

Centro Nazionale HPC, Big Data e Quantum Computing

Missione 4, Componente 2, Investimento 1.4

Codice progetto MUR: CN_00000013 - CUP: E63C22000980007 – Spoke 10



UNIVERSITÀ DEGLI STUDI DI NAPOLI FEDERICO II - DIPARTIMENTO DI

FISICA “ETTORE PANCINI”

ADMINISTRATIVE TECHNICAL SPECIFICATIONS

Supply of cryogenic electronic components for the Quantum Computing Lab within the research project National Center HPC, Big Data and Quantum Computing, Mission 4, Component 2, Investment 1.4, MUR project code: CN_00000013 - CUP: E63C22000980007.

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ART. 1

OBJECT OF THE CONTRACT AND PLACE OF DELIVERY

Supply of cryogenic electronic components for the Quantum Computing Lab, aimed at guaranteeing the measurements and the characterization of superconducting quantum bits, whose functional technical characteristics are detailed in the following Art. 3, within the research project of the National Center for HPC, Big Data and Quantum Computing. This contract is financed under the PNRR - Mission 4, Component 2, Investment 1.4, MUR project code: CN_00000013 - CUP: E63C22000980007, short name of the project "ICSC".

The supply includes: accessories for installing the devices, transport, and anything else necessary to allow the supply to be carried out in a workmanlike manner in the destination environments.

The instrumentation covered by these Specifications must be delivered, installed and checked for correct execution at the headquarters of the Physics Department - University Campus of Monte Sant'Angelo, Building 6, Via Cintia - 80126 - Naples.

ART. 2

AMOUNT OF THE SUPPLY - DISCIPLINE OF THE SUPPLY

The basic auction amount of the supply is € 200,000.00 plus 22% VAT (equal to € 44,000.00 for a total of € 244,000.00), charges for safety from interfering risks equal to zero.

The amount of the supply is to be understood as including the guarantee indicated in the offer and all additional services.

This contract is regulated:

- 1) by the provisions of these Administrative - Technical Specifications;
- 2) from the Public Contracts Code, issued with Legislative Decree 36/2023 and subsequent amendments and by law 120/2020 converting Legislative Decree 76 of 07/16/2016;
- 3) the Guidelines issued by the Anac;
- 4) by Law 190/2012 and subsequent amendments;
- 5) by the rules on the traceability of financial flows pursuant to Law 13 August 2010, n. 136;
- 6) the provisions of the current University Regulations for Administration, Finance and

Accounting;

- 7) from the current Three-year Corruption Prevention and Transparency Plan of the University;
- 8) from the D.P.R. 62 of 16 April 2013 containing the "National Code of Conduct for Public Employees";
- 9) the current University Code of Conduct;
- 10) from the provisions contained in the Legality Protocol of the Prefecture of Naples, to which the University adhered on 29.12.2009.
- 11) by the Decree of the Minister of Economy and Finance of 6 August 2021 relating to the allocation of resources in favor of each Administration responsible for the PNRR interventions and corresponding milestones and targets;
- 12) from Article 1, paragraph 1042 of the law of 30 December 2020, n. 178 pursuant to which with one or more decrees of the Minister of Economy and Finance the administrative accounting procedures for the management of the resources referred to in paragraphs 1037 to 1050 are established, as well as the methods of reporting on the management of the Fund referred to in paragraph 1037;
- 13) from Article 1, paragraph 1043, second sentence of the law of 30 December 2020, n. 178, pursuant to which, in order to support the management, monitoring, reporting and control activities of the components of the Next Generation EU, the Ministry of Economy and Finance - Department of State General Accounting develops and makes available a specific computer system;
- 14) from MEF Circular 29 June 2022, n. 27 which defines the monitoring obligations for PNRR interventions
- 15) from Article 17 of EU Regulation 2020/852 which defines the environmental objectives, including the principle of not causing significant damage (DNSH, "Do no significant harm"), and EU Commission Communication 2021/C 58/01 containing "Technical guidelines on the application of the principle <do not cause significant harm> pursuant to the regulation on the

recovery and resilience facility”;

- 16) by the transversal principles envisaged by the PNRR, such as, among other things, the principle of contributing to the climate and digital objective (so-called tagging), the principle of gender equality and the obligation to protect and enhance young people;
- 17) the obligations to ensure the achievement of targets and milestones and the financial objectives established in the PNRR.

