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**Open tender for the provision of innovative IT services for the rapid detection of multidrug-resistant microorganisms and intelligent management and control of antibiotic resistance**

# **SPECIFICATIONS**

## Summary

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## **ARTICLE 1 SUBJECT OF THE CONTRACT**

The subject of the contract is the supply of integrated computer services for the rapid detection of multidrug-resistant microorganisms and for the intelligent management and control of antibiotic resistance, at the Department of Public Health of the University of Naples "Federico II", in patients admitted to certain wards of the AOU Federico II. The technical description of which is contained in the attached "Technical Elaborate" enclosed with these specifications.

As specified in the enclosed Technical Data Sheet, the scope of supply of this tender is to implement and maintain an integral solution for the rapid screening and/or detection of community and certain care-related infections and support through a guided pathway for healthcare professionals to optimise prescription and prevent, control infections and reduce unnecessary antibiotic prescription.

The IT solution, the subject of these specifications, must be supplied complete with everything necessary for its operation. The supply must include, where necessary, all the latest-generation hardware and software components available on the market for instruments of the same class, in order to offer performance to meet the requirements of the project.

The supply must also be equipped with all the necessary accessories, even if not detectable in these Specifications, to make the supply finished and perfectly functional, according to the best and latest technology.

All materials, appliances and equipment supplied must be of the highest quality, manufactured to a high standard and corresponding to the service for which they are intended. The systems shall be certified in accordance with current standards.

The supply shall be installed in a workmanlike manner and according to the prescriptions of these Tender Specifications, supplemented, if necessary, by the indications specifically provided by the Project Manager. The following are included in the supply: transport, loading, unloading, portage services and anything else necessary to allow the supply to be carried out in a workmanlike manner in the destination environments.

The tender is by measure.

## **ARTICLE 2 CONTRACT REGULATIONS**

This contract is regulated:

- the provisions of these Tender Specifications;
- by the Public Contracts Code, enacted by legislative decree no. 36/2023 ss.mm.ii. (hereinafter referred to as the "Code");

- by the rules on traceability of financial flows set out in Law No. 136 of 13 August 2010;
- the provisions of the current University Regulation for Administration, Finance and Accounting;
- by the current PIAO approved by Board of Directors Resolution No. 82 of 29/06/2022, which includes the University's Three-Year Corruption Prevention and Transparency Plan;
- by Presidential Decree No. 81 / 2023 containing the 'National Code of Conduct for Public Servants';
- by the current Code of Conduct of the University, enclosed in the current PIAO approved by Board Resolution no. 82 of 29/06/2022;
- the provisions contained in the Legality Protocol Protocol of Understanding on legality and the prevention of criminal infiltration attempts in the legal economy of the Prefecture of Naples, to which the University adhered on 10/12/2021;
- any other applicable provisions - including those concerning social insurance and collective labour agreements - applicable to the supply in question.

### **ARTICLE 3 TERM OF PERFORMANCE OF THE SUPPLY**

The subject matter of the contract shall be for a period of at least 18 months, starting from the signing of the contract or from the service start-up report pursuant to Art. 17(8) and 50(6) of Legislative Decree No. 36/2023. The performance of the contract shall include a three (3) phase monitoring process, as described in Section 5 of the Technical Document:

**Phase 1: "Change Management, On-site Adaptation and Acceptance Testing"** provides for the installation, integration with the hospital's IT systems, conformity and acceptance testing of the equipment in this specification, which must be performed no later than six (6) natural and consecutive months after the conclusion of the contract. The term is intended to include all activities, not only the "delivery" of the equipment, but also its installation, configuration, start-up.

**Phase 2: "Execution"** From month seven (7) from the conclusion of the contract to month twelve (12), the RaDAR solution will start to operate in the daily routine of the AOU Federico II. At month twelve (12), the supplier shall provide an "Interim Results Report" to be approved by the RUP on behalf of the RaDAR project monitoring team.

**Phase 3: "Execution and End of Project"**. From month thirteen (13) from the conclusion of the contract to month eighteen (18) the solution will continue to operate in the daily routine of the AOU Federico II and will then be decommissioned. At month seventeen (17), the supplier shall provide a

"Final Results Report" to be approved by the RUP on behalf of the RaDAR project monitoring team.

