Università Ca'Foscari Venezia

Dipartimento di Scienze Molecolari e Nanosistemi

Dipartimento di Scienze Molecolari e Nanosistemi
Università Ca' Foscari Venezia
Campus Scientifico – Via Torino 155, 30170 Mestre (VE)
P.IVA 00816350276 - CF 80007720271
www.unive.it/dsmn

Il Direttore di Dipartimento

REQUEST FOR QUOTATION FOR THE PROVISION OF A TERAHERTZ LASER SYSTEM UNDER THE ERC STARTING GRANT MAGNETIC SPEED LIMIT PROJECT – NEGOTIATED PROCEDURE PURSUANT TO ART. 36 PARAGRAPH 2 LETT. B) OF D. LGS. 50/2016 AND S.M.I.

CIG: 7922141590
CUP: H76C18000880006

Following the collection of expressions of interest, published with public notice on the University website (https://www.unive.it/data/35539/?id=7922141590), which ended on 06/14/2019, given the interest to carry out the supply in question and that, according to what is received in the event of interest protocol n. 32578 of 06/06/2019, it meets the requirements, the Department of Molecular Sciences and Nanosystems at the University Ca' Foscari Venezia, (hereinafter named "University"), with headquarter in Via Torino 155-30175 Mestre (VE), requires with the present detailed offer for the assignment of the supply referred to in point 1 below.

Such an offer will guarantee the perfect matching to the required specifications and adequate financial offer to the specifications contained in it, as required by the initial public selection procedure.

1. OBJECT OF THE CONTRACT

The object of the contract is the supply of a TERAHERTZ LASER SYSTEM whose technical characteristics are specified in Annex 1.

2. ESTIMATED AMOUNT OF SUPPLY

The estimated maximum value of the supply is € 90,000.00 (ninety thousand/00), non-taxable VAT pursuant to Article 72 of the Presidential Decree n. 633/1972.

3. AWARD CRITERION

The offer will be selected according to the lowest price criterion, pursuant to art. 36 paragraph 9 bis of Legislative Decree no. 50/2016.

4. TERM AND METHOD OF PRESENTING THE OFFERS

The offer must be received, by penalty of exclusion, by 12.00 on 26 July 2019 by postal service, private couriers or delivery agencies at the following address:

DIPARTIMENTO DI SCIENZE MOLECOLARI E NANOSISTEMI

UNIVERSITA' CA' FOSCARI DI VENEZIA

VIA TORINO 155

Università Ca'Foscari Venezia

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30172 MESTRE-VENEZIA

The timely delivery of the package containing the offer remains at the exclusive risk of the competitor.

Packages received after the aforementioned deadline, even for reasons beyond the control of the competitor and even if sent before the deadline indicated will not be taken into consideration. This is also valid for packages sent by registered letter with return receipt or other carrier, not counting the shipping date resulting from the postmark.

5. DOCUMENTS TO BE ATTACHED

The offer presented must be accompanied by:

1. Substitutive declaration made pursuant to article 47 of the Presidential Decree number 445/2000 as per the attached form (annex 2) and signed by the legal representative of the company accompanied by a copy of the subscriber's valid identity document, which declares:

   a) not to be in situations of exclusion pursuant to art. 80 of the Legislative Decree 50/2016 as amended from time to time;

   b) in relation to the subjects referred to in art. 80 paragraph 3 of the aforementioned decree, that there are no grounds for exclusion pursuant to paragraphs 1 and 2 of the same art. 80;

   c) that the personal data of the subjects pursuant to art. 80 paragraph 3 of the Code are the following:

   - for the persons in charge, include the name, personal data, fiscal code, office held and relative duration;

   - for persons who left office in the year prior to the date of publication of the call for tenders, include the name, personal data, fiscal code, corporate office and related date of termination

   d) of not being in the conditions of the art. 53, paragraph 16-ter, of Legislative Decree 165/2001 as amended from time to time and has not incurred, pursuant to current legislation, further prohibitions to contract with the public administration;

   e) if applicable, declaration of having the right to the reduction of the provisional guarantee pursuant to art. 9 (specify the reasons for the right to reduction);

   f) to authorize the contracting authority to process personal data.

2. Provisional guarantee (accompanied by a sworn translation in Italian), referred to in the following art. 7, for the amount of EURO 1.800,00 (one thousand eight hundred/00).

ECONOMIC OFFER: it must contain the offer with the amount specified in figures and letters and signed by the legal representative of the company.

The economic offer must not exceed the price of the tender basis.