ART. 3

TECHNICAL SPECIFICATIONS OF THE EQUIPMENT

The instrumentation object of the contract must have the minimum technical characteristics indicated in the Technical Specifications.

Electronic devices must be supplied with paper and computerized technical specifications.

The contractor must undertake to provide any updates for no less than 5 years starting from the date of the verification of regular execution with a positive outcome and without additional costs.

The supply must include a guarantee, specifying the period and conditions of the guarantee itself.

The material supplied must be brand new and "state of the art" for current technology, with the possibility of possible future implementations and upgrades.

The supply must also be equipped with all the necessary accessories, even if not detectable from these technical specifications, to give the same supply finished and perfectly functional, according to the best and most recent technology.

The supply must be installed not only according to the provisions of these Specifications, but also according to good workmanship, meaning by this denomination the observance of all the more or less codified rules of correct execution of the works.

Without prejudice to the minimum specifications described above, the instrumentation acquired

by the contractor will include the improvements and optional features proposed by the contractor in the offer.

ART. 4
TERM OF EXECUTION OF THE SUPPLY

The supply covered by this procedure must be delivered and made operational at the complete expense of the successful tenderer, under the coordination of the Procedure Manager (RUP) and the technical staff of the Quantum Computing Laboratory of the University of Naples Federico II object of the supply and in order to satisfy all the specifications of these Specifications.

The delivery of the supply and the installation must be carried out within the term indicated in the table, starting from the date of stipulation of the contract or from the report of advance execution of the supply, except for a more advantageous delivery term offered by the manufacturer in the time offer.

Delivery term
120 days

The term may be extended for a maximum of 60 days, upon justified request.

The delivery and installation of the supply are inclusive of all charges relating to packaging, transport, portorage, delivery "to the floor", installation, removal of the packaging and any other instrumental activity.

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

ART. 5
PENALTIES

In case of unjustified delay in the execution of the supply by the supplier, a penalty commensurate with the days of delay will be applied.

The daily penalty is equal to 1 per thousand of the net contractual amount.

The penalties cannot in any case exceed, overall, 10 percent of said net contractual amount.

The Contractor must pay the amount of the penalty imposed by the Administration within the term

indicated in the notice of imposition of the same. In the event of non-payment of the amount due, the Administration will withhold the amount corresponding to the amount of the penalty from the first available invoice, without any formal notice or will enforce the definitive guarantee for the relative amount, with the supplier's obligation proceed to the relative reinstatement within the deadline prescribed by the administration.

ART. 6

CHECK FOR REGULAR EXECUTION

The verification of the regular execution of the supply will be carried out by the Procedure Manager and the other appointed components and is aimed at ascertaining the perfect functionality of the equipment covered by the contract in accordance with the provisions of these Specifications.

ART. 7

EQUIPMENT WARRANTY

The instrumentation object of the supply must be guaranteed according to the provisions of the law in force. The guarantee provided by the contractor must cover a period of at least 24 (twenty-four) months from the date of the positive verification of regular execution of the supply, according to the combined provisions of Legislative Decree 170 of 2021 and EU Directive 2019/771. This warranty must include repairs or replacements of parts necessary for the optimal functioning of the supply.