#### **ART. 4 PENALTIES**

In the event of unjustified delay in the performance of the supply by the supplier, a penalty commensurate with the number of days of delay shall be imposed.

The daily penalty is 0.5 per mille of the net contract amount.

However, penalties may not exceed, in the aggregate, 10 per cent of the net contractual amount.

The Contractor must pay the amount of the penalty imposed by the Contracting Authority within the term indicated in the notice imposing the penalty. In the event of non-payment of the amount due, the Administration will withhold the amount corresponding to the penalty from the first useful invoice, without any formal notice, or will enforce the definitive guarantee for the relative amount, with the obligation of the Contractor to reinstate it within the term prescribed by the Administration.

#### **ARTICLE 5 VERIFICATION OF CONFORMITY**

The verification of conformity of the equipment to be supplied shall be carried out in light of the provisions of Annex II. 14 of the Public Contracts Code and is aimed at ascertaining the perfect functionality of the equipment object of the tender in accordance with the provisions of Article 1 of these Tender Specifications and its annex.

The conformity check is carried out on an adversarial basis; the procedure is managed by the RUP, which may make use of support staff. These requirements supplement the general requirements of the tender documents.

The procedure involves:

- Delivery by the contractor of copies of all Bills of Lading in PDF/A format, with the file names appropriately encoded for easy recognition;
- Verification of the contents of the Bills of Lading and correspondence with what was ordered;
- Verification of the correct installation of all software licences;
- Verification of the functioning of capital goods and software licences: a 24-hour period of operation is provided for the verification;
- Verification that all technical documentation has been delivered (always in PDF and, for any diagrams, in DWG format) and that it is complete.

In the event that the verification of the regular supply is not positive for one or more elements, the company will be obliged, at its own care and expense, to remove the elements judged to be unsuitable

and to prepare and deliver new elements as replacements, within the deadline set by the administration. Upon completion of the aforementioned checks, a certificate of regular supply will be issued within six months from the completion of the supply, as ascertained by the Director of Supply Execution.

#### **ART. 6 GUARANTEE ON SERVICES**

The services covered by the supply shall be guaranteed for twelve (12) months from the date of the conformity check, unless a longer period is offered by the tenderer.

Until the conformity check, the Department is not authorised to use the instrument. The training (training course, 5 days in total) will be carried out after the conformity check of the services and related equipment.

In this regard, the supplying company is obliged, for the entire duration of the guarantee, to perform all the necessary technical assistance and maintenance activities of the services and related instrumentation covered by the supply, without any limit on the number of interventions and parts to be replaced, and at no cost to the Administration.

#### **ARTICLE 7 DEFINITIVE GUARANTEE**

Prior to the conclusion of the contract, the successful tenderer - under penalty of forfeiture of the award - must provide the final guarantee referred to in Article 53 of the Code, at its choice, in the form of a deposit or surety, equal to 5% of the contractual amount. If the final guarantee is presented in the form of a surety, it must contain the attachment of a declaration in lieu of a notarial deed in which the signatory, having the power to sign, attests the power to bind the guarantor vis-à-vis the contracting authority by signing:

- ✓ to have read the specifications and all the acts referred to therein and the Letter of Invitation;
- ✓ to waive the exception provided for in Article 1957 (2) of the Civil Code;
- ✓ to waive the prior enforcement of the principal debtor;
- ✓ the operation of the guarantee within 15 days upon a simple written request by the Administration;
- ✓ to treat the surety as valid until complete exhaustion of the contractual relationship, even if extended beyond the contractual term.

The provisions of Art. 53 para. 3 apply.

In any case, the Contracting Authority shall have the right to ask the Contractor to reinstate the guarantee if the latter has been wholly or partially forfeited. The Contracting Authority shall be entitled to enforce the guarantee, should the contract be terminated (see below in this Schedule), without prejudice to

compensation for any further damage.

Pursuant to Article 106, the surety guarantee must comply with the standard form approved by decree of the Minister of Economic Development in agreement with the Minister of Infrastructure and Transport and previously agreed upon with banks and insurance companies or their representatives. For all matters not expressly provided for herein and in the Special Tender Specifications, the combined provisions of Articles 53 and 106 of the Code shall apply.

