIG;
- b) each of the companies participating in the network contract indicated as executors and by the network itself in the event that it has legal subjectivity.

The technical capacity requirement referred to in the previous article must be possessed at least by the group representative. The group representative or a single consortium member must in any case possess the requisite and perform the services in a majority way in a relative sense.

### **Art. 15. Indications for the Consortia of cooperatives and craft enterprises and the permanent Consortia**

Both the Consortium and their member which is proposed as supplier must be enrolled in the Chamber of Commerce, Industry, Arts and Crafts Registry of Companies.

The Consortia listed by art. 45 sub. 2 lett. b) must satisfy the economic and technical requirements.

The Consortia listed by art. 45 sub. 2 lett. c) can satisfy the economic and technical requirements also taking advantage of those owned by the member.

### **Art. 16. Availment**

Pursuant to art. 89 of the Code, the economic operator, single or associated, can demonstrate the possession of the requisites requested by taking advantage of the requirements of other subjects, including those participating in the grouping.

Availment is not permitted for the demonstration of general requirements and professional suitability.

Pursuant to art. 89, paragraph 1, of the Code, the reliance contract contains, under penalty of nullity, the specification of the requirements provided and the resources made available by the auxiliary. The tenderer and the auxiliary company are jointly and severally liable to the contracting authority in relation to the performance of the contract. The use of several auxiliaries is allowed. The auxiliary company cannot in turn make use of another economic operator.

Pursuant to art. 89, paragraph 7 of the Code, under penalty of exclusion, it is not allowed for the auxiliary to make use of more than one competitor and to participate in the tender both by the auxiliary company and by the company that makes use of the requirements. The auxiliary may assume the role of subcontractor within the limits of the requirements provided.

In the case of false declarations, the tenderer will be excluded and the guarantee will be enforced pursuant to art. 89, paragraph 1, without prejudice to the application of the art. 80, paragraph 12 of the Code. With the exception of cases in which false declarations exist, if for the auxiliary there are obligatory reasons for exclusion or where it does not satisfy the relevant selection criteria, the contracting authority imposes, pursuant to art. 89, paragraph 3 of the Code, to the tenderer to replace the auxiliary.

It is possible to remedy, by means of a special procedure, the non-production of the declaration of validity or the validation contract, on condition that the aforementioned elements are pre-existing and provable with documents of a certain date, prior to the deadline for submission of the offer. Failure to indicate the requirements and resources made available by the auxiliary company cannot be remedied as a cause of invalidity of the service contract.

## Art. 17. Subcontracts

The “Company” that will be awarded with the supply contract has to execute it.

However, subcontracting might be authorized according to art. 105 of the Code. In order to be able to subcontract, companies must preliminary list which part(s) of the offer that they intend to subcontract to third parties, within the maximum total amount of 40% of the contract value, pursuant to art. 105 of the Code.

Please note again that the subcontract is subject to the requirement of prior authorization from the contracting authority, and will be authorized only when:

- a) the subcontractor meets the requirements of article 80 of the Code;
- b) at the time of the offer, the parts of the service or supplies to be subcontracted have been indicated.

## Art. 18. Provisional guarantee / Bid Bond / Bank Guarantee

The bid bond, as defined by the art. 93 of the Code, will be equal to € **48.000,00**, corresponding to 2% of the tender value, Reduction of the due amount will be pursuant to art. 93, paragraph 7 of the Code.

Pursuant to art. 93, paragraph 6 of the Code, the bid bond covers the non-signing of the contract, after the award, due to any fact attributable to the contractor or to the adoption of disqualifying anti-mafia information issued pursuant to articles 84 and 91 of the d. lgs. 6 September 2011, n. 159. The non-proof of possession of the general and special requirements, for instance failure to produce the documentation required for the stipulation of the contract, are attributable to the assignee. Any exclusion from the tender prior to the award, except in the cases referred to in art. 89 paragraph 1 of the Code, will not involve the provisional guarantee.

The provisional guarantee covers, pursuant to art. 89, paragraph 1 of the Code, also false declarations made in the context of the availment.

It is possible to remedy the failure to present the provisional guarantee as part of the uploaded tender documents only if it was issued before the deadline for the submission of bids. Pursuant to art. 20 of Legislative Decree 82/2005, the electronic document will be accepted if the date and time of formation is in accordance with the technical rules on validation (e.g.: time stamp).

The submission of a bid bond of less value or without one or more of the characteristics indicated above (heading only to some participants in the Temporary Association, lack of mandatory clauses, etc.) can also be remedied.

## Art. 19. Preliminary site visit.

Evaluating the tender and the related supply, the contracting authority does not oblige the companies to carry out the inspection at the three INAF Radio Telescope sites (Medicina, Noto and Sardinia).



## Art. 20. Payment of the contribution in favour of ANAC (ANAC fee).

In compliance with the ANAC Resolution number 1174 of December 19, 2018 on “Implementation of the art. 1, paragraphs 65 and 67, of the law of 23 December 2005, n. 266” (“Resolution”), for the year 2019, the due **contribution** by the tenderer is:

Description	CIG	ANAC fee
Open procedure OR4 - VLBI	8010367BF4	€ 140,00

## Art. 21. Amendments to bidding documents

The deficiencies of any formal element of the Application, and in particular, the lack, the incompleteness and any other essential irregularity of the elements and of the ESPD (European Single Procurement Documentation) referred to in art. 85 of the Code, with the exclusion of those pertaining to the bid price and the technical offer, can be amended through the procedure pursuant to art. 83, paragraph 9 of the Code.

The essential irregularity can be amended if it is not accompanied by a substantial deficiency of the requirement for which the omitted or irregularly produced documentation was finalized. The subsequent correction or integration of documents will be allowed where it allows to certify the existence of pre-existing circumstances, ie requirements for participation and documents / elements accompanying the offer. Specifically, the following rules apply:

- failure to meet the prescribed requirements for participation cannot be remedied by means of preliminary investigation and determines the exclusion from the tender procedure;
- the omitted or incomplete and irregular submission of declarations about the possession of the participation requirements and any other lack, incompleteness or irregularity of the ESPD and of the application, including the underwriting defect, can be remedied, with the exception of false declarations;
- the failed production of the declaration of reliance or the related contract may be subject to the present procedure only if the aforementioned elements were pre-existing and provable with documents of a certain date prior to the deadline for submission of the offer;
- failure to submit elements accompanying the offer (eg provisional guarantee and commitment of the guarantor) or conditions of tender participation (eg special collective mandate or commitment to grant collective mandate), both relevant in the tender phase, can be remedied , only if pre-existing and provable with documents of a certain date, prior to the deadline for submission of the offer;
- failure to submit statements and / or elements accompanying the offer, which are relevant in the executive phase, can be remedied.

