

QUOTATION REQUEST AND SPECIFICATIONS

CIG: B294C670FD

CUP: B53D23006560006

RUP: dott. Daniele Argenio (e-mail: daniele.argenio@uniroma1.it)

This esteemed Company is invited to formulate an economic offer, under the conditions set out below, for the service of the subject matter.

The supply conditions and the required documentation are detailed below.

The offer together with the required documentation indicated in the point must be sent to **our PEC**: disgpec@cert.uniroma1.it, to the email address of the RUP (person in charge of the procedure) daniele.argenio@uniroma1.it

1. Object of the supply: Article Processing Charges for the article title "Identification of natural and forcing frequencies through noisy measurements acquired in operational conditions on a hospital building" in the revue Advances in Civil Engineering id. 4447739

2. Estimated price of the service to be rebated:

EUR 2.430.00 + VAT

3. Economic offer

- it must be with a lump sum price;
- does not bind this Department, which reserves the right to suspend, cancel, revoke, partially entrust this request at its sole discretion, without this Dear Company being able to advance compensation for expenses and / or damages;
- implies the acceptance of everything indicated in these specifications which, therefore, must be digitally signed for acceptance by the legal representative.

4. Documents that must be signed by the legal representative according to the attached forms

- your economic offer on your headed paper (to be returned signed by the legal representative);
- these specifications (return digitally signed for acceptance and acknowledgement of the supply conditions as well as for attestation of having read the Code of Ethics of Sapienza University of Rome, the Code of Conduct for Employees of Sapienza University of Rome);
- statement of banking information (as per Italian Law n.136/2010) (form to be filled in and returned signed);
- declaration concerning grounds for exclusion
- integrity pact (form to be filled in in the indicated fields accompanied and returned signed);
- privacy policy (return signed for acceptance and acknowledgment);
- identity document of the legal representative (return signed by the legal representative).

5. Method of supply

Place and time of delivery: they must be agreed with the RUP of the supply dott. Daniele Argenio and with funds managers prof. Vincenzo Gattulli and dott.ssa Cecilia Rinaldi.

6. Terms and methods of payment

- payment will be made within 30 days of receipt of the invoice by bank transfer;
- invoices must MANDATORY indicate the code CIG: B294C670FD, the code CUP: B53D23006560006 and the dicit: "Finanziato dall'Unione europea - Next Generation EU - Progetto PRIN 2022 - 2022X9TETW - AID-STRU AgeIng and Degradation in the performances of STRUctures: model- and data-driven tools embedded in digital-twins - PNRR Missione 4 Componente 2 Investimento 1.1 - CUP MASTER: B53D23006560006 - Importo rendicontato € 2.430,00";
- in no case can invoices be issued before the delivery of the requested service;
- payment will be subject to verification of the Company's tax and contribution regularity, as well as the compliance of the service rendered with the required technical characteristics.

7. Verification of requirements ex. art. 99 - Legislative Decree 36/2023

The verification of requirements will be carried out on the basis of the ESPD; if at the outcome of the verifications of the declarations made, the lack of possession of the prescribed and self-certified requirements is ascertained, the contract will be terminated, the agreed consideration will be paid only with reference to the services already performed and within the limits of the utility received and " forfeiture of a penalty equal to 10% of the value of the contract itself. It is also recalled that, should the declaration be found to be mendacious, the legislation referred to in art. 76 of Presidential Decree no. 445/2000.

In compliance with Directive 2014/24/EU on public procurement, and with articles 94-95-96-97-98 and 99 of Italian Legislative Decree 36/2023, before signing the contract related to this TD MePA, you'll be asked to send the certificates issued by your national competent authority on:

- obligations relating to the payment social security contribution;
- absence of criminal records;
- obligations relating to the payment of taxes.

8. Termination for non-fulfillment and withdrawal

In the event of non-fulfillment of contractual obligations, the Department of Structural and Geotechnical Engineering reserves the right to terminate the contract pursuant to and for the purposes of art. 1453 of the Civil Code, with written communication to be sent to the certified mail address of the supplier, with a notice of at least 10 (ten) days.

In any case, the rights of the Department of Structural and Geotechnical Engineering to compensation for any damages remain unaffected.

The Department of Structural and Geotechnical Engineering also reserves the right to unilaterally withdraw from the contract at any time without any charge against it, with written communication to be sent to the certified email address of the supplier, with a notice of at least 10 (ten days).

In the event of withdrawal, the Company will be entitled to the consideration limited to the service performed, according to the fees and conditions provided for in the contract.

9. Jurisdiction

For any disputes between the Parties relating to the Contract, the Court of Rome will have exclusive jurisdiction.

10. Processing of personal data

Sapienza University of Rome adopts the necessary measures for the application of the European Regulation 2016/679 GDPR (General Data Protection Regulation), and the current national legislation, relating to the protection of individuals with regard to the processing of personal data.

Personal data will be collected and processed only for the management of activities strictly connected with the award of this supply, or to allow the verification of judicial, tax and conduct positions of suppliers and economic operators who are in relationship with the Department.