## ARTICLE 8 RESPONSIBLE FOR PROJECT

The activities relating to the planning, design, awarding and execution phases of this contract, as identified by the current regulatory framework, in particular art. 15 and all. I.2 of the Code, are carried out by the Single Project Manager (RUP), in the person of Prof. Maddalena Illario.

## ARTICLE 9 INVOICING AND PAYMENTS

The payment will be made in three (3) instalments on the basis of the monitoring schedule set out in Article 3 of these Tender Specifications and in Section 5 of the Technical File. The payment amounts are set forth in the following table:

| Amount per payment |                     |
|--------------------|---------------------|
| <b>P1</b>          | 36.885,24 €         |
| <b>P2</b>          | 24.590,17 €         |
| <b>P3</b>          | 61.475,41 €         |
| <b>Total</b>       | <b>122.950,82 €</b> |

The contract will be invoiced according to the schedule of the monitoring programme, provided that the final results of each phase are satisfactorily completed and approved by the RUP.

The general payment schedule is as follows:

| Payments  |  | When   |
|-----------|--|--|
| <b>P1</b> | Payment after signing the contract   | Month one (1) after signing the contract             |
| <b>P2</b> | Once Phase 1: 'Change Management, On-site Adaptation and Acceptance Testing' has been completed and the RaDAR solution has been implemented and Milestone 1 has been achieved and approved | Month seven (7) from the signing of the contract     |
| <b>P3</b> | Once Phase 3: 'Execution and End of Project' has been completed and the RUP has approved the report provided by the  | Month eighteen (18) from the signing of the contract |

|  |  |  |
|--|--|--|
|  | supplier on the final results linked to the evidence and impact generation plan. |  |
|--|--|--|

With regard to invoicing and payments, the rules set forth in Ministerial Decree No. 55 of 3 April 2013, which came into force on 6 June 2013, apply. This Decree established the starting date of the obligations to use electronic invoicing in economic relations with the Public Administration pursuant to Law 244/2007, Article 1, paragraphs 209 to 214.

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

- a) shall issue an electronic invoice, indicating the Unique Office Identifier Code indicated in the contract, the CIG and the CUP, only after having received the communication of the certificate of regular execution. In order to speed up the aforesaid ascertainment, the company may issue a pro forma invoice to be sent to the Sole Project Manager; please note that the electronic invoice shall be rejected by the University if it is issued by the company in the absence of the aforesaid prior communication by the Project Manager;
- b) upon receipt of the electronic invoice issued by the company, the competent structure of the University will take care of the consequent fulfilments;
- c) the payment period is 30 days from the date of receipt of the invoice by the competent accounting department.

Payments shall be made exclusively by crediting a bank or postal account, or by other payment instruments suitable to allow the full traceability of the transactions. The contractor holder of such accounts shall communicate, at his own expense, the identification details of the latter to the University, in compliance with the provisions of Article 3 of Law no. 136/2010 and subsequent amendments, expressly exonerating the Administration from any liability for payments made in this way.

#### **Art. 9-bis. Advance payment of the Price**

The provisions of Art. 125 of the Code concerning the advance payment of the price in the amount of 20%, which may be increased up to 30% according to the modalities provided for therein, shall apply.

Disbursement of the advance is subject to the provision of a bank or insurance guarantee for an amount equal to the advance plus the legal interest rate applied to the period required to recover the advance. The aforesaid guarantee is issued by banking undertakings authorised pursuant to Legislative Decree No 385 of 1 September 1993, or by insurance undertakings authorised to cover the risks to which the insurance relates and which meet the solvency requirements provided for by the laws governing their respective



activities. The guarantee may also be issued by financial intermediaries registered in the register of financial intermediaries pursuant to Article 106 of Legislative Decree No. 385 of 1 September 1993. The amount of the guarantee is gradually and automatically reduced in the course of the performance of the service, in relation to the progressive recovery of the advance by the contracting stations.

#### **Art. 9b. Price Revision**

The following price revision clauses are established pursuant to Article 60 of the Code.