For the purposes of the procedure, the contracting authority will assign the competitor a deadline, not exceeding ten days, in order for the necessary declarations to be made, integrated or regularized, indicating the content and the subjects that must make them.

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

In the event of unnecessary expiry of the deadline, the contracting authority will exclude the competitor from the procedure.

Outside the hypotheses referred to in Article 83, paragraph 9 of the Code, the contracting authority is entitled, if necessary, to invite competitors to provide clarifications regarding the content of the certificates, documents and declarations presented.

## Section 3 – Presenting/Submitting offers

### Art. 22. How to sign and submit the tender documentation

Pursuant to articles 40 and 52 of the Code, communications and information exchanges within the tender procedures are performed using electronic means of communication. As already stated, the contracting authority will use the electronic platform made available by INAF through the CINECA Consortium, identified with the acronym "U-Buy". Take note of the U-Buy *internet website address where economic operators must register, logging-in and submit the bids*:

**<https://inaf.ubuy.cineca.it/PortaleAppalti/it/homepage.wp>**

#### Digital signature.

All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. The tender documents will be digitally signed through an electronic signature, in compliance with the specific requirements that will be given on the electronic platform used by the contracting authority. The documentation of the tenderer are also valid if, instead of signing them with a digital signature, are subscribed manually in paper form, scanned and accompanied with a copy of a valid identity document.

The digital signature can also be produced in the Pades-BES format. It is noted, however, that some economic operators based abroad do not manage to reproduce the digital signature according to this format. Participation in the tender by economic operators who can produce the digital signature according to other formats, such as the Pades-BASIC is therefore admitted. Conversely, the participation of economic operators that cannot produce the documentation with a digital signature format is not admissible.

### Art. 23. Tender procedure – Administrative documentation

Tenderers must transmit through the U-Buy e-procurement platform the whole set of documents mandatorily requested by the contracting authority. The bidders will be requested to load, by means of the U-Buy electronic platform, three set of documents:



1. **Administrative documentation.** With these documents, the bidders must demonstrate the compliance with the access requirements requested by the Code and the contracting authority. This set includes:
  - a. the Application form
  - b. the European Single Procurement Document
  - c. the Liability Act
  - d. the provisional Guarantee (bid bond)
  - e. the PASSOE receipt
  - f. the ANAC tax payment receipt
  - g. further attachments which might be needed in order to be fully compliant with the tender administrative rules
2. **Technical documentation.** Through these documents, the bidders will illustrate how their technical offer (goods and services) will match the best solution requested by the contracting authority. See below for details.
3. **Bid price.** This document will “basically” contain the Bid price, i.e. the “amount of money” that the bidder request in order to deliver the goods and provide the related services.

### Application Form

The application form is submitted, in stamped form (**€ 16,00**), using the form provided as attachment n. 2.

The bidder indicates whether the application is submitted as a single economic operator or in association with other economic operators.

In case of participation in RTI, ordinary consortium, aggregation of network companies, GEIE, the competitor provides the identification data (company name, fiscal code, registered office) and the role of each company (agent / agent leader / consortium member).

In the case of a consortium of cooperatives and craft enterprises or permanent consortium as per art. 45, paragraph 2 letter. b) and c) of the Code, the consortium lists the consortium member(s) on behalf of which it competes in the tender; if the consortium does not list for which consortium member(s) it competes it is understood that the consortium participates on its own account.

#### The Application Form will be signed:

- in the case of a temporary grouping or ordinary consortium constituted by the agent / leader;
- in the case of a temporary grouping or ordinary consortium not yet established, by all the subjects 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 envisaged for temporary groupings of companies, insofar as it is compatible. In particular:
  - o if the network has a common body with representative power and legal subjectivity, pursuant to art. 3, paragraph 4-quater, of Legislative Decree February 10th, 2009, n. 5, the request to participate must be signed by the sole economic operator who holds the function of common body;



- if the network has a common body with power of representation but is devoid of legal subjectivity, pursuant to art. 3, paragraph 4-quater, of Legislative Decree 10 February 2009, n. 5, the application for participation must be signed by the company that holds the functions of the common body as well as by each of the companies participating in the network contract participating in the tender;
- if the network has a common body lacking the power of representation or if the network does not have a common body, or if the common body lacks the qualification requisites required to take on the role of mandatary, the application for participation must be signed by the company belonging to the network that holds the status of agent, or, in the case of participation in the form of the group to be established, by each of the companies participating in the network contract that participates in the tender.

In the case of a consortium of cooperatives and craft enterprises or permanent consortium as per art. 45, paragraph 2 letter b) and c) of the Code, the Application is signed by the same consortium.

### **European Single Procurement Documentation (ESPD) (Italian DGUE)**

The ESPD, which also includes relevant ancillary statements, is submitted electronically using the form provided by the contracting authority as attachment n. 3. Bidders are warned that the ESPD must be submitted by:

- in the case of temporary groupings, ordinary consortia, EEIGs, all economic operators participating in the joint procedure;
- 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 permanent consortia, the consortium and the consortium members on whose behalf the consortium contributes.

### **Liability Act**

The Act must be submitted electronically using the form provided by the contracting authority as attachment n. 4. Bidders are invited to use the specific submission options listed in the ESPD paragraph.

### **PASSOE certificate**

In order to get the PASSOE certificate, **bidders must register** to the Italian National Anti-corruption Authority (ANAC) electronic platform, which can be accessed at

<http://www.anticorruzione.it/portal/public/classic/Servizi/ServiziOnline/AVCpass>

This electronic service is free of charge.

### **Provisional guarantee (art. 18, this document)**

Bidders may send, alternately:



- a scan of the original paper copy of the guarantee (together with a copy of an ID document of the signatory);
- a digital copy of the guarantee.