ART. 8

FINAL WARRANTY

Before signing the contract, the supplier must provide the definitive guarantee pursuant to art. 53, of Legislative Decree 31 March 2023, n. 36, at his/her choice in the form of a deposit or surety, in the manner indicated in art. 106 of the aforementioned decree, for an amount equal to 2% of the contractual amount. Where the definitive guarantee is presented in the form of a guarantee, it must be signed with a signature authenticated by a notary or public official; by the authentication carried out by the notary or by a separate declaration in lieu of an affidavit, made by the subscriber pursuant to art. 47 and 76 of Presidential Decree 445/2000, the power to bind the guarantor must be held by the subscriber himself.

This surety must include the following:

- to waive the six-month term provided for in paragraph 1, art. 1957 civil code;
- to waive the preventive enforcement of the principal debtor;
- the operation of the guarantee within 15 days upon simple written request from the Administration.

In any case, the University has the right to ask the foster company to reinstate the deposit if it is lost in whole or in part.

The Administration may enforce the guarantee, as well as in the hypothesis referred to in article 4 above, also in the event of termination of the contract, without prejudice to compensation for any further damage. In any case, for anything not expressly provided for, the provisions of art. 106 of Legislative Decree 36/2023.

ART. 9

RESPONSIBLE FOR THE PROCEDURE

The activities relating to the planning, design, assignment and execution phases of this contract, as identified by the current regulatory framework, as well as by the ANAC Guidelines n. 3 containing "Appointment, role and duties of the Sole Manager of the Procedure for the award of contracts and concessions", are carried out by the Manager of the Procedure, in the person of Dr. Fabio Vigliotta, fabio.vigliotta@unina.it, fabio.vigliotta@personalepec.unina.it, who will also use a support office.

ART. 10

BILLING AND PAYMENTS

With regard to invoicing and payments, the provisions of Ministerial Decree no. 55 of 3 April 2013, which entered into force on 6 June 2013, which established the starting date of the obligations to use electronic invoicing in economic relations with the Public Administration pursuant to Law 244/2007, art.1, paragraphs 209 to 214.

Therefore, in the light of these provisions, the successful tenderer:

- a) shall issue an electronic invoice, indicating the Univocal Office Identification Code indicated in the contract and the CIG, only after having received notification of the positive test. In order to speed up

the aforementioned assessment, the company may issue a pro forma invoice to be sent to the Sole Supervisor of the Procedure; please note that the electronic invoice will be refused by the University itself if it was issued by the company in the absence of the aforementioned prior communication from the Procedure Manager;

b) having received the electronic invoice issued by the company, the competent University structure will carry out the consequential obligations;

c) the payment term is 30 days, starting from the date of receipt of the invoice by the competent accounting offices.

Payments will be made exclusively by crediting a bank or postal current account, or with other payment instruments suitable for allowing full traceability of transactions. The contractor who owns these accounts must communicate the identification details of the latter to the University, at his/her expense, in compliance with the provisions of art. 3 of Law no. 136/2010 and subsequent mod., expressly exempting the Administration from any liability for payments made in the aforementioned manner.

The aforementioned payments to the supplier will be made only following the effective availability of credits by the financing body and therefore will be subject to the aforementioned credits. Therefore, for the purpose of calculating the time for the commencement of any interest due to late payment, due to temporary depletion of the financial supply referred to above, the days elapsing between the date of the request to the institution disbursing the loan and the receipt of the relevant accreditation will not be taken into account.

ART. 11

SAFETY

Taking into account that the contract concerns the supply of cryogenic electronic components, with an installation time equal to or less than 2 man/days, in accordance with the addresses received from the competent Prevention and Safety Department, it is not necessary the elaboration of the DUVRI. However, the supplier is required to take all necessary precautions to ensure full compliance with current legislation on safety in the workplace and to evaluate, before starting the contract, the existence of further and/or different interference risks not already foreseen, which, if detected, must be brought to

the attention of the Administration for the purpose of any subsequent drafting of the DUVRI.