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Pursuant to Article 83, paragraph 9 of Legislative Decree 50/2016, the deficiencies of any formal element of administrative documentation, with the exception of those relating to the economic offer, can be remedied through the preliminary rescue procedure. In this case, the contracting authority gives the competitor a term not exceeding ten days, because it is made available, supplemented or regularized the necessary declarations, indicating the content and the moment you have to make. If the time limit expires without regularization, the competitor is excluded from the tender.

Essential irregularities that cannot be remedied are the deficiencies of the documentation that do not allow the identification of the content or of the person responsible for it.

6. AWARD OF SUPPLY

The supply will be awarded according to the lowest price criterion, as in Article 36, paragraph 9bis of Legislative Decree 50/2016 and subsequent amendments and additions.

To proceed with the award must be sent to the DSMN:

- the certification of fiscal regularity
- the certification of social security regularity
- the criminal record (for criminal convictions)
- the certification attesting to any insolvency proceedings with the supplier
- the certificate of registration in the German commercial register.

The certificates, issued by the competent German authorities, must be accompanied by a sworn translation in Italian.

7. PROVISIONAL WARRANTY

A provisional guarantee of 2% (two percent) of the amount based on the tender under guarantee must be established. The amount of the guarantee amounts to € 1,800.00 (one thousand eight hundred / 00). The guarantee, chosen by the bidder may be issued by banks or insurance companies that meet the solvency requirements provided for by the laws governing their respective activities or issued by financial intermediaries registered in the register referred to in Article 106 of the Legislative Decree September 1, 1993, number 385, which carry out exclusively, or predominantly the issuing of guarantees and which are subject to audit by an auditing company registered in the register provided for by article 161 of Legislative Decree 24 February 1998 , number 58 and which have the minimum solvency requirements required by current insurance banking regulations.

The guarantee, accompanied by a sworn translation in Italian, must include the words **"PROVISIONAL GUARANTEE – SUPPLY FO TERAHERTZ LASER SYSTEM - CIG 7922141590"**, and expressly provide for:

- the waiver of the benefit of prior enforcement of the principal debtor;

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- the waiver of the exception pursuant to Article 1957, paragraph 2, of the Civil Code;
- the operation of the guarantee within fifteen days, following the simple written request of the Department;
- the commitment of the guarantor (even if different from the one who issued the provisional guarantee), to issue the guarantee for the execution of the contract, referred to in Article 103 of the Code, if the bidder were to be the custodian. Remains subject to the provisions of art. 93, paragraph 8 of the Code.

The guarantees must conform to the standard model approved by Decree of the Ministero dello Sviluppo Economico, Ministerial Decree of 19 January 2018, number 31, published to the Official Gazette no. 83, April 10, 2018 - Ordinary Supplement No. 16. The guarantee must be valid for at least 180 (one hundred and eighty) days from the expiry date of the deadline for submission of the offer. The guarantee covers the failure to sign the contract due to the assignee due to conduct characterized by intent or gross negligence, and is automatically released at the time of signing the contract. The amount of the guarantee is reduced by 50% (fifty percent) for economic operators to whom is issued by accredited bodies, in accordance with the European standards of the UNI CEI EN 45000 and series UNI CEI EN ISO / IEC 17000, the certification of the quality system in compliance with the European standards of the UNI CEI ISO 9000 series. The additional reduction hypotheses envisaged by paragraph 7 of art. remain unaffected. 93 93 of Legislative Decree 50/2016 and subsequent amendments and additions.

8. FINAL WARRANTY

To sign the contract, the contractor, pursuant to Article 103 of the Code, is obliged to establish, in favor of the Department, a definitive guarantee in the form of a surety, in the manner referred to in Article 93, paragraphs 2 and 3 of the Code, equal to 10% (ten percent) of the amount offered.

The reductions provided for in Article 93, paragraph 7 of the Code for provisional warranty apply to the final guarantee. To take advantage of these reductions, the successful tenderer must attach to the definitive guarantee the original certificates or a copy of the original (accompanied by a sworn translation in Italian), certifying the right to reduce the amount of the guarantee.

The surety guarantee referred to in paragraph 1 chosen by the Supplier may be issued by banking or insurance companies that meet the solvency requirements provided for by the laws governing their respective activities or issued by financial intermediaries registered in the register referred to in Article 106 of Legislative Decree 1 September 1993, n. 385, which carry out exclusively or predominantly issuing of guarantees and which are subject to audit by an auditing company registered in the register provided for by article 161 of Legislative Decree no. 58 and which have the minimum solvency requirements required by the current banking insurance legislation.

