

Prot. No. 61157/2023

Sent by e-mail

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**Subject: Direct award pursuant to art. 50, paragraph 1, letter b) of Legislative Decree no. 36/2023, aimed at stipulating a contract for Ice Swap Rate - year 2024.
CIG Z6C3DBF388**

Request for Proposal

By means of a determination to contract signed on December 13, 2023 Consip S.p.A. single-member joint stock company Fully paid-in share capital of € 5,200,000.00 Tax Code and VAT no. 05359681003, Listed on the Companies' Register at the Chamber of Commerce, Industry, Trades and Agriculture of Rome under no. 05359681003 - REA (Economic and Administrative Index) no. 878407 (hereinafter also Consip) on behalf of Sogei S.p.A. (hereinafter also Customer), has resolved to entrust the service of licence subscription Ice Swap Rate - year 2024.

By means of an Agreement concluded on 16 march 2023, Sogei S.p.A. has entrusted Consip S.p.A. to perform the activities related to the procurement process for the acquisition of goods and services, also including any ancillary and instrumental activities.

For this acquisition, Consip proceeds with the award pursuant to art. 50, paragraph 1, letter. b) of the Code (hereinafter for brevity "Code").

The Sogei contractual addendum is attached for this acquisition.

The sole manager of the project is Gianandrea Greco, without prejudice to the application of the art. 15, paragraph 2 of the Code.

The person responsible for the procedure for the assignment phase is Massimo Tosques.

Consip S.p.A., single-member joint stock company

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page 1



1. OBJECT

With this Request for Proposal, Consip S.p.A. intends to proceed with the assignment of the Contract concerning the "licence subscription Ice Swap Rate - year 2024", as detailed in the following tab:

n.	Description	CPV	P (principal) S (secondary)	Amount
1	licence subscription Ice Swap Rate - year 2024	72321000-1	P	\$40,000
A) Total starting amount				\$40,000
B) Interference safety charges not subject to reduction				0
A) + B) Total amount				\$40,000

By signing the Contract, the successful company is undertaking to provide the good(s) and/or service(s) referred to above. The Contract will be entered into by Sogei S.p.A.

The Contract will not contain an arbitration clause.

In consideration of the nature of the supply which is the subject of this procedure, there is no, pursuant to art. 26, paragraph 3-bis of Legislative Decree 9 April 2008 n. 81, the obligation to proceed with the preparation of the Single Interference Risk Assessment Document (DUVRI).

The total amount is net of VAT.

Sogei reserves the right to negotiate the payment terms of invoices up to 60 (sixty) days from receipt of invoice, with the successful bidder, pursuant to and in accordance with paragraph 4 of art. 4 of Italian Legislative Decree no. 231/02 as subsequently amended and supplemented. This must be taken into consideration when formulating the bid.

1.1 Duration

The duration of the contract (excluding any options) is 12 months.

1.2 Changes to the contract in progress

Contract extension option

In exceptional cases, the contract in progress may be extended for the time strictly necessary to conclude the procedure for identifying the new contractor if the conditions indicated in the art. 120 paragraph 11.

In this case the contractor is required to perform the services covered by the contract at the same prices, agreements and conditions provided for in the contract.



2. GENERAL REQUIREMENTS

The economic operator must be in possession of the general requirements set out in the Code as well as the additional requirements indicated in this paragraph.

The circumstances referred to in Article 94 of the Code are causes for automatic exclusion. The existence of the circumstances referred to in Article 95 of the Code is ascertained after cross-examination with the economic operator.

Other causes of exclusion

The economic operator who has entrusted tasks in violation of article 53, paragraph 16-ter, of the Legislative Decree of 2001 n. 165 to subjects who have exercised, as employees, authoritative or negotiating powers with the contracting administration in the last three years.

The economic operator declares in the Mandatory Declaration that he has read and expressly accepts the clauses and obligations contained in the **Integrity Agreement**, including the sanctions referred to in the art. 5 of the Pact itself also in relation to the criminal cases referred to in paragraph 1, letter. d), point i) of the same article. The conditions of the integrity agreement are considered accepted upon signing the Participation Application. Failure to accept the clauses contained in the Integrity Agreement and failure to comply with the same constitute **grounds for exclusion** from the procedure pursuant to article 83 bis of Legislative Decree no. 159/2011.

3. METHOD OF SUBMITTING THE OFFER

In light of the considerations above, the company is therefore required to send to Consip S.p.A., by **December 20, 2023** its Bid Declaration, complete with all the documentation indicated hereinafter **to the e-mail address: lucia.magliocco@consip.it**.