#### **ANAC fee (art. 20, this document)**

Bidders may send, alternately:

- a scan of the original paper copy of the receipt (together with a copy of an ID document of the signatory);
- a digital copy of the guarantee.

**Foreign bidders only:** it is possible to make the payment of the ANAC fee also by international bank transfer, to the bank account n. 4806788, opened at the Monte dei Paschi di Siena (IBAN: IT 771030 03200 0000 04806788 - BIC: PASCITMMROM) registered to the National Anti-Corruption Authority.

The purpose of the payment must only include the identification code for tax purposes used in the country of residence or headquarters of the participant (e.g. VAT number) and the CIG that identifies the procedure to which it intends to participate, as reported in art. 20 of this document.

#### **Specific further documentation**

The following items only apply to the specific bidder administrative status:

##### ***Temporary groups already established***

- authentic copy of the irrevocable collective mandate with representation conferred on the agent by public deed or authenticated private deed.
- statement indicating, pursuant to art. 48, co. 4 of the Code, that the service will be performed by the individual economic operators assembled or associated.

##### ***Ordinary consortia or EEIGs already established***

- deed of incorporation and statute of the consortium or EEIG, in certified copy, with indication of the designated subject as leader.
- statement indicating, pursuant to art. 48, co. 4 of the Code, the percentage that will be performed by the individual economic operators associated with it.

##### ***Temporary groupings or ordinary consortia or EEIGs not yet established.***

Statement attesting:

- the economic operator to whom, in the case of contract awarding, a special mandate will be conferred with representation or functions of the group leader;
- the commitment, if awarded, to comply with the regulations in force with regard to temporary groups or consortia or EEIGs pursuant to art. 48 paragraph 8 of the Code conferring special collective mandate with representation to the qualified company as agent that will stipulate the contract in the name and on behalf of the principals / consortium members;
- statement indicating, pursuant to art. 48, paragraph 4 of the Code, the percentage that will be carried out by the individual economic operators assembled or associated.

##### ***Aggregations of economic operators adhering to the network contract:***

*if the network has a common body with representative power and legal subjectivity*

- act digitally signed pursuant to art. 25 of Legislative Decree 82/2005, with indication of the common body acting on behalf of the network;
- declaration, signed by the legal representative of the common body, indicating for which companies the network competes;
- declaration indicating the percentage that will be performed by the individual economic operators aggregated in the network.

*if the network has a common body with power of representation but is devoid of legal subjectivity*

- act digitally signed pursuant to art. 25 of Legislative Decree 82/2005, bearing the irrevocable collective mandate with representation conferred on the mandatory company; if the network contract has been drawn up with a non-authenticated digital signature pursuant to art. 24 of Legislative Decree 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 authenticated private writing, also pursuant to art. 25 of Legislative Decree 82/2005;
- declaration indicating the percentage that will be performed by the individual economic operators aggregated in the network.

*if the network has a common body lacking the power of representation or if the network does not have a common body, or, if the joint body lacks the requisites of qualification required, it participates in the forms of the RTI constituted or constituting:*

- in the case of a temporary consortium: act digitally signed pursuant to art. 25 of Legislative Decree 82/2005 with attached the irrevocable collective mandate with representation conferred on the agent, indicating the person designated as the agent and the percentage that will be performed by the individual economic operators aggregated in the network; if the network contract has been drawn up with a non-authenticated digital signature pursuant to art. 24 of Legislative Decree 82/2005, the mandate must take the form of an authentic deed or private deed, also pursuant to art. 25 of Legislative Decree 82/2005;
- in the case of RTI constituting: act digitally signed in accordance with art. 25 of Legislative Decree 82/2005, with attached declarations, made by each competitor adhering to the network contract, attesting to:
  - o which competitor, if awarded, a special mandate will be conferred with representation or functions of the group leader;
  - o the commitment, if awarded, to comply with the regulations in force on temporary groupings;
  - o the percentage of supplies that will be performed by individual economic operators aggregated in the network.

The irrevocable collective mandate with representation may be conferred on the agent by private agreement.

If the network contract has been drawn up with a mere digital signature not authenticated pursuant to art. 24 of Legislative Decree 82/2005, the mandate must take the form of an authentic deed or private deed, also pursuant to art. 25 of Legislative Decree 82/2005.

The declarations referred to in this paragraph may be made or in the form of attachments to the Application.

## Art. 24. Tender procedure - Technical Bid - Content

The bidder must upload through the U-Buy portal an accurate and detailed technical report / description of the product offered, as requested by the contracting authority in the "Statement of Work" (SOW) document. The Report must also contain:

- An organization chart illustrating which and how many human resources will be involved in the supply, accompanied by the curriculum vitae of the staff listed by the aforementioned organization chart. This should allow the assessment of the actual availability of a team with adequate previous experience, competence, efficiency, experience and reliability, developed with the provision of supplies with characteristics similar to that required by the contracting authority, thus having the professional capacity as technical staff necessary to perform the contract with the high standard of quality and the timing of realization required by the INAF;
- A document that illustrates the technological infrastructures, installations and instrumentation used in the supply process, such as to allow the INAF to assess the actual infrastructural availability adequate to the high standard of quality and to the time frame required by the contracting authority;

The **technical offer** must have a maximum number of pages equal to **50 (fifty)**, body font 12 (excluding attachments / graphic schemes).

The selection Board will make its assessments based on the information included in the above mentioned Report submitted by the bidder. It is emphasized that the statements made in the technical offer will entail, in the event of failure to comply with the provision of the supply, the automatic application of the penalties. Further penalties might also be applied in case of termination of the contract.

## Art. 25. Tender procedure - Bid

The bidder will have to upload through the U-Buy portal its own **bid (offer)** for the supply of the products, in accordance with the minimum technical specifications expressed by the tender or with those proposed improvements with the technical offer.

The **economic offer**, pursuant to art. 95 paragraph 10 of the Code, must quote:

- the bidder's own labour costs;
- the bidder's charges concerning the fulfillment of health and safety provisions in the workplace.