However, the supplier is required to take all necessary precautions to ensure full compliance with current legislation on safety in the workplace and to evaluate, before starting the contract, the existence of further and/or different interference risks not already foreseen which, if detected, must be brought to the attention of the Administration for the purpose of any subsequent drafting of the DUVRI.

ART. 12

RESOLUTION

Without prejudice to the causes of termination provided for by the current regulatory framework, including by art. 122 of Legislative Decree 36/2023, the Administration may proceed with the termination of the contract pursuant to Article 1456 of the Civil Code (express termination clause) in the following cases:

- a) repeated breaches involving the application of penalties in excess of the percentages referred to in art. 4 of these specifications;
- b) violation of the prohibition to transfer the contract;
- c) repeated and serious violation of the obligations set forth in these specifications by the supplier;
- d) in the event of failure to use bank or postal transfers or other instruments suitable for allowing full traceability of financial transactions;
- e) cancellation of the award following a judicial order;
- f) violation of the obligations deriving from the National and University Codes of Conduct;
- g) non-compliance with the provisions of the Legality Protocol;
- h) in the event that a definitive measure has taken place which provides, against the contractor company, for the application of one or more prevention measures pursuant to the anti-mafia law code and the related prevention measures, or a sentence has been passed of final conviction for the crimes referred to in article 94 of Legislative Decree 36/2023;
- i) for manifest incapacity, bad performance and serious inefficiencies in the execution of the supply;

Furthermore, the Customer may proceed with the termination of the contract pursuant to art.1456 of the civil code (express termination clause) in the following cases:

- failed and/or delayed delivery and installation beyond the terms established by art. 3 of this contract;
- violation of the equipment warranty regulations;
- non-acceptance of the supply for testing.

In all the aforementioned hypotheses, the University will proceed to forfeit the entire amount of the definitive guarantee, by way of lump-sum compensation for damages, without prejudice to the right to proceed against the assignee for all consequent charges deriving from the termination of the contract, including the higher contractual costs possibly incurred by the University and consequent to those deriving from the new contractual relationship.

ART. 13

WITHDRAWAL

The art. 123 of Legislative Decree 36/2023 and subsequent amendments

ART. 14

PROHIBITION ASSIGNMENT OF THE CONTRACT AND ASSIGNMENT OF CREDITS

The assignment of the contract in any form is prohibited; any contrary act is null and void. The assignment of credits is permitted under the conditions set out in art. 204 of Legislative Decree 36/2023.

ART. 15

DOMICILE ELECTION

The contractor undertakes to communicate his legal domicile to which the University Administration may send, serve, communicate any judicial or extrajudicial document relating to the contractual relationship in progress, with express exemption of the University Administration from any charge in relation to any non-delivery not attributable to it.

ART. 16

CONTRACT EXPENSES

All expenses inherent and consequent to the signing of the contract are borne by the contractor.

ART. 17

LIABILITY TO THIRD PARTIES

The contractor is solely responsible for all damages to public or private administrations or to third parties that in any case arise during the various phases of completion of the supply, exempting the contracting administration and surveillance personnel from all civil and criminal liability.

ART. 18

DATA PROCESSING

Information pursuant to article 13 of Regulation (EU) 679/2016 laying down rules on the processing of personal data. The data collected with this form are processed for the purposes of the procedure for which they are issued and will be used exclusively for this purpose and, in any case, within the institutional activities of the University of Naples Federico II. The interested party has the rights referred to in articles 15-22 of the EU Regulation.

The data controller is the University, in the persons of the Rector and the Director General, in relation to the specific skills. To contact the owner, you can send an e-mail to the following address: ateneo@pec.unina.it; or to the Data Protection Officer: rdp@unina.it; PEC rdp@pec.unina.it.

Complete information relating to the processing of personal data collected is given on the University website: <http://www.unina.it/ateneo/statuto-e-normativa/privacy>.

ART. 19

JURISDICTION

The exclusive jurisdiction for any disputes is that of Naples, the registered office of the University of Naples Federico II.