The offer must be valid for 90 days from the expiry date set for receipt of the offers.

The following documentation must be sent by email:

- a) A declaration providing the identification details of the bank account (s) attached (s) to this contract, as well as the general (name and surname) and the Tax Code of the persons delegated to operate on said account (s) in compliance with the provisions of Article 3, paragraph 7 of Law No.136 / 2010 (**Supplier Data sheet and declaration on the traceability of financial flows**);
- b) the **Bid declaration**, which, in accordance with the facsimile attached to this Request for Proposal, must specify the maximum overall contractual amount and all fixed and variable payments, which must not exceed the maximum amount of \$40,000. In addition to indicating the maximum overall contractual amount, the Bid must specify the individual payments which comprise this and, in particular, those specified in the attached Bid Declaration facsimile. It must be presented in the form of an electronic document with the signature of the competitor's legal representative, or in any case of a person with proven signing powers;



4. CONTRACT STIPULATION

A Contract will be stipulated by Sogei with the contractor on the basis of the contractual conditions attached to this initiative and the technical and economic characteristics of the contractual object.

The contractor is responsible, where applicable, for all contractual expenses and fiscal charges such as duties and taxes - including registration fees where due - relating to the stipulation of the contract.

In particular, the supplier tenderer is responsible for **paying the stamp duty**, pursuant to art. 18, co. 10 of the Code, according to the amounts indicated in Annex I.4 of the Code, which the Supplier will be required to pay to Sogei when signing the contractual documentation.

5. DATA PROCESSING

Pursuant to art. 13 of the EU Regulation n. 2016/679 on the protection of individuals with regard to the processing of personal data, as well as the free circulation of such data (hereinafter also "EU Regulation" or "GDPR"), Consip S.p.A. provides the following information on the processing of personal data.

Purpose of the treatment

In relation of respective competence carried out by Consip and the Client, it should be noted that:

- the data provided by the competitors are collected and processed by Consip S.p.A. to verify the existence of the requisites required by law for the purposes of participation in the tender and, in particular, for the purpose of verifying the administrative and technical-economic capacities of these parties, as well as for the purpose of awarding, in fulfillment of specific legal obligations deriving from the legislation on public procurement and contracts;
- the data provided by the winning bidder are acquired by Consip and transferred to the Client for the purposes of drafting and signing the Contract, for the fulfillment of the legal obligations connected to it, as well as for the management and economic and administrative execution of the contract itself.

All the data acquired by Consip S.p.A. and by the Client may also be processed for study and statistical purposes in compliance with and the rules laid down in the EU Regulation.

Nature of the conferment

The Competitor is obliged to provide the data to Consip S.p.A., due to the legal obligations deriving from the legislation on public procurement and contracts. The refusal to provide the data requested by Consip S.p.A. could determine, depending on the case, the impossibility to admit the competitor to the participation in the competition or its exclusion from this or the expiry of the award, as well as the impossibility to stipulate the contract. The competitor is aware that the data supplied to Consip will be communicated, in the event of an award, to the Customer for the purposes related to the signing and execution of the contract and for the related legal obligations.

Sensitive and judicial data

As a rule, the data provided by the competitors and by the contractor are not classified as "sensitive" according to article 4, paragraph 1, letter d) of the Privacy Code, nor in the "particular categories of personal data" of which art. 9 EU regulation. The processing of "judicial" data referred to in Article 4,



paragraph 1, letter e) of the Privacy Code and "personal data relating to criminal convictions and offenses" pursuant to art. 10 EU Regulation, on the other hand, is limited to the sole purpose of evaluating the possession of the requisites and qualities required by the current applicable regulations for the purposes of participation in the tender and award.

Methods of data processing

Data processing will be carried out by Consip S.p.A. and by the Client in order to guarantee the necessary security and confidentiality and can be implemented using manual, paper, IT and telematic means suitable to process the data in compliance with the security measures set out in the Privacy Code and from the EU Regulation.

Scope of communication and dissemination of data

The data may be:

- treated by the personnel of Consip S.p.A. that takes care of the bidding process, from the staff of other offices of the same company that carry out activities related to it, as well as from the offices of the same company that deal with activities for study and statistical purposes;
- communicated to independent collaborators, professionals, consultants, who provide advice or assistance to Consip S.p.A. with regard to the bidding process, also for possible legal protection, or for sector studies or statistical purposes;
- communicated to any external parties, who are part of the awarding and testing commissions that will be established from time to time;
- communicated, subject to the conditions, to the Ministry of Economy and Finance or to another Public Administration for which Consip S.p.A. and the Client perform activities pursuant to the by-laws, with regard to the data provided by the winning bidder;
- communicated to other competitors who request access to the tender documents within the limits allowed under the law of 7 August 1990, n. 241;
- communicated to the National Anti-corruption Authority, in compliance with the provisions of the AVCP Determination n. 1 of 10/01/2008.