**Important note.** specific attention must be paid to the definition of the cost of the items listed below, which must be explicitly estimated and indicated separately in the **economic offer**, so that such items can be recognized as eligible for reimbursement by the EU:

- charges for packaging
- installation
- conformity verification

- enrollment fees
- duties
- clearance charges.

The bid document, the “**economic offer**”, under penalty of exclusion, must be digitally signed, by using one of the above indicated methods for the subscription of the Application.

The bid amount that exceed the value of the tender will be discarded as inadmissible.

## Art. 26. Award criteria and scoring methods

The contract is awarded based on the most economically advantageous bid criterion identified on the basis of the best quality / price ratio.

### Award criteria - General

The evaluation of the technical and of the economic offers will use the following top scores:

	MAXIMUM SCORE
Technical Offer	90
Economic Offer	10
<b>TOTAL</b>	<b>100</b>

### Award criteria – Technical score, criteria and sub criteria

The score of the technical offer is attributed on the basis of the evaluation criteria and sub-criteria listed in the table below, with the relative distribution of the scores. If the total technical score, before the parameter adjustment/normalization, is **less than 30 (thirty) points**, the technical offer will be deemed inadequate to meet the needs of the contracting authority. The evaluation and attribution of the score will be carried out even if only one bid is submitted

ID	Criteria	Sub Criteria	Technical performance coefficient	Weight
1	Assessment of the technical offer (weight=36)	1.a) Validity of the electrical schemes and circuits proposed for the receiver	Points attributed according to the table reported in article 29	10
	Discretionary criteria	1.b) Reliability and quality of the electronic components selected for the receiver chain	Points attributed according to the table reported in article 29	10
		1.c) Details of the mechanical and electrical interfaces to the INAF radio telescopes	Points attributed according to the table reported in article 29	6



		1.d) Accuracy and completeness of the analysis of the expected electrical performance	Points attributed according to the table reported in article 29	10
2	Time-line (weight=4)	2.) Time-plan proposed to meet the finish the supply	If the duration is: • one month less than 25 months: 0.5 point • two or more months less than 25 months: 1 point	4
3	Warrant and spare parts (weight=20)	3.a) Extension of the warranty beyond the terms of law according to the following typologies: • Standard warrant: remote assistance from the supplier; purchase of the damaged components and replacement operated by the contracting authority; • Premium warrant: remote assistance and purchase of the damaged components from the supplier; replacement operated by the contracting authority	If the extension is: ** for standard warrant** • one year: 0.25 point • two years: 0.5 point • three years: 0.75 point • four or more years: 1 point  ** for premium warrant** • one year: 0.5 point • two or more years: 1 point	10
		3.b) Spare parts included in the offer: • 1 Low Noise Amplifier for each frequency band; • 1 system for the local oscillator generation; • 1 down-conversion system for each frequency band; • 1 noise generator for each frequency band.	• 3 additional LNA: 0.25 points; • 1 additional system for the local oscillator generation: 0.25 points; • 3 additional down-conversion systems: 0.25 points; • 3 additional noise generator: 0.25 points.	10
4	Quality of the documentation and manuals, electrical schemes, and maintenance procedures and performance	4.a) Clarity, authority and language correctness in the documentations, manuals and maintenance procedures	Points attributed according to the table reported in article 29	5
		4.b) Wealth of technical details and presence of graphics and figures in the documentations, manuals and maintenance procedures	Points attributed according to the table reported in article 29	5

	reports <sup>1</sup> (weight=15)  Discretionary criteria	4.d) Precision and accuracy in the electrical schemes and in the graphs of the receiver performance	Points attributed according to the table reported in article 29	5
5	Improved performance (weight=15)	5.a) Quasi-optic system: Insertion loss (dB)	For every 0.1 dB of improvement in each frequency band (up to 0.5 dB) 0.2 point	6
		5.b) Receiver noise tem- perature (Kelvin)	For every 1 Kelvin of improvement in each frequency band (up to 10 Kelvin) 0.1 point	6
		5.c) Output third-order in- tercept point (dBm)	For every 1 dBm of improvement in each frequency band (up to 10 dBm) 0.1 point	3

### Economic Offer – score attribution algorithm

The selection Board has a **10 points** score to assign to the bidder according to the bid price, which is obtained from the application of the discount offered with respect to the amount based on the tender. The economic score of the offer "a" will be calculated by associating a coefficient, which is bounded in the interval [0,1], **P(a)**, according to the following linear interpolation formula:

$$P(a) = \frac{R(a)}{R_{max}}$$

Where

- R(a) is the discount value (percentage) for the bidder "a";
- Rmax is the the maximum discount value offered

The score for the tenderer's economic offer "a", **E(a)**, will be computed as  $E(a) = 10 * P(a)$ .

### Method for computing the total score

The Board, once done the allocation of the coefficients to the qualitative elements (even if expressed in tabular form) and quantitative, will proceed, in relation to each offer, to the attribution of the scores for each single sub-criterion according to the aggregative-compensator method. The calculation of the total technical and economic score to be attributed to the individual bidders will therefore be made using the following formula:

<sup>1</sup> The selection Board will evaluate this criteria based on documentation and report produced by the competitor in previous supplies.

$$C(a) = \sum_{i=1}^n [W_i * V_{(a)i}] + E(a)$$

$V_{(a)i}$  is the technical performance coefficient, variable in the interval [0,1], of the tenderer's bid "a" with respect to the i-th sub-criterion (see previous criteria table). The calculation of  $V_{(a)i}$  is done according to a table criterion.

$W_i$  is the weight chosen by the contracting authority for each of the evaluation sub-criteria included in the technical score's table.

$C(a)$  is the total score, sum of the overall technical and economic score, obtained by the competitor "a", which defines the final ranking used for the award proposal.

## Section 4 – Evaluation of the offer.

### Art. 27. Tender operations - Eligibility and experience of the bidder

The contracting authority will preliminary analyse the actual administrative documentation submitted by the bidder, in order to check if the bidder owns the know-how and the professional / industrial capability needed to supply the object of the tender.

The date and location of the first "public" meeting will be available to the bidders through the U-Buy platform. The whole evaluation process will be fully electronic, so that the participation of the tenderers is not envisaged, allowing the computerized procedure to participate electronically in the tender operations, in full compliance with the principles of impartiality, publicity and transparency guaranteed by the electronic platform itself.