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The guarantees must conform to the scheme approved by decree of the Ministero dello Sviluppo Economico, D. M. 19 January 2018, n. 31 published in GU n. 83 of 10 April 2018 - Ordinary Supplement n. 16.

The guarantee, accompanied by a sworn translation in Italian, must expressly provide for:

- the waiver of the benefit of the prior enforcement of the principal debtor;
- renunciation of the exception referred to in Article 1957, paragraph 2, of the Civil Code;
- the operation of the guarantee within 15 (fifteen) days, at the written request of the Department.

The failure to establish the above guarantee determines the forfeiture of custody and the acquisition by the Department of the provisional guarantee provided in the tender by the successful tenderer.

The security is given to guarantee the fulfillment of all the contractual obligations and the compensation for damages deriving from the eventual non-fulfillment of the obligations, as well as to guarantee the reimbursement of the amounts paid to the Supplier with respect to the final liquidation results, save the compensation for greater damage to the Supplier. The guarantee ceases to have effect only on the date of issue of the regular execution certificate. The Department has the right to make use of the deposit, within the limits of the maximum guaranteed amount, for any greater expense incurred for the completion of the supply in the event of a contractual termination arranged against the executor.

9. PAYMENT TERMS AND CONDITIONS 'BILLING

Payment will be made in a single payment for the full amount of the supply after receiving the instrument and they have verified proper operation.

Payment will be made upon receipt of the certificate of regular execution - signed by the contract execution director (technical-scientific manager) and the DSMN director - upon receipt of a regular invoice.

The payment will be made by bank transfer within 30 days from the date of receipt of the invoice by the Credit Institution that manages the cash service to the University.

The invoice must contain the reference to the project with the following wording: **"ERC STARTING GRANT MAGNETIC SPEED LIMIT, CIG: 7922141590, CUP: H76C18000880006 "**.

The invoice must be headed to:

Università Ca' Foscari Venezia - Dipartimento di Scienze Molecolari e Nanosistemi (DSMN) – Via Torino 155 – 30172 VENEZIA-MESTRE (VE) - C.F. 80007720271 – P. IVA 00816350276.

10. SOLELY RESPONSIBLE FOR THE PROCEDURE

Dipartimento di Scienze Molecolari e Nanosistemi
Università Ca' Foscari Venezia
Campus Scientifico – Via Torino 155, 30170 Mestre (VE)
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Il Direttore di Dipartimento

The sole responsible for the procedure is the Director of the DSMN Department, prof. Pietro Riello.

11. DIRECTOR OF THE EXECUTION OF THE CONTRACT

The director of contract execution is prof. Stefano Bonetti (mail stefano.bonetti@unive.it, phone +390412348543)

Il Direttore del Dipartimento
(prof. Pietro Riello)

Attachments:
1 - technical characteristics
2 - declaration of traceability and possession of the requisites established by article 80 of Legislative Decree 50/2016

Characteristics of the Terahertz Laser System

Typology of the system: photoconductive antennas for generation and detection of THz radiation, driven by a femtosecond laser system with 1560 nm center wavelength. Fully integrated electronics to control all components and to deliver THz spectroscopy measurements. Software to control THz system and image processing.

Characteristic / parameter	Value
All components must be compatible with the Italian electrical system	YES
All components must be tested and perform according to terms in draft agreement	YES
CE marked components	YES
Laser power	≥ 80 mW
Laser repetition rate	≥ 100 MHz
Laser pulse duration	≤ 60 fs
THz power generated by the antennas	≥ 25 microWatts
Peak dynamic range THz signal in ≤ 1 minute data acquistion	≥ 90 dB
Single-shot peak dynamic range (≤ 50 ms data acquisition)	≥ 60 dB
THz bandwidth	≥ 5 THz
Adjustable terahertz beam path length	≥ 80 cm
Dynamic range at 5 THz	≥ 20 dB
Electronics fully integrated (no external parts required)	YES
Imaging extension fully integrated	YES
Imaging software provided	YES
Translational movement of sample holder synchronized with THz data acquisition	YES
Accuracy of stage positioning	≤ 0.3 mm
Measurement speed (with full spectrum recorded)	16 pixels/s
Travel range of sample holder (in each in-plane direction)	≥ 15 cm
Filtering of imaging data in time and frequency	YES
Delivery time	≤ 3 months

ANNEX 2

DECLARATION PURSUANT TO ARTICLES 46 AND 47 OF THE DPR DECEMBER 28, 2000, N.445 AND S.M.A.