Contract prices may be revised under the conditions and in the manner set out below. The price revision is recognised due to variations in individual prices of materials/services that result in an increase or decrease of more than 5 per cent of the overall amount, and operates to the extent of 80 per cent of the variation itself, in relation to the services to be rendered. The price revision request submitted by the contractor to the Administration must be accompanied by an illustrative report and supporting documentation. On the requests made by the contractor, the RUP conducts a special enquiry for the purpose of verifying the recurrence of the conditions that legitimise the acceptance of the revision request. This preliminary investigation shall take into account the consumer price indices, the industrial and service production prices and the hourly contractual wage indices and any further categories of indices or further typological or commodity specifications of the categories of indices identified in accordance with the provisions of Article 60, para. 4 of the Code. On the requests made by the contractor, the Administration shall decide within sixty days with a reasoned measure. If the contractor's requests are accepted, the measure determines the amount of compensation to be paid to the contractor. Price revision may only be requested once per contract year. Outside the cases governed by this article, any revision of prices is excluded and article 1664, first paragraph, of the Civil Code does not apply.

#### **ARTICLE 10 SAFETY AND INSURANCE COVER**

The contractor shall be solely responsible for any damage to the Administration or third parties that may arise during the various stages of completion of the supply, exonerating the Contracting Authority and the supervisory staff from all civil and criminal liability.

#### **ARTICLE 11 TERMINATION**

Without prejudice to the causes of termination provided for by the applicable legal framework, including Article 122 of the Code, the Administration may terminate the contract pursuant to Article 1456 of the

Civil Code (express termination clause) in the following cases:

- a) repeated breaches which lead to the imposition of penalties in excess of the percentages referred to in Article 5 of these specifications;
- b) violation of the prohibition of assignment of the contract;
- c) repeated and serious breach of the supplier's obligations under these specifications;
- e) in the event of failure to use a bank or postal transfer or other instruments enabling full traceability of financial transactions;
- f) annulment of the award following a court decision;
- g) breach of the obligations arising from the National and University Codes of Conduct;
- h) non-compliance with the provisions of the Legality Protocol;
- i) in the event that a final ruling has been issued ordering, against the entrusted company, the application of one or more prevention measures provided for in the Code of Anti-Mafia Laws and related prevention measures, or if a final sentence has been passed for the offences referred to in Article 94 of the Code;
- (l) for manifest incapacity, bad performance and serious inefficiency in the performance of the supply;

Furthermore, the Customer may terminate the contract pursuant to Article 1456 of the Civil Code (express termination clause) in the following cases:

- non-delivery and/or delayed delivery and installation beyond the deadlines stipulated in Article 4 of this contract;
- violation of equipment warranty regulations;
- non-acceptance of the supply on acceptance.

In all of the aforesaid cases, the University shall proceed to forfeit the entire amount of the final guarantee, by way of lump-sum compensation for damages, without prejudice to the right to proceed against the contractor for all charges arising from and resulting from the termination of the contract, including any additional contractual charges incurred by the University and resulting from the new contractual relationship.

## **ARTICLE 12 WITHDRAWAL**

Article 123 of the Code applies.

### **ART. 12 bis. Subcontracting**

Subcontracting is permitted within the terms of the law, and must be declared in the tender. Subcontracting will be permitted subject to written authorisation by the RUP, following the relevant checks.

### **ARTICLE 13 PROHIBITION OF ASSIGNMENT OF THE CONTRACT AND ASSIGNMENT OF CLAIMS**

Assignment of the contract in any form whatsoever is prohibited; any act to the contrary is null and void. The assignment of claims is permitted under the conditions of Art. 120 (12) of the Code.

### **ARTICLE 14 ELECTION OF DOMICILE**

The Contractor undertakes to communicate its legal domicile at which the University Administration may send, notify, communicate any judicial or extrajudicial act relating to the contractual relationship in progress, with express exoneration of the University Administration from any charge in relation to any failure to provide contact details not attributable to it.

### **ARTICLE 15 JURISDICTION**

The exclusive place of jurisdiction for any disputes shall be Naples, in whose municipality the registered office of the University of Naples Federico II is located. The applicable law in the event of any disputes is Italian law.

### **ARTICLE 16 CONTRACTUAL EXPENSES**

Stamp and tax registration costs and all other expenses pertaining to the contract shall be borne by the Contractor.