This first public session will be held by the Manager of the tender procedure (the Code says "Responsabile del procedimento" or shortly "**RUP**"), that may update at another time or in the following days, at the place, date and time that will be communicated to the bidders always by means of the U-Buy electronic platform. The contracting authority, solicited by the RUP proposal, will decide the admission and exclusion of the bidders at the next stage of the tender procedure.

The contracting authority will exclude the bidder:

- if the documentation is received after the deadline;
- if the documentation is not compliant with the requirements of the call for tenders;
- if the non-possession of one of the requirements is ascertained;
- if it is established that the competitor has made false declarations.

To the Bidders who will be successfully admitted to the further tender step, the Contracting authority will communicate the admission to the next step of the procedure.

### Art. 28. Tender operations – Selection Board

Pursuant to art. 77 of the Code, the technical and economic bidding will be evaluated by a Selection Board (therein also "Board").

The Board will be formed in compliance with the rules defined by the Director of the contracting authority, contained in the resolution 128/2018, or by a following Act which would be issued after the publication of this call for tender.

Therefore the contracting authority will select a list of six potential Board members; by public draw three of them are then appointed as final Board components.

If there is only one valid offer, the Board will have to proceed with the evaluation of the adequacy of the technical offer, assigning the scores in accordance with the arrangement illustrated above.

All the tender phases and the operations carried out by the Board will be recorded in specific minutes. Any exclusions will be carried out by the Director of the contracting authority, who will provide detailed justification.

### Art. 29. Tender operations – Evaluation of the technical offer

Once the administrative documentation is checked, the RUP delivers the documentation to the Board.

After informing the admitted bidders, the Board will “open” the digital envelopes of the technical offers in a “public session”, and will verify the electronic presence of the documents required by this Tender Specifications document.

In one or more private sessions, the Board will proceed with the examination and evaluation of the technical offers and the assignment of the relative scores by applying the criteria and the formulas listed above.

In order to homogenize the discretionary evaluation operations and improve the accountability of the motivation, the Board will proceed to express for each discretionary evaluation sub-criterion a synthetic judgment corresponding to one of five predetermined judgments. Each of these judgments, according to the shown evaluation grid, will automatically correspond to a mathematical coefficient, to be used for the actual attribution of scores.

EVALUATION	COEFFICIENT
<b>Level 5. Top level.</b> The proposal presents a mix of elements, specifications and conditions such as to guarantee high quality standards in the pursuit of aims, objectives and expected results defined with the tender documents.	1
<b>Level 4. More than adequate.</b> The proposal has elements, specifications and conditions that guarantee the achievement of a level that is more than adequate for what concerns finality, objectives and expected results defined with the tender documents	0.75
<b>Level 3. Partially Adequate.</b> The proposal has elements, specifications and conditions that appear to be partially adequate to guarantee the pursuit of objectives, objectives and expected results defined with the tender documents	0.5
<b>Level 2. Partially inadequate.</b> The proposal has elements, specifications and conditions that appear partially inadequate to guarantee the pursuit of objectives, objectives and expected results defined with the tender documents.	0.3

<p><b>Level 1. Totally inadequate.</b> The proposal appears totally inadequate for the pursuit of objectives, objectives and expected results defined with the tender documents</p>	0
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The definitive coefficient of each evaluation sub-criterion is given by the average of the coefficients assigned by each commissioner. The score assigned for each criterion is given by the product between the final coefficient and the score of the specific criterion. The overall score is given by the sum of the scores assigned to each criterion.

### Art. 30. Tender operations – Evaluation of the bid price

Once the technical offer has been evaluated, the Board will verify the uploaded documentation which should contain the bid price proposed. The Board will have **10 points** to assign to the bidder according to the bid price, resulting from the application of the discount offered with respect to the amount based on the tender, as per the algorithm shown before.

**Exclusion of a bidder.** The Board will inform the RUP / the contracting authority, proposing to exclude the bidder, whenever:

- will ascertain a failure to separate the economic offer from the technical offer, or the inclusion of elements concerning the bid price in documents which refer to administrative or technical steps;
- there would be a submission of partial, multiple, conditional, alternative and irregular offers, pursuant to art. 59, paragraph 3, lett. a) of the Code, as they do not respect the tender documents, including the technical specifications;
- presentation of inadmissible offers/bids, pursuant to art. 59, paragraph 4 letter. a) and c) of the Code, as the Board has deemed the information required by the Public Prosecutor for crimes of corruption or collusive phenomena to have existed;
- the bid price is higher than the value of the contract .

### Art. 31. Tender operations – Final Ranking

Once both technical and economic offer are evaluated, the Board will then proceed to compute the final numerical parameter for the formulation of the ranking, pursuant to art. 95, paragraph 9 of the Code. The above described aggregative-compensator method will be used.

In the event that the bids of two or more competitors get the same overall score, but different scores for the price and for all the other evaluation elements, the competitor who obtained the best technical score will be ranked first.

In the event that the bids of two or more competitors get the same overall score and the same partial scores for the price and the technical offer, a public draw will be held.

At the outcome of the aforementioned operations, the Board draws up the ranking list and transmits the deeds to the RUP.

## Art. 32. Tender operations – Evaluation of the offer / bid price anomaly

To the occurrence of the assumptions of the art. 97, paragraph 3, of the Code, and in any other case in which, on the basis of specific elements, the tender proposed as the successful bidder appears to have an abnormally low bid price, the contracting authority / RUP, using the technical support of the Board, assesses their congruity, reliability, sustainability and feasibility.

The RUP will proceed to verify the first best offer abnormally low. If this offer is found to be abnormal, the RUP will proceed in the same way with the subsequent offers, until the best offer deemed non-anomalous is found. The RUP has the right to proceed simultaneously with the verification of the adequacy of all abnormally low bids.

The RUP requests to the bidder that has submitted the potentially anomalous offer, to justify in writing, the motivation of the offer deemed anomalous. The RUP defines a deadline to receive the note from the bidder; the deadline should not be less than fifteen days from the receipt of the request sent by the contracting authority.

The RUP examines in a confidential session the explanations provided by the bidder and, if it deems them insufficient to exclude the anomaly, it can request, also through face-to-face meeting, further clarifications, assigning a maximum deadline for feedback.