The undersigned ……………………………………………………………………(surname and name),
born in………………………………………………… (prov. ………) on …………………………………………
Residing in………
Fiscal Code ……...
As a legal representative of the company ………………………………………………………………………
Fiscal Code. n. ………………………………………………………………
VAT registration number. ……………………………………………………………
With registered office in …………………………………………………………… (Prov ……………)
Street / square …………………………………………………………… n. ………………… (ZIP CODE
………………………………) tel. n. ………………………………………………… fax n.
…………………………………………………………… email …………………………………………………
And operational / administrative seat in …………………………………………………………… (Prov.
……………) Street / square …………………………………………………… n. ………………… (ZIP
CODE …………………………) tel. n. ………………………………………………… fax n. ……….
…………………………………………………………… email …………………………………………………
Registered in the C.C.I.A.A. (Chamber of commerce crafts industry and agriculture) of
…………………………………………………………… Registration number ……………………………………
activity code…………………………
INPS (National Social Security Institute) serial number …………………………………………………
INPS Seat of ……………………………………………………………
INPS (National Social Security Institute) serial number …………………………………………………
INPS Seat of ……………………………………………………………
INPS (National Social Security Institute) serial number …………………………………………………
INPS Seat of ……………………………………………………………
INAIL (National Institute of Accident Insurance on Labor) code company
……………………………………………………………
CCNL (collective agreement) applied ……………………………………………………………………………

Pursuant to Articles 46 and 47 of Presidential Decree no. 445 of December 28, 2000 and s.m.a., aware that, pursuant to art. 76 of Presidential Decree n. 445/2000 and s.m.a., anyone who publishes misleading statements is punished under the Criminal Code and special laws,

DECLARES

1) that Ca' Foscari University will carry out all payments (present and future) on the devoted account, according to the art. 3 of the law n. 136/2010, IBAN/SWIFT code .... Bank .... Agency ....

2) that the persons in charge of the bank account are as follows:

surname and name ....
born in.. (prov. ....) on ....
Residing in...
Fiscal Code ....

surname and name ....
born in.. (prov. ....) on ....
Residing in...
Fiscal Code ....

3) that there are no grounds for exclusion from the reliance on the supplies referred to the art. 80 of the Legislative Decree no. 50 of April 18,2016. In particular declare that:

Pursuant to art. 80 para. 1, that he or she has not been convicted by a final judgment or criminal sanction of an irrevocable sentence or a sentence of application of the penalty on request under Article 444 of the Penal Code, for one or more of the following offenses:

a) offenses, consummated or attempted, as referred in Articles 416, 416bis of the Criminal Code that are committed crimes, using the conditions laid down in Article 416bis or in order to facilitate the activities of the associations provided for that Article, as well as for the offenses or tempted, provided in the Article 74 of the Decree of the President of the Republic of October, 9, 1990, no. 309, Article 291quater of the Decree of the President of the Republic of January23, 1973, no. 43 and Article 260 of Legislative Decree no. 152, as it is attributable to participation in a criminal organization as defined in Article 2 of Council Framework Decision 2008/841 / JHA [Art. 80, paragraph 1, letter a];
b) the offenses referred in Articles 317, 318, 319, 319, 319, 320, 321, 322, 322bis, 346bis, 353, 353bis, 354, 355 and 356 of the Criminal Code and Article 2635 Civil Code [Art. 80, paragraph 1, letter b];
c) fraud according to the Article 1 of the Convention on the protection of the European Communities' financial interests [Art. 80, paragraph 1, letter c];
d) crimes, consummate or tempted, committed for purposes of terrorism, including international affairs, and the suppression of the constitutional order of terrorist offenses or offenses related to terrorist activities [Art. 80, paragraph 1, letter d];

e) the offenses referred in the Articles 648bis, 648ter and 648ter. 1 of the Criminal Code, money laundering or the financing of terrorism, as defined in Article 1 of Legislative Decree no. 109 and subsequent amendments [Art. 80, paragraph 1, letter e];

f) exploitation of child labor and other forms of trafficking in human beings as defined by Legislative Decree no. 24 [Art. 80 paragraph 1, letter f];

g) any other crime resulting from the inability to contract with the public administration as an ancillary punishment [Art. 80, paragraph 1, letter g];

4) pursuant to art. 80 paragraph 2, which at its own charge and to the following administrators:-

SURNAME AND NAME - POSITION
Fiscal Code
Date and place of birth:
Residence:

SURNAME AND NAME – POSITION
Fiscal Code
Date and place of birth:
Residence:

SURNAME AND NAME – POSITION
Fiscal Code
Date and place of birth:
Residence:

To the Mayors:
SURNAME AND NAME – POSITION
Fiscal Code
Date and place of birth:
Residence:

On behalf of the prosecutors:
SURNAME AND NAME – POSITION
Fiscal Code
Date and place of birth:
Residence:

SURNAME AND NAME – POSITION
Fiscal Code
Date and place of birth:
Residence:

SURNAME AND NAME – POSITION

Fiscal Code
Date and place of birth:
Residence:

To the following members of the Board of Directors of the MAJORITY COMPANY:
SURNAME AND NAME – POSITION
Fiscal Code
Date and place of birth:
Residence:

SURNAME AND NAME – POSITION
Fiscal Code
Date and place of birth:
Residence:

There are no grounds for decline, suspension or prohibition provided in the Article 67 of the Legislative Decree September, 6, 2011, no. 159 or attempted mafia infiltration as referred in the Article 84 (4) of the same decree. The provisions of Articles 88, paragraph 4bis and 92, paragraphs 2 and 3 of Legislative Decree no. 159, referring respectively to anti-mafia communications and anti-mafia information;

5) pursuant to art. 80 paragraph 3, that the judgments or decrees referred to art. 80 paragraph 1 of the Code have not been issued against them or any other listed in paragraph 2;

6) pursuant to art. 80, paragraph 4, that he has not committed serious violations, ascertained in respect of the obligations related to the payment of taxes and duties or social security contributions according to Italian law or that of the State in which they are established;

7) pursuant to art. 80 paragraph 5:
a) that he has not committed serious infringements duly established in accordance with the rules on health and safety at work and the obligations laid down in Article 30 (3) of the Code [Art. 80 paragraph 5, letter a];
b) he is not in a state of bankruptcy, winding-up, prior agreement, unless the case of business continuity is agreed or in respect of a procedure for the declaration of one of these situations, without prejudice to the provisions of Article 110 [Art. 80 paragraph 5, letter b];
c) that he or she has not been guilty of serious professional misconduct, such as to doubt its integrity or reliability, as significant shortcomings in the execution of a previous contract or concession that caused the early termination of the dispute, that is, they have resulted in a conviction for damages or other sanctions, or attempted to unduly influence the decision-making process of the contracting station or to obtain confidential information for the benefit of its own, or, even negligence, to make false or misleading information which may affect decisions on exclusion,

selection or award or omission of information necessary for the proper conduct of the selection procedure [Art. 80, paragraph 5, letter c];

d) that no conflict of interest within the meaning of Article 42 (2) will arise [Art. 80 paragraph 5, letter d];

e) he did not distort competition resulting from the prior involvement of economic operators in the preparation of the procurement procedure referred to in Article 67 [Art. 80, paragraph 5, letter e];

f) that he has not been subject to the interdictional sanction referred to in Article 9 (2) (c) of Legislative Decree no. 231 or other sanction involving the prohibition of contracting with the public administration, including the interdicted measures referred to in Article 14 of Legislative Decree no. 81 [Art. 80 paragraph 5, letter f];

g) he has not been included in the computer records kept by the ANAC (National Anti-Corruption Authority) Observatory for making false statements or false documentation for the purpose of issuing the qualification certificate for the period of the registration [Art. 80, paragraph 5, letter g];

h) that he has not violated the prohibition of trusteeship under Article 17 of Law March, 19, 1990, no. 55 [Art. 80 paragraph 5, letter h];

i) pursuant to art. 77 bis DPR No. 445/2000, to comply with the rules governing the right to work for the disabled - Law 12.03.1999, no. 68 [Art. 80, paragraph 5, letter i];

l) the non-existence of the conditions of exclusion referred to in art. 80, paragraph 5, letter l;

m) not to be in any control situation referred to in Article 2359 of the Civil Code with any subject [Art. 80 paragraph 5, letter m].

Also DECLARES:

- that the Company is registered with C.C.A. Of _____ n. _____ from _____ [Art. 83 Legislative Decree 50/2016];

- not to have used the individual outline plans referred in art. 1 bis, paragraph 14, of Law no. 383, superseded by Article 1 of Legislative Decree no. 266.

8) to communicate to Ca' Foscari University every change concerning the data transmitted.

Date _____

(Signature of the owner or legal representative of the Company)

_____

Please, attach a photocopy of a valid document of the subscriber