The name of the competitor awarded the tender and the contract award price may be disseminated via the websites **www.consip.it**, **www.acquistinretepa.it** and **www.mef.gov.it**. In addition, the information and data concerning the participation of the Competitor in the tender, within the limits and in application of the principles and provisions on public data and the re-use of public sector information (Legislative Decree 36/2006 and art. 52 and 68, paragraph 3, of Legislative Decree 82/2005 and subsequent amendments), may be used by the MEF and by Consip, each for its own responsibility, also in aggregate form, to be made available to other public administrations, natural and legal persons, including open data. In addition to the above, in compliance with the legal obligations that impose administrative transparency (Article 1, paragraph 16, letter b, and paragraph 32 of Law 190/2012, article 35 of Legislative Decree No. 33/2012; as well as Article 29 of Legislative Decree No. 50/2016), the competitor / contracting party acknowledges and agrees that the data and documentation required by law to publish, be published and Direct award pursuant to art. 50, paragraph 1, letter b) of Legislative Decree no. 36/2023



disseminated, using the conditions, via the website **www.consip.it**, section "Transparent Company" and the website of the Client **www.sogei.it** for the activities of their respective competences.

In fulfillment of legal obligations, the data could be transferred to an international organization.

Data retention period

The data retention period is 10 years from the definitive awarding to the contracting authority and from the conclusion of the contract execution for the Customer>. Furthermore, the data may be kept, even in aggregate form, for study or statistical purposes in compliance with articles 89 of the EU Regulation and 110 bis of the Privacy Code.

Automated decision-making process

There is no automated decision making process.

Rights of the interested party

"Interested" means any natural person whose data are transferred from the competitor to the contracting authority and through it to the Customer.

The interested party is granted the rights referred to in articles. from 15 to 32 of the EU Regulation. In particular, the interested party has: i) the right to obtain, at any time, confirmation that personal data concerning him is being processed; ii) the right of access to personal data to know: the purpose of the processing, the category of data processed, the recipients or categories of recipients to whom the data are or will be communicated, the retention period of the same or the criteria used to determine this period; iii) the right to request, and in the case to obtain, the correction and, where possible, the cancellation or, again, the limitation of the treatment and, finally, can oppose, for legitimate reasons, to their treatment; iv) the right to data portability that will be applicable within the limits of art. 20 of the EU regulation.

If in the event of exercise of the right of access and related rights provided for by art. 7 of the Privacy Code or by the articles from 15 to 22 of the EU Regulation, the response to the request does not arrive within the indicated time and / or is not satisfactory, the interested party can assert his rights before the judicial authority or by contacting the Guarantor for the protection of personal data through specific complaint, appeal or report.

Data controller and Data Protection Officer

Data controllers are, for the activities of their respective competences, Consip S.p.A. and Sogei S.p.a., with registered office respectively

- in Rome, Via Isonzo n. 19 / D-E e

- in Rome, Via Mario Carucci, 99 - 00143

For the exercise of the rights referred to in art. 7 of the Privacy Code and referred to in Articles from 15 to 23 of the EU Regulation and to request an updated list of data processors, companies can be contacted at the following addresses:

- Data Protection Officer of Consip S.p.A.: esercizio.diritti.privacy@consip.it



- Data Protection Officer of Sogei S.p.a.: SOGEI S.p.a. - "Legal affairs office" - Via Mario Carucci, 99 - 00143 Rome. In order to facilitate compliance with the legal deadlines, it is necessary that the requests made include the words "Exercise of rights pursuant to art. 15 and following of EU Regulation no. 2016/679".

Consent to the processing of personal data

Once the above information has been acquired, with the submission of the offer and / or the signing of the Contract, the legal representative pro tempore of the Competitor / bidder acknowledges and consents expressly to the treatment as defined above of the personal data concerning him.

The competitor undertakes to comply with the obligations of disclosure and consent, where necessary, to natural persons (Interested parties) for whom personal data are provided in the custody procedure, with regard to the processing of their personal data by of Consip SpA or of the Customer for the purposes described above.

Yours sincerely,

*Divisione Sourcing Operation
Division Manager
(Gianandrea Greco)*