The RUP excludes, pursuant to articles 59, paragraph 3 letter. c) and 97, paragraphs 5 and 6 of the Code, the offers which, based on the examination of the elements supplied with the explanations are, on the whole, unreliable and proceeds to formulate the award proposal for the first non-anomalous offer present in the ranking.

## Section 5 – Award phase

### Art. 33. Award - Checking over the reasons for exclusion

Based on the outcome of the final evaluation of the offers and after verification and approval of the award proposal submitted by the RUP, pursuant to the articles 32, paragraph 5 and 33, paragraph 1 of the Code, the contracting authority awards the contract.

If no offer would be suitable or appropriate in relation to the object of the contract, the contracting authority reserves the right not to proceed with the awarding pursuant to art. 95, paragraph 12 of the Code.

Pursuant to art. 32 co. 7 of the Code, the awarding becomes effective only after verification of the inexistence of the reasons for exclusion provided for by art. 80. In the event of a negative outcome of the checks, the contracting authority will proceed with the revocation of the award, the report to the National Anti-corruption Authority and the forfeiture of the guarantee. The contracting authority will, therefore, award the second on the list, proceeding also to the verifications in the terms indicated above.

## Art. 34. Award - Performance Bond / Guarantee

Pursuant to art. 103 of the Code, at the time of stipulating the contract the contractor must compulsorily establish a guarantee of a minimum amount equal to 10% of the net allotment price but in any case related to the percentage discounted, pursuant to the aforementioned art. 103 of the Code. Failure to provide the guarantee will result in the forfeiture of the award. The guarantee will be given through a bank or insurance policy, issued by an authorized institution, attached to the Ministerial Decree n. 123 of 2004, in compliance with the clauses set out in the standard model 1.2 attached to the aforementioned decree, supplemented by the explicit waiver clause pursuant to Article 1957, paragraph 2, of the Civil Code, in accordance with Article 103 of the Code with a duration of not less than six months beyond the deadline for completing the activities. The guarantee is presented in original form to the contracting authority before the formal submission of the contract.. The bank guarantee or the insurance policy must therefore be unconditional and expressly provide for the renunciation of the benefit of the preventive enforcement of the principal debtor and its operation within 15 days by simple written request of the contracting authority.

The deposit is presented to guarantee the exact fulfillment of all the obligations of the contract and the compensation for damages deriving from the possible non-fulfillment of the obligations in the phases of carrying out the contractual activities.

The Contracting authority has the right to avail itself of the bail for the possible greater expense, sustained for the execution of the contract, in the case of termination of the contract arranged to the detriment of the Contractor; he also has the right to use the deposit to pay the amount owed by the Successful Bidder for non-compliance resulting from the non-observance of the rules and provisions of collective agreements, laws and regulations on protection, insurance, assistance and security physical labour. The Contracting authority also has the right to use the security for the compensation of the penalty due in case of deviation of the company's time commitments with respect to the Technical Offer.

The Contracting authority has the right to ask the contractor for the reinstatement of the security if it has failed in whole or in part. The costs relating to the provision of the security and any reinstatement are the responsibility of the contractor.

The forfeiture of the security does not prejudice the further actions to which the non-fulfillment of the obligations assumed by the contractor may give rise to.

## Art. 35. Award – Signature of the Contract

The signing of the contract will take place within 60 days of the effectiveness of the award pursuant to art. 32, paragraph 8 of the Code: pursuant to art. 32 paragraph 9 of the Code, the contract cannot be signed thirty-five days after the dispatch of the last communications of the award.

Pursuant to art. 93, paragraphs 6 and 9 of the Code, the provisional guarantee will be released, to the contractor, automatically at the time of stipulation of the contract; to the other competitors, it will be released promptly and in any case within thirty days of notification of the awarding.

The contract will be signed electronically, by public administrative form.

The contract is subject to the obligations regarding the traceability of financial flows pursuant to Law 13 August 2010, n. 136.

In the cases referred to in art. 110 ("*substitution of the bidder*") paragraph 1 of the Code, the contracting authority progressively challenges the subjects that participated in the tender procedure, resulting from the relative ranking, in order to stipulate a new contract for the assignment of the execution or completion of the supply.

The successful bidder:

- will pay all contractual costs, tax charges such as taxes and fees - including registration fees where due - related to the stipulation of the contract.
- will reimburse to the contracting authority the costs for the mandatory publication of notices and calls for tender, within sixty days from the award, pursuant to art. 5 paragraph 2 of the Decree of the Ministry of Infrastructures and Transport, 2 December 2016, on "Definition of the general guidelines for the publication of notices and calls for tenders, pursuant to articles 70, 71 and 98 of the legislative decree 18 April 2016, n. 50."
- will notify the contracting authority, pursuant to art. 105, paragraph 2, of the Code, for each sub-contract, the amount and the subject of the same, as well as the name of the sub-contractor, before the beginning of the service / activity.
- will send to the contracting authority, before or at the time of signing the contract, the ongoing cooperation, service and / or supply contracts pursuant to art. 105, paragraph 3, lett. ca) of the Code.

### **Art. 36. Award - Starting activities before signing the contract**

Without prejudice to the provisions of art. 32 paragraph 7 of the Code regarding the effectiveness of the award, having taken note of the binding and strict timing of execution of the contract, the contracting authority, having assessed that the failure to immediately execute the service object of the tender would cause serious damage to the public interest which is destined to satisfy, including the loss of EU funding, believes that the conditions exist to start the execution of the contract urgently, pursuant to art. 32 paragraph 8 of the Code.

### **Art. 37. Change in the bid price**

The bid price is set as the maximum amount which can be paid by the contracting authority, and cannot be increased. That price will remain valid for not less than six months from the date of presentation of the offer.