The data controller is the University of Rome "La Sapienza"; the legal representative of the University is the pro tempore Rector.

Contact details: urp@uniroma1.it ; PEC: protocollosapienza@cert.uniroma1.it

Responsible for data protection, dott. Andrea Bonomolo:
responsabileprotezionedati@uniroma1.it ; PEC: rpd@cert.uniroma1.it

11. Codes of Conduct and Code of Ethics

By signing these specifications, the supplier declares to be aware of the obligations deriving from the following codes and to undertake, in the event of an award, to observe and have their employees and collaborators observe them, as applicable, under penalty of termination of the contract:

- Code of conduct for public employees (D.P.R. n. 62/2013 - GU n. 129 del 04.06.2013);
- Code of Ethics and Conduct of Sapienza University of Rome (D.R. n. 3430/2022, prot. n. 107441 del 28.11.2022);

12. Contractual clause

By submitting the offer, the company expressly accepts the following specifications:

- the supplier assumes all the obligations of traceability of financial flows pursuant to law no. 136 ("Extraordinary plan against the mafia, as well as delegation to the Government in the matter of anti-mafia") and subsequent amendments; communicating the identification details of the dedicated current accounts referred to in art. 3, paragraph 1, of law 136/2010, the personal details and tax code of the persons delegated to operate on them. In the event of subsequent changes, the personal details and tax code of the new delegated persons, as well as the details of those who ceased to be delegated, are communicated within seven days from the date in which the change took place. All communications provided for in this paragraph are made by substitutive declaration of the deed of notoriety pursuant to art. 21 of the Presidential Decree 28 December 2000, n. 445;
- the price revision clause referred to in the first sentence of Article 106(1)(a) of Italian Legislative Decree No. 50 of April 18, 2016 applies to this procedure, subject to the provisions of the second and third sentences of the same paragraph 1;
- the supplier must send DISG within fifteen days of signing, a copy of any contracts signed with the subcontractors and subcontractors of the supply chain of the companies involved in any capacity in this contract, for the verification of the insertion of the specific clause with which the contractors undertake the obligations of traceability of financial flows pursuant to Law 136/2010, including that of communicating the data referred to in paragraph 2 to the contracting authority, in the manner and within the times provided for therein;
- in compliance with the Integrated Plan of Activities and Organization (PIAO) 2024-2026 approved by the Board of Directors resolution No. 1 of January 23, 2024. The executor must not conclude contracts of subordinate or self-employment, and not assign tasks to former employees who have exercised authoritative or preparatory powers over them to negotiate activities on behalf of the University of Rome "La Sapienza", in the three years following the termination of the employment relationship;
- the supplier undertakes to comply with the minimum wage standards provided for by current legislation and employment contracts consistent with the activity in question as well as the obligations of conduct outlined in the Code of Conduct for public employees and the Code of Conduct for Sapienza employees, for what is compatible with the supply / service entrusted;

- in compliance with the Integrated Plan of Activities and Organization (PIAO) 2024-2026 approved by the Board of Directors resolution No. 1 of January 23, 2024. The executor undertakes to respect the integrity pact provided for in this letter of assignment, with the clause of safeguard that failure to comply with these agreements will result in the termination of the contract;
- the supplier and any subcontractors, including their employees, collaborators and consultants, must comply with the provisions and rules of the Sapienza Code of Ethics. By signing the Contract, the supplier declares to have read and understood the content of this document in full and complete and to undertake to respect it and have it observed by the aforementioned subjects. In the event of non-fulfillment, the DISG is entitled to evaluate the adoption of appropriate protection measures, including the termination of the Contract pursuant to art. 1453 and following of the Civil Code, without prejudice to compensation for any greater damages;
- the DISG, pursuant to art. 126 of Legislative Decree 36/2023 and subsequent amendments, reserves the right to apply a daily penalty between 0.3 per thousand and 1 per thousand of the net contractual amount to be determined in relation to extent of the consequences related to the delay that cause damage to the initiative and / or image of the DISG in the execution of the contractual services by the economic operator. This penalty cannot in any case exceed 10% of said contractual amount;
- if at the outcome of the verifications of the declarations made, the lack of possession of the prescribed and self-certified requirements is ascertained, and if the economic operator, in the event of supervening changes, is in default of the obligations pursuant to the law to update them, the DISG will proceed the termination of the contract, the payment of the agreed consideration only with reference to the services already performed and within the limits of the utility received and the forfeiture of a penalty equal to 10% of the value of the contract itself, without prejudice to compensation for any greater damage suffered. It is also recalled that, should the declaration be found to be mendacious, the legislation referred to in art. 76 of Presidential Decree no. 445/2000.
- The article should include information about the Project funding the publication costs: Finanziato dall'Unione europea - Next Generation EU - Progetto PRIN 2022 - 2022X9TETW - AID-STRU AgeInG and Degradation in the performances of STRUctures: model- and data-driven tools embedded in digital-twins - PNRR Missione 4 Componente 2 Investimento 1.1 - CUP B53D230065600062.