### **Art. 38. Advance Payment**

Pursuant to art. 35 paragraph 18 of the Code, the contracting authority will grant, within fifteen days of the actual start of the activities, an advance payment, which is equal to the 20 percent of the value of the contract. The payment of the advance is subject to the constitution of a bank or insurance guarantee for an amount equal to the advance plus the legal interest rate applied to the period necessary for the recovery of the advance itself according

to the schedule of the activities. The aforementioned guarantee is issued by banking companies authorized pursuant to legislative decree 1 September 1993, n. 385, (Text of banking and credit laws) or insurance laws authorized to cover the risks to which the insurance refers and which meet the solvency requirements provided for by the laws governing their respective activities. The guarantee can also be issued by financial intermediaries registered in the list of financial intermediaries referred to in Article 106 of Legislative Decree 1 September 1993, n. 385. The amount of the guarantee is gradually and automatically reduced during the activities.

### **Art. 39. Intellectual property rights**

With the presentation of the offer, the bidder relieves the contracting authority of any responsibility and possible consequences deriving from the infringement of industrial and / or intellectual property rights committed with the execution of the contract. The contractor will finalize the contract awarded by supplying goods and services on which there are no private rights, by way of example and absolutely not exhaustive, rights to designs or models, patents or trademarks, trade names.

The contracting authority, without any further charges, is therefore recognized the set of rights of economic use and the intellectual property rights that the laws in force recognize to the author and to the owner of the copyright, however inherent, consequential or connected to the object of this tender procedure.

The system that is the subject of the supply will also remain of exclusive property of the INAF, for which the contractor cannot claim rights, for parts or for the whole of the goods supplied. The contractor also guarantees that the goods supplied do not contain hardware and / or software elements subject to exclusive rights and that they entail the establishment of a technical lock-in for the contracting authority and a consequent future constraint for its ordinary and extraordinary maintenance.

## **Section 6 – Execution Phase**

### **Art. 40. Payments**

The contracting authority will make the payment of the contractual fee according to the estimated timeline which can be found in the Statement of Work tender official document. Payments will be released following the authorization of the Director of contract execution as confirmed by the RUP, which is the actual Officer in charge of the procedure, upon presentation of an electronic invoice (this applies only to contractors having headquarters in Italy). The contractor may issue the invoice only upon explicit authorization by the Director of the execution of the contract or of the RUP.

The payment mandate may be issued only in the presence of a positive verification of the regular assessment in terms of contributions payment.

Pursuant to Legislative Decree 192/2012, the payment will be executed, in the presence of regular contributions, within thirty days from the date of acceptance of the (electronic) invoice.

Since the contracting authority is one of the public administrations subject to split payment, the contractor based in Italy must issue an invoice with the words "Operation subject to split payment with VAT not collected by the transferor pursuant to Article 17-ter of Presidential Decree 633/1972" and will collect only the taxable amount, while VAT will be paid to the Treasury by the same contracting authority, instead of to the supplier.

## Art. 41. Use of pictures, logos and images

It is **expressly forbidden** to the contractor, single or associated organizations according to the different methods allowed by the Code, including its subcontractors, the use of images and / or videos, with references to the contract awarded, for advertising purposes and / or marketing.

It is expressly forbidden, remaining excluded the possible obligations connected with the safety signs or other constraints imposed by normative disposals, to exhibit panels, banners, labels on elements, parts, buildings, facilities owned by INAF.

If the contractor wants to include images and / or photos and / or buildings and / or spaces belonging to INAF in his / her portfolio of activities it must request for use, also after the regular execution of the contract, express authorization to the contracting authority.

## Art. 42. Disputes – Defaults – Penalties

### 42.1. General - Penalties for breaches

If the contractor fails to comply with the obligations set forth in the SOW / Technical Specifications, it will incur penalties in the measure specified below, without prejudice, in any case, to the indemnification of further damage (Article 1382 of the Italian Civil Code).

### 42.2. Findings – Communications

Penalties will be applied and the relative amounts will be debited in accounting with the simple ascertainment of the RUP or its appointee, in the presence of the contractor or his appointee. If the Successful Bidder or his representative is not present, the notice of the RUP or its appointee will still be valid.

Communications of the RUP to the contractor, relating to the terms of application of the penalties, must be formalized by communication (contractor based in Italy) by certified electronic mail (PEC), as declared in the tender.

### 42.3. Charge of penalties

All the penalties listed below are accounted for as a deduction on the payment immediately following the event occurrence.

For each discrepancy in the execution of the contract with respect to the technical offer (a non-compliance of one among the specification settings) the contracting authority will apply a penalty of 0.2% (0.2 percent) of the awarded contract amount. Upon application of the aforementioned penalty, a formal warning will be issued by the RUP; whenever in the event of non-fulfilment, the contracting authority will, in the absence of a plausible justification, proceed to the dispute in writing of the detected irregularity/irregularities.

The total amount of the penalties cannot exceed 10% (ten percent) of the awarded contract amount; if the discrepancies lead to a penalty for an amount exceeding the aforementioned percentage, the article regarding the termination of the contract applies.

In the event of reiteration of the failure to comply with the aforementioned parameters for more than three times, the Contracting authority reserves the right to terminate the contract.

The application of the penalties does not affect the compensation for any damages or additional charges incurred by the contracting authority due to delays.

The other cases of termination of the contract envisaged by current legislation and not covered here remain unaffected.

The penalties are cumulative.

#### **42.4. Payments to subcontractors**

If the contractor entrusts the subcontracted services and fails to transmit within 20 days to the contracting authority the documentation of the payment made to the subcontractors, a penalty of 100.00 (one hundred) euros will be applied for each day and each subcontractor, which will be excused from the final deposit.

### **Art. 43. Withdrawal by the Administration for reasons of public interest**

The contracting authority may unilaterally withdraw, for reasons of public interest, from the contract that will be stipulated, even if the activities have started. In this case, notwithstanding the art. 1671 of the Civil Code, the contractor will have the right to receive only the fraction of the awarded contract amount related to the services performed up to the moment of the communication of the withdrawal. The communication of the withdrawal will be formalized by registered letter with acknowledgment of receipt by observing a notice of at least thirty calendar days. In such an event, the contracting authority will give up any claim of compensation or reimbursement.

### **Art. 44. Bankruptcy of the contractor**

In case of bankruptcy of the contractor, the contracting authority will may refer and make use of the procedure envisaged by the art. 110 of the Code.

### **Art. 45. Termination of the contract**

#### **Automatic resolution**

The contracting authority may proceed to declare the automatic termination of the contract pursuant to art. 1456 of the Civil Code by communication via electronic certified mail PEC (or corporate e-mail) without formal notice or without the intervention of a Judge, and without prejudice, however, to the penalties to be imposed and all liability arising for the company, also if only one of the following cases occurs:

1. non-correspondence of the services to the technical specifications required by the tender or improved with the technical offer presented by the contractor;
2. for repeated non-compliance and contractual violations;
3. in cases of fraud, gross negligence in the performance of contractual obligations by the company or failure to reinstate the performance bond, if required;
4. in the event of termination of the company, cessation of activity, arrangement with creditors, bankruptcy or moratorium status;
5. in the event of death of the owner of the contractor, when the consideration of the contracting authority is a qualifying reason for the contract award;
6. in the event of death of some of the shareholders in companies set up in a de-facto or collective name; or of one of the general partners in limited partnerships, when in the judgment of the contracting authority is a qualifying reason for the contract award;
7. in case the contractor merges with another economic operator after contract award, when the contracting authority does not want to continue its contractual relationship with the new economic operator;
8. non-fulfilment of the provisions of the RUP for the correct execution of activities within the times and methods described in the tender documents;
9. non-compliance with the law on accident prevention, occupational safety, mandatory insurance for operators, failure to comply with safety regulations in the workplace or product safety regulations;
10. subcontracting or even partial transfer of the contract out of the cases not expressly permitted by the present specification or by the current legislation;

### **Irregularities - Delays**

Any delays in the contract, with respect to the final timeline exceeding 30 (thirty) consecutive natural days will determine the termination of the contract, at the discretion of the contracting authority and without obligation of further motivation, pursuant to article 110 of the Code.

The termination of the contract will be applied after sending the formal notice to the contractor following a face-to-face meeting.

### **Art. 46. Execution in damage**

Pursuant to art. 1456 of the Civil Code, the contracting authority has the right to terminate the contract by means of a registered letter without need of formal notice and without the intervention of a Judge.

### **Effects and consequences**

With the termination of the contract, the Contracting authority is entitled to conclude the contract with third parties for the execution in damage of the defaulting Company.

If the contractor is in breach of any provision of the contract it will be notified, according to the agreed procedure. In this case, the defaulting contractor will be charged all the additional expenses incurred by the contracting authority by withdrawing that additional amount from the performance bond.

The non-complying Company is notified in the prescribed form the assignment to third parties and a copy of the contract of assignment to another company is transmitted or, if no formal contract is stipulated, a copy of the formal act of entrusting the service to another Company.

The execution in damage does not exempt the defaulting Company from the civil responsibilities in which it incurs according to the law or contract for the facts that motivated the resolution. In the event of contractual termination, the Contracting authority, in addition to the application of the penalties provided, proceeds to forfeit the bail given, to the possible enforcement of damages, including the compensation for any further damages and any reporting to the competent Authorities.

#### **Art. 47. Express termination clause**

Pursuant to art. 1456 cc, it is expressly agreed, and will be stipulated in this sense, that the contract will be terminated, on a simple unilateral act by the contracting authority, in the event that the contract is delivered in advance and subsequently communicated by a Public Administration certifying the existence of a reason for exclusion pursuant to art. 80 of the Code. In this case the contractor will have the right to receive only the fraction of the awarded contract amount related to the services performed up to the moment of the communication of the withdrawal.

#### **Art. 48. Definition of disputes – Place of jurisdiction / Competent Court**

Disputes that may arise in connection with the interpretation and execution of the contract will be devolved to the ordinary judicial authority. In the event of a dispute, if the contractor wishes to take proceedings against INAF or if INAF wishes to take proceedings against the contractor, it should do so under the laws of Italy and through the Italian Court of Cagliari.

#### **Art. 49. Appeals procedures**

Any appeals in Court may be submitted, within 30 (thirty) days from the day in which the deed was fully known, to the Regional Administrative Court of Sardinia, via Sassari 17, I-090124 Cagliari, tel. +39 070 679751, according to the terms and conditions provided for the exclusion or award.

#### **Art. 50. Confidentiality of information – Processing of personal data**

1. Pursuant to article 13 of the "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 concerning the protection of physical persons with regard to the processing of personal data, as well as the free circulation of such data,



and repealing Directive 95/46 / EC", also known as the "General Regulation on Data Protection", as a data controller, the INAF informs that the processing of personal data provided by the representatives of the Companies that will apply for participation in this tender procedure, or in any case acquired for this purpose by the INAF, is aimed solely at the completion of the tender activities and will be carried out by the persons in charge of the procedure, also by the selection committee, at the INAF. In relation to the aforementioned purposes, the provision of such data is necessary to verify the participation requirements and the failure to indicate it may preclude such verification.

2. The processing will take place with the use of computerized procedures, in the ways and within the limits necessary to pursue the aforementioned purposes, also in the event of any communication to third parties. The data may also be processed through the use of the "Google Drive" electronic platform of the company Google LLC, which, as a provider of IT services for the benefit of the INAF, has been identified as data controller, pursuant to Article 28 of the General Data Protection Regulation.
3. Data will be kept for the time strictly necessary for the completion of the tender activities, for the duration of the contractual relationship and, subsequently, for the time in which the INAF is subject to conservation obligations.
4. To the interested parties are recognized the rights referred to in articles 15 and following of the "General Regulation on Data Protection" and, in particular, the right to access their personal data, to request their correction, deletion, limitation of the treatment, as well as to oppose the processing, which may be exercised by sending a request to the INAF, in the manner defined in next paragraph.
5. Rights listed above may take place, without any formality, by sending a request to the Head of Data Protection of the National Institute of Astrophysics:
  - a) by registered letter with acknowledgment of receipt to the address: Viale del Parco Mellini, 84 - 00136 Rome;
  - b) by e-mail sent to the following address: [rpd@inaf.it](mailto:rpd@inaf.it);
  - c) by certified e-mail sent to the following address: [rpd-inaf@legalmail.it](mailto:rpd-inaf@legalmail.it).
6. People who consider that the processing of personal data referring to them is in violation of the provisions of the Regulations have the right to lodge a complaint with the Guarantor for the protection of personal data, as envisaged by art. 77 of the same Regulation, or to take the appropriate judicial seats (art. 79 of the Regulation).